

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		09/04/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Navarro Discount Pharmacies, LLC		
Street Address:	9400 NW 104 Street		
City:	Medley		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
Name:	Navarro Discount Pharmacies No. 1, LLC		
Street Address:	9400 NW 104 Street		
City:	Medley		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
Name:	Magellan Distribution Solutions, LLC		
Street Address:	9400 NW 104 Street		
City:	Medley		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
Name:	OTC Health Solutions, LLC		
Street Address:	9400 NW 104 Street		
City:	Medley		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
Name:	Navarro Distribution Center, LLC		
Street Address:	9400 NW 104 Street		
City:	Medley		
State/Country:	FLORIDA		
TRADEMARK			

CH \$390.00 2986644

Postal Code:	33178
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2986644	¡DE TODO Y POR MENOS!
Registration Number:	2897150	DON'T PAY DRUGSTORE PRICES
Registration Number:	2937945	LATINPHARMACY
Registration Number:	2045934	NAVARRO
Registration Number:	2098890	NAVARRO
Registration Number:	2102864	NAVARRO
Registration Number:	3031458	NAVARRO DISCOUNT PHARMACIES
Registration Number:	2585552	NO PAGUE PRECIOS DE FARMACIA
Serial Number:	85266999	NAVARRO DISCOUNT PHARMACY
Serial Number:	85306392	NAVARRO DISCOUNT PHARMACIES
Serial Number:	85264752	BETTER SELECTION, BETTER PRICES, EVERY D
Serial Number:	85264924	¡MEJOR SELECCIÓN, MEJORES PRECIOS, TODOS
Serial Number:	85352043	MAGELLAN DISTRIBUTION SOLUTIONS
Serial Number:	85299680	VIDA MIA
Serial Number:	85300007	VIDA MIA

CORRESPONDENCE DATA

Fax Number: 5616596313
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 561-653-5000
Email: angela.martin@akerman.com, peter.chiabotti@akerman.com
Correspondent Name: Akerman LLP
Address Line 1: P.O. Box 3188
Address Line 4: West Palm Beach, FLORIDA 33402-3188

ATTORNEY DOCKET NUMBER:	064677/0286145
NAME OF SUBMITTER:	Peter A. Chiabotti
SIGNATURE:	/Peter A. Chiabotti/
DATE SIGNED:	09/04/2014

Total Attachments: 4
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source=Release of Security Interest in Trademark#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK (the “Release”), dated as of September 4, 2014, is executed by GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Agent for the Lenders (“Agent”), in favor of NAVARRO DISCOUNT PHARMACIES, LLC., NAVARRO DISCOUNT PHARMACIES NO. 1, LLC, MAGELLAN DISTRIBUTION SOLUTIONS, LLC, OTC HEALTH SOLUTIONS, LLC and NAVARRO DISTRIBUTION CENTER, LLC (collectively, the “Grantor”).

Recitals

WHEREAS, Grantor is a borrower under that certain Credit Agreement, dated as of December 21, 2011, by and among Grantor, the other Persons signatory thereto from time to time as Borrowers, the other Persons signatory thereto from time to time as Credit Parties, the Lenders and General Electric Capital Corporation, as Agent for the Lenders (as amended, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement;

WHEREAS, pursuant to the terms and conditions of that certain Guaranty and Security Agreement dated as of December 21, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty Agreement”), Agent holds a Lien against the intellectual property rights owned by Grantor;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of December 21, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Agent, and granted to Agent, a security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 29, 2011, at Reel/Frame 4689/0059;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of September 4, 2014, by and among Agent, Grantor and the other Credit Parties signatory thereto, Agent has consented to, among other things, the release and termination of the Lien on the Trademark Collateral, including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto; and

WHEREAS, Agent desires to release its Lien in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby covenants and agrees as follows:

Agent's Lien in the Trademark Collateral and Collateral granted pursuant to the Trademark Security Agreement and the Guaranty Agreement respectively is hereby terminated and released.

To the extent Agent retains any such interest, Agent hereby assigns, transfers and conveys to Grantor, all of Agent's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the Trademark Collateral, including, without limitation, the entire right, title and interest in and to the Trademark Collateral, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Trademark Collateral relates. Such assignment, transfer and conveyance by Agent is made without any representation or warranty (express or implied) by Agent, except that Agent has not transferred or conveyed any interest therein.

Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor. Agent authorizes Grantor (or its agents) to file such documentation as is necessary to effect the releases of the Trademark Collateral and Collateral granted hereunder.

This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, Agent has executed and delivered this Release as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 

Name: Joe Sacchetti

Title: Its Duly Authorized Signatory

Schedule I

Registration	Type/Class	Reg./App. No.	Filing Date/ Issue Date
UNITED STATES			
De Todo y Por Menos!	Service Mark, IC 35, 41	2986644 (Reg.)	9/19/2003
Don't Pay Drugstore Prices!	Service Mark, IC 35	2897150 (Reg.)	8/16/2005
Latin Pharmacy	Service Mark, IC 35	2937945 (Reg.)	4/10/2003
Navarro	Service Mark, IC 5	2045934 (Reg.)	10/26/2004
Navarro	Service Mark, IC 35	2098890 (Reg.)	1/5/2004
Navarro	Service Mark, IC 3	2102864 (Reg.)	4/5/2005
Navarro Discount Pharmacies & Design	Service Mark, IC 35, 41	3031458 (Reg.)	4/15/1996
Navarro Discount Pharmacy&Design (color)	Service Mark, IC 35, 41	85266999 (App.)	3/18/1997
Navarro Discount Pharmacies&Design (B&W)	Service Mark, IC 35, 41	85306392 (App.)	4/15/1996
No Pague Precios de Farmacia	Service Mark, IC 35	2585552 (Reg.)	9/23/1997
Better Selection, Better Prices, Every Day!	Service Mark, IC 35, 41	85264752 (App.)	5/6/1996
¡MEJOR SELECCIÓN, MEJORES PRECIOS, TODOS LOS DÍAS!	Service Mark, IC 35, 41	85264924 (App.)	10/7/1997
Magellan Distribution Solutions	Service Mark, IC 35	85352043 (App.)	10/15/1996
Vida Mia	Service Mark, IC 3, 5, 6, 8, 9, 16, 21, 29, 30, 31, 32, 35	85299680 (App.)	6/25/2002
Vidamia	Service Mark, IC 3, 5, 6, 8, 9, 16, 21, 29, 30, 31, 32, 35	85300007 (App.)	3/11/2011