

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316619

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Navarro Discount Pharmacies, LLC		09/04/2014	LIMITED LIABILITY COMPANY: FLORIDA
Navarro Discount Pharmacies No. 1, LLC		09/04/2004	LIMITED LIABILITY COMPANY: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	CVS Pharmacy, Inc.
<b>Street Address:</b>	One CVS Drive
<b>City:</b>	Woonsocket
<b>State/Country:</b>	RHODE ISLAND
<b>Postal Code:</b>	02895
<b>Entity Type:</b>	CORPORATION: RHODE ISLAND

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4097332	BETTER SELECTION, BETTER PRICES, EVERY D
Registration Number:	2897150	DON'T PAY DRUGSTORE PRICES
Registration Number:	4107000	¡MEJOR SELECCIÓN, MEJORES PRECIOS, TODOS
Registration Number:	4325026	MAGELLAN DISTRIBUTION SOLUTIONS
Registration Number:	2098890	NAVARRO
Registration Number:	2045934	NAVARRO
Registration Number:	2102864	NAVARRO
Registration Number:	4134301	NAVARRO DISCOUNT PHARMACIES
Registration Number:	4145129	NAVARRO DISCOUNT PHARMACY
Registration Number:	4376916	VIDA MIA
Registration Number:	4317675	VIDA MIA
Registration Number:	4520233	NAVARRO DISCOUNT PHARMACY
Serial Number:	85306392	NAVARRO DISCOUNT PHARMACIES

## 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.*

TRADEMARK

**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:** 0286145

**NAME OF SUBMITTER:** Peter A. Chiabotti

**SIGNATURE:** /Peter A. Chiabotti/

**DATE SIGNED:** 09/10/2014

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of September 4, 2014, is entered into by and between Navarro Discount Pharmacies, LLC, a Florida limited liability company (the "Navarro"), Navarro Discount Pharmacies No. 1, LLC, a Florida limited liability company (together with Navarro, "Assignors"), and CVS Pharmacy, Inc., a Rhode Island corporation ("Assignee").

WHEREAS, Assignors own all the trademarks listed on Exhibit A, together with all registrations and applications for registration thereof and all common law rights with respect thereto (the "Trademarks");

WHEREAS, this Assignment is executed and delivered in connection with that certain Asset and Purchase Agreement (the "Purchase Agreement"), dated the date hereof, by and among Assignors, Assignee and certain other signatories thereto, pursuant to which, among other things, Assignors agreed that the trademarks listed on Exhibit A hereto and all rights and goodwill associated therewith (the "Trademarks") be assigned by Assignors to Assignee in connection with the execution of the Purchase Agreement and the good and valuable consideration therein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. Each term which is capitalized, but not defined, in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.
2. Upon and subject to the terms and conditions of this Assignment, Assignors hereby irrevocably convey, transfer and assign to Assignee, free and clear of all Liens, all of Assignors' right, title and interest, whether statutory or under the common law, in and to the Trademarks, together with all rights of action accrued, accruing, and to accrue under and by virtue thereof, including all rights to sue or otherwise recover, including equitable and injunctive relief, for past, present, or future infringement, damages, royalties, fees, and profits and to receive all damages, payments, costs and fees associated therewith. The assignment of the Trademarks granted herein includes an assignment of all goodwill associated therewith.
3. All of the terms and provisions of this Assignment are binding upon Assignors, Assignee and their respective successors and assigns and will inure to the benefit of the other party and its respective successors and assigns.
4. Each party hereby agrees to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary, to effectuate, carry out, and comply with the agreements set forth in this Assignment.
5. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Florida without giving effect to the conflicts of laws principles thereof or of any other state.

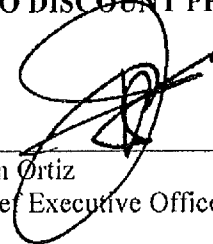
6. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Assignment may be executed by facsimile or portable document formation (.pdf), which shall be deemed and original in all cases.

*[Signatures on following page]*

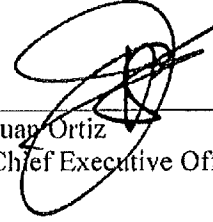
IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

**ASSIGNORS**

**NAVARRO DISCOUNT PHARMACIES, LLC**

By:   
Name: Juan Ortiz  
Title: Chief Executive Officer

**NAVARRO DISCOUNT PHARMACIES NO. 1, LLC**

By:   
Name: Juan Ortiz  
Title: Chief Executive Officer

**ASSIGNEE**

**CVS PHARMACY, INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

**ASSIGNORS**

**NAVARRO DISCOUNT PHARMACIES, LLC**

By: \_\_\_\_\_  
Name: Juan Ortiz  
Title: Chief Executive Officer

**NAVARRO DISCOUNT PHARMACIES NO. 1, LLC**

By: \_\_\_\_\_  
Name: Juan Ortiz  
Title: Chief Executive Officer

**ASSIGNEE**

**CVS PHARMACY, INC.**

By: \_\_\_\_\_  
Name: Robert T. Marcello  
Title: Senior Vice President

[Signature Page to Assignment of Trademarks]

**EXHIBIT A**

**TRADEMARKS**

<u>TRADEMARK REGISTRATIONS</u>	<u>TYPE/CLASS</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>	<u>CURRENT OWNER</u>
<b>Better Selection, Better Prices, Every Day!</b>	Service Mark, IC 35, 41	4097332	2/7/2012	Navarro
<b>Don't Pay Drugstore Prices!</b>	Service Mark, IC 35	2897150	10/26/2004	Navarro
<b>Mejor Seleccion, Mejores Precios ...</b>	Service Mark, IC 35, 41	4107000	2/28/2012	Navarro
<b>Magellan Distribution Solutions</b>	Service Mark, IC 35	4325026	4/23/2013	Navarro
<b>Navarro</b>	Service Mark, IC 35	2098890	9/23/1997	Navarro
<b>Navarro</b>	Trademark, IC 5	2045934	3/18/1997	Navarro Discount Pharmacies No. 1, LLC
<b>Navarro</b>	Trademark, IC 3	2102864	10/7/1997	Navarro
<b>Navarro Discount Pharmacies &amp; Design</b>	Service Mark, IC 35, 41	4134301	5/1/2012	Navarro
<b>Navarro Discount Pharmacy &amp; Design</b>	Service Mark, IC 35, 41	85306392	5/12/2012	Navarro
<b>Navarro Discount Pharmacy &amp; Design</b>	Service Mark, IC 35, 41	4145129	5/22/2012	Navarro
<b>Vida Mia &amp; Design</b>	Trademark IC 3, 5, 6, 9, 16, 21, 29, 30 and 32	4376916	7/30/2013	Navarro
<b>Vida Mia</b>	Trademark IC 3, 5, 6, 9, 16, 21, 29, 30 and 32	4317675	4/9/2013	Navarro
<b>Navarro Discount Pharmacy</b>	Service Mark, IC 35	4,520,233	5/1/2012	Navarro Discount Pharmacy
<b>Navarro</b>	Specialty and closed-door pharmacy products and services	Common Law		Navarro

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