

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walgreen Co.		04/07/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Walgreens Infusion Services, Inc.		
Street Address:	1411 Lake Cook Road		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3041542	FACTOR APE	
Registration Number:	2947872	OPTION CARE	
Registration Number:	2972844	I-EMPHSYS	
Registration Number:	3429522	OPTIONCARE	
Registration Number:	1804925	OPTIONCARE	
Registration Number:	1331421	OPTION CARE	
Registration Number:	1604898	OPTIONET	
Serial Number:	86095751	PARTNERPOINT CLINICAL MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>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.</i>			
Phone:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	34231-759-RFS		
NAME OF SUBMITTER:	Rob Soneson		

CH \$215.00 3041542

SIGNATURE:	/rsoneson/
DATE SIGNED:	04/07/2015
Total Attachments: 5 source=Trademark Assignment - Banks (Executed)_(35692121_1)#page1.tif source=Trademark Assignment - Banks (Executed)_(35692121_1)#page2.tif source=Trademark Assignment - Banks (Executed)_(35692121_1)#page3.tif source=Trademark Assignment - Banks (Executed)_(35692121_1)#page4.tif source=Trademark Assignment - Banks (Executed)_(35692121_1)#page5.tif	

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment"), dated as of April 7, 2015, is by and between Walgreen Co., an Illinois corporation ("Assignor"), and Walgreens Infusion Services, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor, MDP HC Holdings, LLC, a Delaware limited liability company, HC Group Holdings I, LLC, a Delaware limited liability company, HC Group Holdings II, Inc., a Delaware corporation, and HC Group Holdings III, Inc. a Delaware corporation are parties to that certain Contribution and Purchase Agreement dated January 16, 2015 (the "Purchase Agreement");

WHEREAS, Assignor is the registered owner of the registered U.S. trademarks and trademark applications set forth on Schedule A attached hereto (hereinafter the "Marks") and the goodwill of the business symbolized thereby and

WHEREAS, in accordance with the Purchase Agreement, Assignor has agreed to transfer to Assignee prior to the Closing all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee its entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and all (i) income, royalties, claims for damages, profits, costs, damages, and payments due or payable at the effective date or thereafter (including damages and payments for any past, current, or future infringements, misappropriations, or dilutions of such Marks), (ii) rights to sue, recover and collect for any past, present, or future infringements, misappropriations, or dilutions of such Marks, and (iii) corresponding rights that, now or hereafter, may be secured throughout the world with respect to such Marks. Assignor will do all things necessary, proper or advisable to reasonably assist Assignee in transferring such Marks. This Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Assignee is the successor-in-interest to the ongoing business of Assignor, or that portion of the business to which the Marks pertain.

2. Filing with the USPTO. The parties intend that this assignment is for recordation purposes only, and the Assignor agrees that the Assignee may record this Assignment with the United States Patent and Trademark Office.

3. Definitions. Unless otherwise defined herein, terms capitalized and used herein will be defined as they are defined in the Purchase Agreement.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal Laws (as opposed to the conflicts of law provisions) of the State of Illinois. By the execution and delivery of this Assignment, Assignor and Assignee submit to the

personal jurisdiction of any federal or state court in the State of Illinois in any suit or proceeding arising out of or relating to this Assignment.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

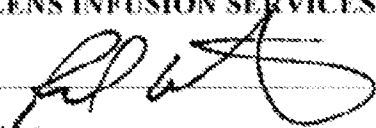
6. Entire Agreement; Amendments. This Assignment contains the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all other prior representations, warranties, agreements, understandings or letters of intent between the parties which representations, warranties, agreements, understandings, or letters of intent shall be of no force or effect for any purpose, and shall be interpreted without reference to any prior drafts hereof. This Assignment shall not be amended, modified, or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the day and year first above written.

ASSIGNEE:

WALGREENS INFUSION SERVICES, INC.

By: 

Name: Paul Mastrapa

Title: President

[Signature Page to Trademark Assignment]

SCHEDULE A

Marks

Registered Trademarks:

Mark	Reg. Number	Reg. Date
FACTOR APE	3041542	10-Jan-2006
OPTION CARE	2947872	10-May-2005
I-EMPHSYS	2972844	19-Jul-2005
OPTIONCARE	3429522	20-May-2008
OPTIONCARE (stylized)	1804925	16-Nov-1993
OPTION CARE	1331421	16-Apr-1985
OPTIONET	1604898	3-Jul-2009

Trademark Applications:

Application	Serial Number	Filing Date
PARTNERPOINT CLINICAL MANAGEMENT	86095751	18-Oct-2013