

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Main Street Vaccines, Inc.		04/09/2015	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	NDC MSV, Inc.		
Street Address:	402 BNA Drive, Suite 500		
Internal Address:	c/o National Distribution & Contracting		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37217		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4304990	MSV MAIN STREET VACCINES	
Registration Number:	3882830	MAIN STREET VACCINES	
CORRESPONDENCE DATA			
Fax Number:	8883259116		
<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>			
Email:	jessica.davis@lockelord.com		
Correspondent Name:	Jessica Davis		
Address Line 1:	2800 Financial Plaza		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	308282.0005		
NAME OF SUBMITTER:	Jessica Davis		
SIGNATURE:	/JDavis/		
DATE SIGNED:	04/16/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment is made on this 9th day of April, 2015 (the "**IP Assignment**") by and among NDC MSV, Inc., a Delaware corporation ("**Assignee**"), and Main Street Vaccines, Inc., a New Jersey corporation ("**Assignor**"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, by an Asset Purchase and Contribution Agreement dated as of the date hereof by and between Assignor, Assignee, NDC Holdco, LLC and Dr. Allen Menkin (the "**Asset Purchase Agreement**"), the Assignor has sold all of its right, title, and interest in and to the Acquisition Assets to Assignee, and in connection therewith, the Assignor has agreed to assign, and Assignee has agreed to acquire, all of the Assignor's right, title and interest in and to all of the trademarks (including common law rights), trade names, service marks, trade dress, logos, trade names, corporate names and domain names, along with the goodwill associated therewith, including but not limited to the trademarks and domain names listed on Exhibit A hereto, in all jurisdictions in all the world, and all registrations, renewals and applications therefor, owned and used by the Assignor in connection with the operation of the Business (the "**Intellectual Property**"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, sell, transfer and convey to Assignee, all of the Assignors' right, title, and interest in and to the Intellectual Property throughout the world, including all goodwill pertaining thereto, and all rights to petition, sue, or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong directly relating to any of the Intellectual Property.

This IP Assignment does not extend upon or limit the rights, obligations, representations, warranties and/or indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

The Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are reasonably necessary to register or renew or otherwise give full effect to and to perfect the rights of Assignee under this IP Assignment in and to the Intellectual Property, including, without limitation, all documents reasonably necessary to register in the name of Assignee the assignment of the Intellectual Property with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar; and at Assignee's expense, provide reasonable assistance in any proceedings relating to Assignee's right, title, interest and benefit in and to the Intellectual Property.

This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

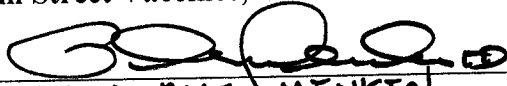
This IP Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware (without application of principles of conflicts of law).

This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment on the date first written above.

Main Street Vaccines, Inc.

By: 

Name: DR. ALLEN MENKIN

Title: President & CEO

NDC MSV, Inc.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment on the date first written above.

Main Street Vaccines, Inc.

By: _____
Name:
Title:

NDC MSV, Inc.

By: J. Scott Crawford
Name: J. Scott Crawford
Title: Treasurer

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005499 FRAME: 0006

EXHIBIT A

Intellectual Property

1. Registered Trademarks:

(a) “MSV Main Street Vaccines” word mark and logo and service mark.

<u>Mark</u>	<u>USPTO Reg. No. / Reg. Date</u>	<u>Goods/Services / DOFU</u>	<u>Owner</u>
MSV Main Street Vaccines	4304990/March 19, 2013	Administration of an online discount program for enabling participants to obtain discount on vaccines through use of a discount membership.	Seller

(b) “Main Street Vaccines” word mark and service mark:

<u>Mark</u>	<u>USPTO Reg. No. / Reg. Date</u>	<u>Goods/Services / DOFU</u>	<u>Owner</u>
Main Street Vaccines	3882830/ November 30, 2010	Administration of an online discount program for enabling participants to obtain discounts on vaccines through use of a discount membership.	Seller

2. Common law trademark rights associated with Seller name, any abbreviations or variations thereof.

3. Domain name: www.mainstreetvacs.com registered with GoDaddy.com