

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merrill Corporation		07/01/2014	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	HomeTown Pharmacy Inc.		
Doing Business As:	Merrill Pharmacy		
Street Address:	60 E. 82nd St		
Internal Address:	P.O. Box 884		
City:	Newaygo		
State/Country:	MICHIGAN		
Postal Code:	49337		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77682319	DR. SIRLIN'S OINTMENT	
CORRESPONDENCE DATA			
Fax Number:	2318616925		
<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:	2316527810, x12		
Email:	bob.osbourne@hometownpharmacy.com		
Correspondent Name:	HomeTown Pharmacy Inc.		
Address Line 1:	60 E. 82nd St.		
Address Line 2:	P.O. Box 884		
Address Line 4:	Newaygo, MICHIGAN 49337		
NAME OF SUBMITTER:	Bob Osbourne		
SIGNATURE:	/Robert M. Osbourne/		
DATE SIGNED:	07/30/2015		
Total Attachments: 1			
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OP \$40.00 77682319

AMENDMENT TO ASSET PURCHASE AGREEMENT

THIS AMENDMENT TO THE ASSET PURCHASE AGREEMENT ("Amendment") is executed as of the 1 day of July, 2014, by and between **THE MERRILL CORPORATION** ("Seller"), and **HOMETOWN PHARMACY, INC.** (the "Buyer").


RECITAL

Seller and Buyer are parties to that certain Asset Purchase Agreement dated June 3, 2014, (the "Agreement") for the purchase and sale of a business and assets of the Seller located and operated at 606 N. Main Street, Mishawaka.

Buyer and Seller have agreed to an additional the Agreement as follows:

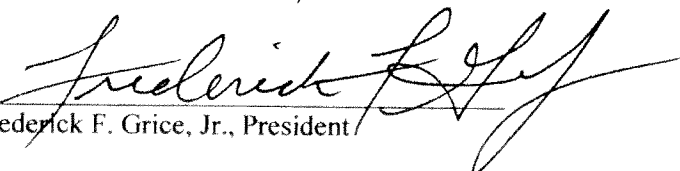
1. It is agreed that Buyer, as of the Closing, shall obtain the rights to use the name "Merrill Pharmacy" for the conduct of its pharmacy business in Mishawaka, Indiana, subject to the condition that if in the opinion of Marc Merrill the acts, conduct or reputation of Buyer at any time reflects negatively on the name "Merrill" and Marc Merrill so notifies Buyer of the same and demands the name "Merrill" no longer be used by Buyer, all use of the name "Merrill Pharmacy", all similar variations thereof and all uses of the name "Merrill" will cease within thirty (30) days thereafter. Buyer shall have no right to sell, license or assign any right to use the name "Merrill Pharmacy" or "Merrill" without the prior written consent of Marc Merrill, which consent may be granted or withheld for any reason.
2. It is agreed that Buyer, as of the Closing and as part of the "Purchased Assets", shall obtain all of Seller's rights and interest in and to the product known as "Dr. Sirlin's Ointment". Seller makes no representations or warranties of any kind related to such rights and interest. Buyer agrees Seller shall have no liability for any claims, damages, actions or losses that may arise as a result of the production, sale, marketing, or use of Dr. Sirlin's Ointment as of and after the date of Closing, and Buyer shall indemnify Seller and its officers, directors and shareholder from all claims, damages, actions, and liabilities of every kind that arise from or are in any way associated with the production, sale, marketing and use of Dr. Sirlin's Ointment at any time after the date of Closing.
3. The Closing Date as provided in paragraph 3 of the Agreement shall be July 1, 2014, effective 12:01 a.m. on July 1, 2014.
4. The provisions of paragraphs 1, 2 and 3 shall be read as part of the Agreement. Except as expressly modified herein, the terms of the Agreement shall remain in full force and effect as stated therein. Any terms not defined herein shall have the definitions given to them in the Agreement.

THE MERRILL CORPORATION

By: 

Marc Merrill, President

HOMETOWN PHARMACY, INC.

By: 

Frederick F. Grice, Jr., President