

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370693

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Target Brands, Inc.		12/16/2015	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3875032	CLEARRX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3038630223		
<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>			
<b>Phone:</b>	303-863-9700		
<b>Email:</b>	sstavish@sheridanross.com		
<b>Correspondent Name:</b>	Sabrina C. Stavish		
<b>Address Line 1:</b>	Sheridan Ross P.C.		
<b>Address Line 2:</b>	1560 Broadway, Suite 1200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	8335-11		
<b>NAME OF SUBMITTER:</b>	Sabrina C. Stavish		
<b>SIGNATURE:</b>	/Sabrina Stavish/		
<b>DATE SIGNED:</b>	01/27/2016		
<b>Total Attachments: 5</b>			
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**U.S. TRADEMARK ASSIGNMENT**

This U.S. Trademark Assignment (this “**Assignment**”), dated as of December 16, 2015, is entered into between Target Brands, Inc., a Minnesota corporation (“**Assignor**”) and CVS Pharmacy, Inc., a Rhode Island corporation (“**Assignee**”). Each of Assignor and Assignee are referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Target Corporation, a Minnesota corporation and the sole stockholder of Assignor (“**Target**”) and Assignee are parties to that certain Asset Purchase Agreement entered into on June 12, 2015 (the “**Asset Purchase Agreement**”), pursuant to which Target and any of its applicable Seller Affiliates agreed to transfer to Assignee all of Target’s and its applicable Seller Affiliate’s right, title, and interest in and to the Transferred Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** All capitalized terms in this Assignment will have the same meaning as such terms have in the Asset Purchase Agreement.
2. **Assignment.** Assignor hereby sells, assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in and to the Transferred Intellectual Property set forth on Exhibit A attached hereto, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, including all causes of action and rights of recovery for past, present, or future infringement, dilution or misappropriation of such Transferred Intellectual Property.
3. **Authorization.** Assignor hereby authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, the Registrar of Copyrights, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment.
4. **Further Assurances.** Assignor agrees that, upon commercially reasonable request from time to time, it will (or direct any Affiliates to, if applicable) execute and deliver all such additional documents as may be reasonably required, and at Assignee’s expense do all other acts which may be reasonably necessary or appropriate to perfect or record the right or title of Assignee to the Transferred Intellectual Property transferred hereby.
5. **Successors and Assigns.** This Assignment will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
6. **Subject to Asset Purchase Agreement.** This Assignment is subject to all the terms and conditions of the Asset Purchase Agreement. No provision of this Assignment will be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the

terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement will control.

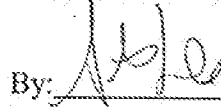
7. **Counterparts.** This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each of the Parties and delivered, in person or by facsimile, or by electronic image scan, receipt acknowledged, to the other Parties.
8. **Governing Law.** This Assignment and disputes relating hereto (whether for breach of Contract, tortious conduct or otherwise) will be governed and construed in accordance with the laws of the State of Delaware, without reference to its conflicts of law principles.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date set forth in the first paragraph.

**ASSIGNOR:**

TARGET BRANDS, INC.

By: 

Name: Stephen C. Lee  
Title: Vice President

**ASSIGNEE:**

CVS PHARMACY, INC.

By: \_\_\_\_\_

Name: David M. Denton  
Title: Executive Vice President and Chief  
Financial Officer

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date set forth in the first paragraph.

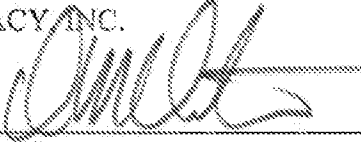
ASSIGNOR:

TARGET BRANDS, INC.

By: \_\_\_\_\_  
Name: Stephen C. Lee  
Title: Vice President

ASSIGNEE:

CVS PHARMACY INC.

By:  \_\_\_\_\_  
Name: David M. Denton  
Title: Executive Vice President and Chief  
Financial Officer

*Signature Page to U.S. Trademark Assignment*

**TRADEMARK**  
**REEL: 005717 FRAME: 0322**

**Exhibit A**

**Trademarks and Trademark Applications**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
U.S.	CLEARRX	78/555,115	27-Jan-05	3,875,032	9-Nov-10

*Exhibit A*