

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370872

<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>
The Great Atlantic & Pacific Tea Company, Inc.		01/19/2016	CORPORATION: MARYLAND
<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: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4325358	LIVE BETTER	
<b>Registration Number:</b>	4094111	LIVE BETTER	
<b>Registration Number:</b>	4089723	LIVE BETTER	
<b>Registration Number:</b>	3452346	LIVE BETTER WELLNESS CLUB	
<b>Registration Number:</b>	3491210	LIVE BETTER! WELLNESS CLUB	
<b>Registration Number:</b>	4444405	WELLNESS FACTOR	
<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 C. Stavish/		

CH \$165.00 4325358

<b>DATE SIGNED:</b>	01/28/2016
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**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of January 20, 2016, is entered into by and between The Great Atlantic & Pacific Tea Company, Inc., a Maryland corporation ("Assignor") and CVS Pharmacy, Inc., a Rhode Island corporation ("Assignee"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the IP Asset Purchase Agreement dated January 19, 2016 by and between Assignor and Assignee (the "Purchase Agreement").

WHEREAS Assignor is the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Trademarks to Assignee, free and clear of all Liens.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Assignor does hereby assign, sell and transfer to Assignee, free and clear of all Liens, all of its right, title and interest in and to the Trademarks, together with (i) the applications and registrations of the Trademarks, (ii) the goodwill of the business symbolized by and associated with the Trademarks and (iii) all rights, remedies, defenses, Litigations, whether known or unknown, past, present, or future, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and in Assignor's behalf and instead of Assignor, to execute

and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

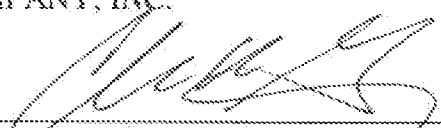
\* \* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

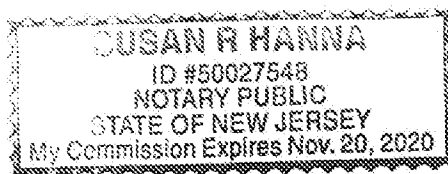
THE GREAT ATLANTIC & PACIFIC TEA  
COMPANY, INC.

By:   
Name: Christopher W. McGarry  
Its: Executive Vice President and Chief  
Administrative Officer

STATE OF NEW JERSEY        )  
  ) ss:  
COUNTY OF BERGEN        )

On the 19 day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Christopher W. McGarry, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Susan R Hanna  
Notary Public



*Signature Page to Trademark Assignment*

**TRADEMARK**  
**REEL: 005718 FRAME: 0125**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNEE:

CVS PHARMACY, INC.

By: S. Husain  
Name: Syed Husain Vice President  
Its:

STATE OF RHODE ISLAND     )  
   ) ss:  
COUNTY OF PROVIDENCE    )

On the 15<sup>th</sup> day of January in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Syed Husain, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Susan Dupre  
Notary Public

SUSAN DUPRE  
Notary Public  
State of Rhode Island  
My Commission Expires 6-02-2019

**SCHEDULE A**  
**TRADEMARKS**

TRADEMARK	COUNTRY	DATE ISSUED/FILED	SERIAL/APP NO.
LIVE BETTER	USA	April 23, 2013	Ser. No. 85504994 Reg. No. 4325358
LIVE BETTER	USA	August 26, 2009	Ser. No. 77813448 Reg. No. 4094111
LIVE BETTER 	USA	January 24, 2012	Ser. No. 85131981 Reg. No. 4089723
LIVE BETTER! WELLNESS CLUB	USA	June 24, 2008	Ser. No. 77185924 Reg. No. 3452346
LIVE BETTER! WELLNESS CLUB 	USA	August 26, 2008	Ser. No. 77185766 Reg. No. 3491210
WELLNESS FACTOR	USA	December 3, 2013	Ser. No. 85508503 Reg. No. 4444405