

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAFEWAY INC.		02/17/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SAFEWAY HEALTH INC.		
Street Address:	5858 Stoneridge Mall Road		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3776592	RXTE	
CORRESPONDENCE DATA			
Fax Number:	9528855969		
<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:	952-885-5991		
Email:	trademark@mmbllawfirm.com		
Correspondent Name:	James A. Wahl		
Address Line 1:	7760 FRANCE AVENUE SOUTH		
Address Line 2:	SUITE 700		
Address Line 4:	Minneapolis, MINNESOTA 55435		
ATTORNEY DOCKET NUMBER:	13281-10		
NAME OF SUBMITTER:	James A. Wahl		
SIGNATURE:	/James A. Wahl/		
DATE SIGNED:	02/24/2016		
Total Attachments: 3			
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OP \$40.00 3776592

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is entered into by and between **Safeway Inc.**, a Delaware corporation ("Assignor") having its principal offices at 5918 Stoneridge Mall Road, Pleasanton, California 94588, and **Safeway Health Inc.**, a Delaware corporation ("Assignee") having its principal offices at 5858 Stoneridge Mall Road, Pleasanton, California 94588.

WHEREAS, Assignor is the owner of the trademark registration listed on **Schedule A** attached hereto and made a part hereof, and any common-law rights and goodwill associated therewith (the "Trademark"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept such assignment of, in connection with a certain Asset Purchase Agreement between the Assignee and SWH 2015 Holdings, Inc. dated February 17, 2016 (the "Purchase Agreement"), the Trademark pursuant to the terms and conditions of this Assignment and the Purchase Agreement.

NOW, THEREFORE, in agreement with all terms and obligations of the Assignor as set out in the Purchase Agreement, the parties hereby agree as follows:

1. Assignment of Trademark. Effective as of the date executed by Assignor, or, if required by law, when a Trademark matures to registration, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, in perpetuity and royalty-free, all of Assignor's worldwide right, title and interest in and to the Trademark, including, without limitation, (i) the accompanying goodwill of the business symbolized by the Trademark; (ii) all registrations and applications for registration of the Trademark; (iii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to the Trademark, and (iv) Assignor's right to sue for damages and other remedies against past, present and future infringement of the Trademark, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives. The Assignor hereby authorizes the necessary intellectual property, patent and trademark offices in the applicable territories to record the Assignee as the assignee of all right, title and interest in and to the Trademark.

2. Further Assurances. Assignor agrees to execute all documents necessary to perfect such rights, title, and interest in and to the Trademark with the Assignee, its successors, assigns, and legal representatives, and to perform any other acts and make such requested filings as are necessary to confirm and perfect the assignment of all right, title, and interest in and to the Trademark from the Assignor to the Assignee.

3. Warranties. Assignor represents and warrants that Assignor is the exclusive owner of all right, title and interest in and to the Trademark and it has the authority to enter into this Assignment and make the assignment in Section 1 hereof; Assignor has not previously assigned, orally or in writing, to any third party any of Assignor's right, title, or interest in and to the Trademark, including the right to use the Trademark; there are no current or effective licenses, pledges, liens, security interests or other encumbrances of or relating to the Trademark, other than those being released or terminated prior to or on the date hereof in connection with the closing of the transactions contemplated under the Purchase Agreement; and Assignor has obtained all third-party consents, assignments and licenses that are necessary for it to perform under this Assignment. Assignor also represents and warrants that to the best of its knowledge, the Trademark does not violate or infringe upon any trademark, service mark, contract right or other intellectual property right of any other. Assignor further represents and warrants that

Assignor has disclosed to Assignee all material information known to Assignor that is related to Assignor's right, title, and interest in and to the Trademark. Without conducting any investigation, Assignor is not aware of any actual or alleged infringement by the Trademark of any third party U.S. trademarks, or of any actual or alleged infringement by any third party U.S. trademarks upon the Trademark, but makes no representation or warranty other than as set forth in the Purchase Agreement regarding whether or not the Trademark infringes upon or are infringed by any other trademark, trade name or service mark. EXCEPT AS EXPRESSLY SET FORTH ABOVE AND IN THE PURCHASE AGREEMENT, THE TRADEMARK IS ASSIGNED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ANY SUCH REPRESENTATION OR WARRANTY IS EXPRESSLY DISCLAIMED.

4. Assignment Costs. Assignor shall be solely responsible for all costs and fees incurred in connection with recording this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Delaware.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

7. Entire Agreement. This Assignment, together with the Purchase Agreement, constitutes the complete and exclusive agreement between the parties concerning the subject matter hereof, and supersedes all prior written and oral agreements and understandings between the parties. Nothing contained in this Assignment shall be construed to enlarge, alter, change or amend any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

Executed this 17th day of February 2016.

Assignor: SAFEWAY INC.

By: Hawka A. Donald

VP, CORPORATE & BUSINESS LAW
Name and Title

Acknowledged this 17th day of February 2016.

Assignee: SAFEWAY HEALTH INC.

By: Hawka A. Donald

VP, CORPORATE & BUSINESS LAW
Name and Title

SCHEDULE A

Trademark	Territory	International at Class(es)	Application/Registration Info
RxTE	United States	IC 035	US 100 101 102. G & S: Cost management for the health benefit plans of other. FIRST USE: 20081112. FIRST USE IN COMMERCE: 20081112
		IC 044	US 100 101. G & S: Managed health care services. FIRST USE: 20081112. FIRST USE IN COMMERCE: 20081112