

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392069

<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>
HealthSpot, Inc.		06/27/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rite Aid Hdqtrs. Corp.		
<b>Street Address:</b>	30 Hunter Lane		
<b>City:</b>	Camp Hill		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17001		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86409853	CARE NETWORK	
<b>Serial Number:</b>	86327048	CARE4YOU	
<b>Serial Number:</b>	86377231		
<b>Serial Number:</b>	86377189	HEALTHSPOT CARE NETWORK	
<b>Serial Number:</b>	85352533	CARE4	
<b>Serial Number:</b>	85938144	HEALTHSPOT	
<b>Serial Number:</b>	85938239	HEALTHSPOT	
<b>Serial Number:</b>	85352518	HEALTHSPOT	
<b>Serial Number:</b>	85352527	HEALTHSPOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159814750		
<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>	215-981-4865		
<b>Email:</b>	guagliaj@pepperlaw.com, catalant@pepperlaw.com, frankenb@pepperlaw.com		
<b>Correspondent Name:</b>	Joseph C. Guagliardo		
<b>Address Line 1:</b>	3000 Two Logan Square		
<b>Address Line 2:</b>	Eighteenth and Arch Streets		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2799		

OP \$240.00 86409853

<b>ATTORNEY DOCKET NUMBER:</b>	127073.00456
<b>NAME OF SUBMITTER:</b>	Joseph C. Guagliardo
<b>SIGNATURE:</b>	/Joseph C. Guagliardo/
<b>DATE SIGNED:</b>	07/20/2016

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated June 27, 2016, is entered into by and between Myron N. Terlecky, the Chapter 7 Trustee (“**Assignor**”) of HealthSpot, Inc. a Delaware corporation, and Rite Aid Hdqtrs. Corp., a Delaware corporation (“**Assignee**”). Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Purchase Agreement.

### BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated June 8, 2016, by and between Assignor and Assignee, and in accordance with the authority granted the undersigned pursuant to an *Agreed Order (1) Authorizing the Sale of Certain Assets of the Debtor Free and Clear of All Liens, Claims, Liabilities, Rights, Interests and Encumbrances; (2) Authorizing the Trustee to Enter Into and Perform His Obligations Under the Asset Purchase Agreement Attached Hereto; and (3) Granting Related Relief (Related to Doc. 164)*, entered on June 20, 2016, in the bankruptcy proceeding, In re: HealthSpot, Inc., Case No. 16-50183, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee all right, title and interest in and to all of the Intellectual Property.

### AGREEMENT

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

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest (including, without limitation, the right to sue and collect for damages for past, present and future infringement claims) in and to the Intellectual Property, including without limitation the Intellectual Property set forth on Schedule A.

2. Further Assurances. Assignor, at any time as and when reasonably requested by Assignee after the Closing, shall execute, acknowledge, and deliver any further assignments, conveyances and other assurances, documents and instruments of transfer, reasonably requested by Assignee and shall take any other action consistent with the terms of this IP Assignment that may reasonably be requested by Assignee for the purpose of assigning, transferring, granting, conveying and confirming to Assignee, or reducing to possession, any and all right, title and interest sold, conveyed, assigned, transferred and delivered by this IP Assignment.

3. Binding Effect. This IP Assignment shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. All representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall survive the execution and delivery of this IP Assignment and shall continue in full force and effect as provided in the Purchase Agreement. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance,

acquisition or acceptance as to any particular Purchased Asset shall restrict, impair, reduce, expand or otherwise modify the rights or obligations of the parties under, or the terms of, the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein. In the event that any provision of this IP Assignment is construed to conflict with a provision in the Purchase Agreement, the parties agree that the provision in the Purchase Agreement shall be controlling.

4. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the Commonwealth of Pennsylvania applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the Commonwealth of Pennsylvania.

5. Counterparts; Execution By Electronic Means. This IP Assignment may be executed simultaneously in two or more counterparts, which counterparts may be exchanged electronically (by fax or by a "PDF" file sent by electronic mail), and each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of this page was intentionally left blank; signature pages to follow]*

IN WITNESS WHEREOF, each of the parties hereto have caused this IP Assignment to be duly executed on the date first above written.

**ASSIGNOR:**

MYRON TERLECKY, CHAPTER 7 TRUSTEE  
FOR HEALTHSPOT, INC.

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

Name: Myron Terlecky  
Title: Chapter 7 Trustee

**ASSIGNEE:**

RITE AID HDQTRS. CORP.

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

Name: Matthew C. Schroeder  
Title: Vice President and Treasurer

*[Signature page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, each of the parties hereto have caused this IP Assignment to be duly executed on the date first above written.


**ASSIGNOR:**

MYRON TERLECKY, CHAPTER 7 TRUSTEE  
FOR HEALTHSPOT, INC.

By: \_\_\_\_\_  
Name: Myron Terlecky  
Title: Chapter 7 Trustee


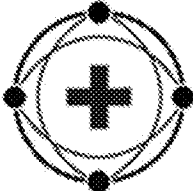

**ASSIGNEE:**

RITE AID HDQTRS. CORP.

By:  \_\_\_\_\_  
Name: Matthew C. Schroeder  
Title: Vice President and Treasurer

*[Signature page to Intellectual Property Assignment Agreement]*

**Trademarks**

<u>Country</u>	<u>Mark</u>	<u>Appln. No./ Reg. No.</u>	<u>Filing Date/ Registration Date</u>	<u>Class</u>
US	CARE NETWORK and Design 	86/409853	09/30/2014	44
US	CARE4YOU	86/327048	07/02/2014	44
US	Design only 	86/377231	08/26/2014	44
US	HEALTHSPOT CARE NETWORK	86/377189	08/26/2014	44
US	CARE4	85/352533 4813056	06/22/2011 09/15/2015	44
US	HEALTHSPOT	85/938144 4598287	05/21/2013 09/02/2014	10
US	HEALTHSPOT	85/938239 4507997	05/21/2013 04/01/2014	38
US	HEALTHSPOT and Design 	85/352518 4518109	06/22/2011 04/22/2014	44
US	HEALTHSPOT	85/352527 4495169	06/22/2011 03/11/2014	44

*[Schedule A to Intellectual Property Assignment Agreement]*