

900300827 09/10/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM316619

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navarro Discount Pharmacies, LLC		09/04/2014	LIMITED LIABILITY COMPANY: FLORIDA
Navarro Discount Pharmacies No. 1, LLC		09/04/2004	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA	
Name:	CVS Pharmacy, Inc.
Street Address:	One CVS Drive
City:	Woonsocket
Slate/Country:	RHODE ISLAND
Postal Code:	02895
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4097332	BETTER SELECTION, BETTER PRICES, EVERY D
Registration Number:	2897150	DON'T PAY DRUGSTORE PRICES
Registration Number:	4107000	¡MEJOR SELECCIÓN, MEJORES PRECIOS, TODOS
Registration Number:	4325026	MAGELLAN DISTRIBUTION SOLUTIONS
Registration Number:	2098890	NAVARRO
Registration Number:	2045934	NAVARRO
Registration Number:	2102864	NAVARRO
Registration Number:	4134301	NAVARRO DISCOUNT PHARMACIES
Registration Number:	4145129	NAVARRO DISCOUNT PHARMACY
Registration Number:	4376916	VIDA MIA
Registration Number:	4317675	VIDA MIA
Registration Number:	4520233	NAVARRO DISCOUNT PHARMACY
Serial Number:	85306392	NAVARRO DISCOUNT PHARMACIES

CORRESPONDENCE DATA
 Fax Number: 5616596313
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.

CH \$245.00 4097332
 OP \$340.00

Phone:	561-653-5000
Email:	angela.martin@akerman.com, peter.chiabotti@akerman.com
Correspondent Name:	Akerman LLP
Address Line 1:	P.O. Box 3188
Address Line 4:	West Palm Beach, FLORIDA 33402-3188
ATTORNEY DOCKET NUMBER:	0286145
NAME OF SUBMITTER:	Peter A. Chiabotti
SIGNATURE:	/Peter A. Chiabotti/
DATE SIGNED:	09/10/2014
Total Attachments: 5 source=Assignment of Trademarks - Fully Executed#page1.tif source=Assignment of Trademarks - Fully Executed#page2.tif source=Assignment of Trademarks - Fully Executed#page3.tif source=Assignment of Trademarks - Fully Executed#page4.tif source=Assignment of Trademarks - Fully Executed#page5.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of September 4, 2014, is entered into by and between Navarro Discount Pharmacies, LLC, a Florida limited liability company (the "Navarro"), Navarro Discount Pharmacies No. 1, LLC, a Florida limited liability company (together with Navarro, "Assignors"), and CVS Pharmacy, Inc., a Rhode Island corporation ("Assignee").

WHEREAS, Assignors own all the trademarks listed on Exhibit A, together with all registrations and applications for registration thereof and all common law rights with respect thereto (the "Trademarks");

WHEREAS, this Assignment is executed and delivered in connection with that certain Asset and Purchase Agreement (the "Purchase Agreement"), dated the date hereof, by and among Assignors, Assignee and certain other signatories thereto, pursuant to which, among other things, Assignors agreed that the trademarks listed on Exhibit A hereto and all rights and goodwill associated therewith (the "Trademarks") be assigned by Assignors to Assignee in connection with the execution of the Purchase Agreement and the good and valuable consideration therein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. Each term which is capitalized, but not defined, in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.
2. Upon and subject to the terms and conditions of this Assignment, Assignors hereby irrevocably convey, transfer and assign to Assignee, free and clear of all Liens, all of Assignors' right, title and interest, whether statutory or under the common law, in and to the Trademarks, together with all rights of action accrued, accruing, and to accrue under and by virtue thereof, including all rights to sue or otherwise recover, including equitable and injunctive relief, for past, present, or future infringement, damages, royalties, fees, and profits and to receive all damages, payments, costs and fees associated therewith. The assignment of the Trademarks granted herein includes an assignment of all goodwill associated therewith.
3. All of the terms and provisions of this Assignment are binding upon Assignors, Assignee and their respective successors and assigns and will inure to the benefit of the other party and its respective successors and assigns.
4. Each party hereby agrees to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary, to effectuate, carry out, and comply with the agreements set forth in this Assignment.
5. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Florida without giving effect to the conflicts of laws principles thereof or of any other state.

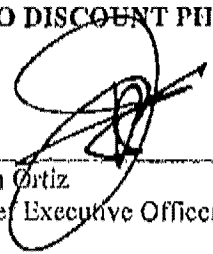
6. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Assignment may be executed by facsimile or portable document formation (.pdf), which shall be deemed and original in all cases.

[Signatures on following page]

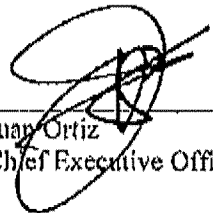
IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

ASSIGNORS

NAVARRO DISCOUNT PHARMACIES, LLC

By: 
Name: Juan Ortiz
Title: Chief Executive Officer

NAVARRO DISCOUNT PHARMACIES NO. 1, LLC

By: 
Name: Juan Ortiz
Title: Chief Executive Officer

ASSIGNEE

CVS PHARMACY, INC.

By: _____
Name:
Title:

[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

ASSIGNORS

NAVARRO DISCOUNT PHARMACIES, LLC

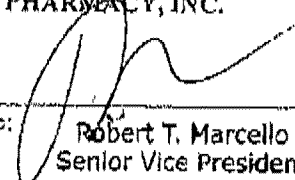
By: _____
Name: Juan Ortiz
Title: Chief Executive Officer

NAVARRO DISCOUNT PHARMACIES NO. 1, LLC

By: _____
Name: Juan Ortiz
Title: Chief Executive Officer

ASSIGNEE

CVS PHARMACY, INC.

By:  _____
Name: Robert T. Marcello
Title: Senior Vice President

{Signature Page to Assignment of Trademarks}

EXHIBIT A

TRADEMARKS

<u>TRADEMARK REGISTRATIONS</u>	<u>TYPE/CLASS</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>	<u>CURRENT OWNER</u>
Better Selection, Better Prices, Every Day!	Service Mark, IC 35, 41	4097332	2/7/2012	Navarro
Don't Pay Drugstore Prices!	Service Mark, IC 35	2897150	10/26/2004	Navarro
Mejor Seleccíon, Mejores Precios ...	Service Mark, IC 35, 41	4107000	2/28/2012	Navarro
Magellan Distribution Solutions	Service Mark, IC 35	4325026	4/23/2013	Navarro
Navarro	Service Mark, IC 35	2098890	9/23/1997	Navarro
Navarro	Trademark, IC 5	2045934	3/18/1997	Navarro Discount Pharmacies No. 1, LLC
Navarro	Trademark, IC 3	2102864	10/7/1997	Navarro
Navarro Discount Pharmacies & Design	Service Mark, IC 35, 41	4134301	5/1/2012	Navarro
Navarro Discount Pharmacy & Design	Service Mark, IC 35, 41	85306392	5/12/2012	Navarro
Navarro Discount Pharmacy & Design	Service Mark, IC 35, 41	4145129	5/22/2012	Navarro
Vida Mia & Design	Trademark IC 3, 5, 6, 9, 16, 21, 29, 30 and 32	4376916	7/30/2013	Navarro
Vida Mia	Trademark IC 3, 5, 6, 9, 16, 21, 29, 30 and 32	4317675	4/9/2013	Navarro
Navarro Discount Pharmacy	Service Mark, IC 35	4,520,233	5/1/2012	Navarro Discount Pharmacy
Navarro	Specialty and closed-door pharmacy products and services	Common Law		Navarro

(29084494;4)

RECORDED: 09/10/2014

TRADEMARK
REEL 005895 FRAME 0823



Erich G. Rynhart
Senior Legal Counsel
Intellectual Property

One CVS Drive, MC 1160
 Woonsocket, RI 02895

p 401-770-4897 f 401-765-7887

erich.rynhart@cvscaremark.com

November 28, 2016

Commissioner for Trademarks
 Attn: Post Registration Unit
 P.O. Box 1451
 Alexandria, Virginia 22313-1451

0140
 Via Facsimile (571) 273-9500

Dear Sir or Madam,

CVS Pharmacy, Inc. ("CVS") writes pursuant to 15 U.S.C. §1057(d) to request the United States Patent and Trademark Office (USPTO) update the Trademark database to show the change in ownership reflected in the Assignment recorded September 10, 2014, for the following registrations:

<u>Word Mark</u>	<u>Application No. Registration No.</u>	<u>Application Date Registration Date</u>
NAVARRO DISCOUNT PHARMACY	App 85867170 Reg 4520233	App 05-MAR-2013 Reg 29-APR-2014
MAGELLAN DISTRIBUTION SOLUTIONS	App 85352043 Reg 4325026	App 21-JUN-2011 Reg 23-APR-2013
NAVARRO DISCOUNT PHARMACIES	App 85306392 Reg 4134301	App 27-APR-2011 Reg 01-MAY-2012
VIDA MIA	App 85299680 Reg 4376916	App 20-APR-2011 Reg 30-JUL-2013
VIDA MIA	App 85300007 Reg 4317675	App 20-APR-2011 Reg 09-APR-2013
NAVARRO DISCOUNT PHARMACY	App 85266999 Reg 4145129	App 15-MAR-2011 Reg 22-MAY-2012
BETTER SELECTION, BETTER PRICES, EVERY DAY!	App 85264752 Reg 4097332	App 11-MAR-2011 Reg 07-FEB-2012
¡MEJOR SELECCIÓN, MEJORES PRECIOS, TODOS LOS DÍAS!	App 85264924 Reg 4107000	App 11-MAR-2011 Reg 28-FEB-2012
NAVARRO	App 75098931 Reg 2102864	App 06-MAY-1996 Reg 07-OCT-1997
NAVARRO	App 75088397 Reg 2045934	App 15-APR-1996 Reg 18-MAR-1997
NAVARRO	App 75087789 Reg 2098890	App 15-APR-1996 Reg 23-SEP-1997

As reflected in the recorded assignment, the new owner of the above registrations is CVS Pharmacy, Inc., a Rhode Island corporation, with an address of One CVS Drive, Woonsocket, Rhode Island 02895, United States.



Additionally, CVS will be handling these registrations internally. Therefore, please remove prior counsel from the USPTO records so that the prior counsel will no longer receive USPTO communications and the correspondence address should be updated to:

CVS Pharmacy, Inc.
Internal Address: Mail Code 1160
Address: One CVS Drive
City: Woonsocket
State: Rhode Island
Zip Code: 02895
Phone: 401-770-1648
Fax: 401-216-3638
Email: IPLegal@CVSCaremark.com
CVS authorizes email communication.

Please contact CVS via the correspondence information above with any questions regarding this request. Thank you for your assistance.

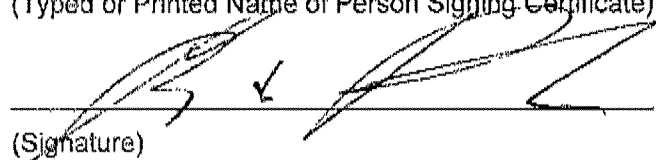
Sincerely,

Erich G. Ryhnhart

CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office on the date shown below.

Erich G. Ryhnhart
(Typed or Printed Name of Person Signing Certificate)


(Signature)

December 1, 2016
(Date)