

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integrated Prescription Solutions, Inc.		10/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Mitchell International, Inc.		
Street Address:	6220 Greenwich Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4007700	INTEGRATED PRESCRIPTION SOLUTIONS	
Registration Number:	4040119	INTEGRATED PRESCRIPTION SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8585236741		
<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:	8587208900		
Email:	shotaling@sheppardmullin.com		
Correspondent Name:	Lisa M. Martens		
Address Line 1:	12275 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	13CN-251530		
NAME OF SUBMITTER:	Lisa M. Martens		
SIGNATURE:	/Lisa M. Martens/		
DATE SIGNED:	02/23/2017		
Total Attachments: 4			
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ANNEX A

ASSIGNMENT OF TRADEMARKS - FOR RECORDATION PURPOSES

This Trademark Assignment (this "Assignment") is entered into as of October 31, 2016 and is delivered in connection with (i) that certain Intellectual Property Assignment Agreement (the "IP Agreement") entered into as of October 31, 2016 by and between Mitchell International, Inc., a Delaware corporation (the "Purchaser") and Integrated Prescription Solutions, Inc., a Delaware corporation (the "Seller"), and (ii) that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of October 26, 2016 by and among Assignor, Assignee, and solely for the purposes of Sections 3.2(b), 8.6, 8.7 and 8.15, Greg Todd and the Stockholder (collectively, the "Nominated Parties"). The Seller and the Purchaser are occasionally referred to herein collectively as the "Parties" and each individually as a "Party". Capitalized terms used in this Agreement without definition have the respective meanings given to them in the Purchase Agreement.

RECITALS

WHEREAS, the Seller has delivered this Assignment signed by the Seller to enable the Purchaser to file it with any appropriate Governmental Authority to indicate ownership of Intellectual Property described below and for the other purposes set forth herein; and

WHEREAS, this Assignment supplements and is in addition to all other rights of the Purchaser under the IP Agreement and the Purchase Agreement and other instruments of transfer delivered in connection with the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this Assignment, the Seller sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to:

- (a) the registered trademarks specifically listed in Schedule A to this Trademark Assignment (collectively, the "Marks"); and
- (b) the following properties and rights with respect to all Marks so listed in Schedule A:
 - (i) all goodwill associated with the business related to the Marks together with all rights to use, license and otherwise exploit the Marks;
 - (ii) any and all registered Marks and applications for registration of the United States that have been or may be granted or filed, respectively, with respect to such Marks;
 - (iii) all foreign Marks that may claim priority based on and correspond to the Marks listed in Schedule A; and
 - (iv) all income, royalties, damages, and payments hereafter due or payable to the Seller with respect to the Marks, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark.

This Assignment is made in connection with the sale of the business to which the Marks relate. As of the date first set forth above, the Purchaser has succeeded to all right, title, and standing of the Seller to: (a) receive all rights and benefits pertaining to the Marks and related rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the Marks described above.

This Assignment (a) is irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this Assignment or facsimile or email transmission of the signature to this Assignment in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and (d) may be signed in counterparts.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first set forth above.

INTEGRATED PRESCRIPTION SOLUTIONS,
INC.

By:

A handwritten signature in black ink, appearing to read "Greg Todd", is written over a horizontal dotted line.

Greg Todd
CEO

[Signature Page to Trademark Assignment]

Schedule A

Trademark	Status	Application Number	Filing Date	Country	Registration Number	Registration Date	Class
INTEGRATED PRESCRIPTION SOLUTIONS (word mark)	Registered	77/813,411	August 26, 2009	USA	4,007,700	August 2, 2011	35; 36
INTEGRATED PRESCRIPTION SOLUTIONS (design mark)	Registered	77/813,409	August 26, 2009	USA	4,040,119	October 18, 2011	35; 36