

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM442987

<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>
Brett Wright, sole member, Wright Specialty Pharmacy and Diabetic Supply, LLC		05/17/2017	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CVS Pharmacy, Inc.		
<b>Street Address:</b>	One CVS Drive		
<b>Internal Address:</b>	Mail Code 1160		
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76711340	BENEVERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4012163638		
<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>	4017704897		
<b>Email:</b>	erich.rhynhart@cvshealth.com		
<b>Correspondent Name:</b>	Erich G. Rhynhart		
<b>Address Line 1:</b>	One CVS Drive		
<b>Address Line 2:</b>	Mail Code 1160		
<b>Address Line 4:</b>	Woonsocket, RHODE ISLAND 02895		
<b>NAME OF SUBMITTER:</b>	Erich G. Rhynhart		
<b>SIGNATURE:</b>	/Erich G. Rhynhart/		
<b>DATE SIGNED:</b>	09/13/2017		
<b>Total Attachments: 3</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as May ~~22~~<sup>22</sup>, 2017, is made by and among Wright Specialty Pharmacy and Diabetic Supply LLC, a Tennessee limited liability company, d/b/a Benevere Pharmacy and d/b/a Benevere Specialty Pharmacy, ("Wright Specialty Pharmacy"), Brett Wright (together with Wright Specialty Pharmacy, "Assignor"), and ProCare Pharmacy, L.L.C., a Rhode Island limited liability company ("Assignee"), having a business address of c/o CVS Pharmacy, Inc., One CVS Drive, Woonsocket, RI 02895.

This Assignment is made pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of March 27, 2017, by and among Seller, Seller Principal and Assignee, concerning the sale and purchase of the Purchased Assets of Seller and Seller Principal. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor desires to assign all of its right, title, and interest to intellectual property rights set forth on Exhibit A (the "Transferred IP"), including without limitation, the trademarks, service marks, and trade names listed therein, including any registrations or applications for registration thereof, to Assignee, as successor to the Assignor's business, as required by 15 USC § 1060, which business is ongoing and existing.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Purchase Agreement, and pursuant to the terms of the Purchase Agreement, Assignor agrees to and does hereby assign, convey, transfer, sell and deliver to Assignee, its successors, legal representatives and assigns, its entire right, title and interest in and to the Transferred IP, along with the goodwill associated with and symbolized by the trademarks and service marks included in the Transferred IP, in the United States and all countries throughout the world, including, but not limited to, the trademark registration set forth on the attached Exhibit A, along with any and all right to collect royalties with respect to the Transferred IP, and any and all rights of recovery based on past and future infringement of the Transferred IP.

*[Balance of page left blank intentionally]*

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument as set forth below.

ASSIGNOR:

Wright Specialty Pharmacy and Diabetic Supply LLC,  
a Tennessee limited liability company,

By: *Brett Wright*  
Brett Wright, Sole Member

*Brett Wright*  
Brett Wright

STATE OF TENNESSEE )  
  ) ss:  
COUNTY OF SHELBY    )

This instrument was acknowledged before me on May 17, 2017, by (i) Brett Wright, the sole Member of Wright Specialty Pharmacy and Diabetic Supply LLC, a Tennessee limited liability company, on behalf of such limited liability company, and (ii) Brett Wright, an individual, on behalf of himself.

(SEAL)

*Michael L. Womack*  
Michael L. Womack  
Notary Public  
My Commission Expires:  
TENNESSEE  
NOTARY  
PUBLIC  
SHELBY COUNTY  
My Commission Expires 01-17-2021

EXHIBIT A

Registered trademarks:

U.S. Trademark Registration No. 4,384,106 for "Benevere"

Unregistered marks:

Benevere Pharmacy  
Benevere Specialty Pharmacy  
Wright Specialty Pharmacy and Diabetic Supply LLC  
Wright Pharmacy  
Wright Specialty Pharmacy