

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457871

<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>
Apothecary by Design Acquisition Co., LLC		01/03/2018	Limited Liability Company: DELAWARE
ABD Group, Inc.		01/03/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ProCare Pharmacy, L.L.C.		
<b>Street Address:</b>	One CVS Drive		
<b>City:</b>	Woonsocket		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02895		
<b>Entity Type:</b>	Limited Liability Company: RHODE ISLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4171454	APOTHECARY BY DESIGN	
<b>Serial Number:</b>	87290212	ABD	
<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@cvscaremark.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>	Donna Griffiths		
<b>SIGNATURE:</b>	/donna griffiths/		
<b>DATE SIGNED:</b>	01/12/2018		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of January 7, 2018, is entered into by and between Apothecary by Design Acquisition Co., LLC, a Delaware limited liability company d/b/a Apothecary by Design (“**Seller**”), ABD Group, Inc., a Delaware corporation (“**Guarantor**”, and together with Seller, collectively, “**Assignor**”) and ProCare Pharmacy, L.L.C., a Rhode Island limited liability company (“**Assignee**”). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Asset Purchase and Sale Agreement dated November 17, 2017 by and among Assignor and Assignee, as amended (the “**Purchase Agreement**”).

WHEREAS, each Assignor is the owner of all right, title, interest, and goodwill in and to its respective trademarks, trademark registrations and applications listed in the attached Schedule A (the “**Trademarks**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, sell and transfer its entire right, title and interest in and to the Trademarks to Assignee, free and clear of all Liens.

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

Assignor does hereby assign, sell and transfer to Assignee, free and clear of all Liens, all of its respective right, title and interest in and to the Trademarks, together with (i) the applications and registrations of the Trademarks, (ii) the goodwill of the business symbolized by and associated with the Trademarks and (iii) all rights, remedies, defenses, whether known or unknown, past, present, or future, of any nature relating to the Trademarks, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Trademarks. Assignor does further consent to the recordation of this Assignment with any governmental agency.

Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor’s agents and attorneys-in-fact to

act for and in Assignor's behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding.

This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

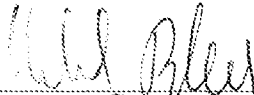
\* \* \* \*

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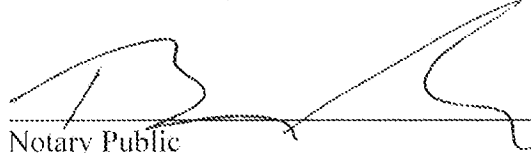
ASSIGNOR:

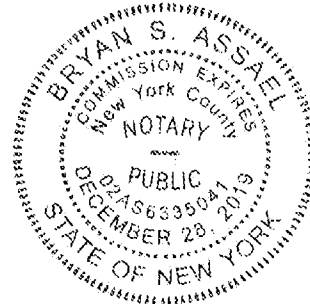
ABD GROUP, INC.

By:   
Name: Harold Blac  
Title: President

STATE OF New York )  
  ) SS:  
COUNTY OF New York )

Subscribed and sworn to before me this 3<sup>rd</sup> day of January, 2018, by  
Harold Blac, as the president of  
ABD Group.

  
\_\_\_\_\_  
Notary Public  
My commission expires:



[Signature Page to Trademark Assignment Agreement]

ASSIGNEE:

PROCARE PHARMACY, L.L.C.

By: [Signature]  
Name: **Syed Husain**  
Its: **Vice President**

STATE OF Rhode Island )  
COUNTY OF Providence ) SS:

Subscribed and sworn to before me this 3<sup>rd</sup> day of January, 2018, by  
Syed Husain, as the Vice President of  
Procare Pharmacy, L.L.C.

[Signature]  
Notary Public

My commission expires:

Susan M. Schadone  
Notary Public - 46180  
State of Rhode Island  
My Comm Expires 3/9/2020

\_\_\_\_\_  
Notary Public

**SCHEDULE A**

**TRADEMARKS**

<b>Mark/Name</b>	<b>Stats/Status Date</b>	<b>Brief Goods/Services</b>	<b>Owner Information</b>	<b>TM/AN/RN/Disclaimer</b>
<u>APOTHECARY BY DESIGN</u>	Registered on July 10, 2012	(Int'l Class: 35) mail order pharmacy services; pharmaceutical services, namely, processing online and telephone prescription orders in retail and central fill pharmacies; retail pharmacy services.	Apothecary by Design Acquisition Co., LLC, 141 Preble Street, Portland, ME 04101	<u>APOTHECARY BY DESIGN</u>  RN: 4171454 SN: 85471382 Disclaimer: NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "APOTHECARY" APART FROM THE MARK AS SHOWN
<u>ABD</u>	<ul style="list-style-type: none"><li>• Pending filed on January 5, 2017</li><li>• NOA issued on July 4, 2017</li><li>• Statement of Use filed on December 15, 2017</li></ul>	(Int'l Class: 35) mail order pharmacy services; retail pharmacy services; specialized retail pharmacy services for patients with particular medical conditions.	ABD Group, Inc. 126 East 56 <sup>th</sup> Street, Floor 23, New York, NY 10022	<u>ABD</u>  SN: 87290212