

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464450

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|---|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PILL SUITE, LLC | | 02/23/2018 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | APOTHECARY PRODUCTS, LLC | | |
| Street Address: | 11750 12th Avenue South | | |
| City: | BURNSVILLE | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55337 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4970000 | PILL SUITE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6123713207 | | |
| <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: | 612-371-3501 | | |
| Email: | tmg@ballardspahr.com | | |
| Correspondent Name: | MARILYN J. HARGENS | | |
| Address Line 1: | 80 South Eighth Street | | |
| Address Line 2: | Suite 2000 IDS Center | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Marilyn J. Hargens | | |
| SIGNATURE: | /Marilyn Hargens/ | | |
| DATE SIGNED: | 03/06/2018 | | |
| Total Attachments: 3 | | | |
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| source=5 - APL_Pill Suite - Trademark Assignment#page2.tif | | | |
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of February 28, 2018, by Pill Suite, LLC, a Florida limited liability company ("Assignor"), in favor of Apothecary Products, LLC, a Delaware limited liability company ("Assignee").

Assignor is the owner of the trademarks and/or trademark applications set forth on Exhibit A (the "Marks"). Assignor has agreed to assign to Assignee all legal and beneficial right, title, interest and licenses in and to the Marks. Assignee is a successor to the business of Assignor to which the Marks pertain, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor sells, assigns and transfers to Assignee all right, title and interest of Assignor in and to the Marks, together with the goodwill of the business symbolized thereby and also including all common law trademark, service mark and trade name rights in the Marks, as well as the right to recover and have damages and profits for past infringement, if any.

2. Assignor will, upon request and without further consideration, assist Assignee in the prosecution before the United States Patent and Trademark Office and the federal courts of the United States of any matters relating to the Marks, including renewals, continuations, divisions, reissues, and substitutions, that Assignee elects to make covering the Marks.

3. Assignor will not execute any writing nor do any act conflicting with this Assignment, and Assignor will at any time upon request, without further consideration, execute such additional writings and do such additional acts, including the giving of testimony, as Assignee or its successors and assigns may deem necessary or desirable in the enjoyment of this Assignment, and in enforcing any rights relating hereto.

4. The Commissioner for Trademarks of the United States is authorized and requested to recognize Assignee as the owner of the Marks. Assignor also authorizes and requests the equivalent authorities in foreign countries to issue the Marks of foreign countries to Assignee as requested.

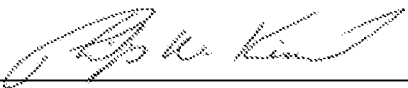
5. This Assignment and all the terms hereof inure to the benefit of and are binding upon Assignor and Assignee and their respective successors, assigns and legal representatives.

* * * * *

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

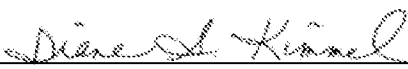
ASSIGNOR:

PILL SUITE, LLC

By: 

Name: Philip W. Kimmel

Title: Authorized Signatory

By: 

Name: Diane S. Kimmel

Title: Authorized Signatory

[Signature page to Trademark Assignment]

EXHIBIT A
TO TRADEMARK ASSIGNMENT

| Mark | Registration No. / Serial No. | Registration / Filing Date | Jurisdiction |
|------------|-------------------------------|----------------------------|--------------|
| Pill Suite | 4970000 / 86546661 | May 31, 2016/Feb 26, 2015 | U.S. |