

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM478040

<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>
REEVES-SAIN DRUG STORE, INC.		06/01/2018	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Advanced Care Scripts, Inc.		
<b>Street Address:</b>	One CVS Drive		
<b>Internal Address:</b>	Mailcode: 1160		
<b>City:</b>	Woonsocket		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02895		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4849608	ENTRUSTRX	
<b>Registration Number:</b>	4849609	ENTRUSTRX	
<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>	401-770-4897		
<b>Email:</b>	IPLegal@CVSCaremark.com		
<b>Correspondent Name:</b>	Erich G. Rhynhart		
<b>Address Line 1:</b>	One CVS Drive		
<b>Address Line 2:</b>	Mailcode: 1160		
<b>Address Line 4:</b>	Woonsocket, RHODE ISLAND 02895		
<b>NAME OF SUBMITTER:</b>	Amanda Clarke		
<b>SIGNATURE:</b>	/Amanda Clarke/		
<b>DATE SIGNED:</b>	06/14/2018		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of June 1, 2018, is entered into by and among National Pharmaceutical Network, Inc., a Florida corporation (“**NCN**”), Reeves-Sain Drug Store, Inc. d/b/a EntrustRx, a Tennessee corporation (“**EntrustRx**”), Fred’s Stores of Tennessee, Inc., a Delaware corporation (“**Equity Holder**”), and Fred’s, Inc., a Tennessee corporation (“**Guarantor**”, and, together with NCN, EntrustRx and Equity Holder, “**Assignors**”) and Advanced Care Scripts, Inc., a Florida corporation (“**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 as of May 4, 2018, by and between Assignors and Assignee (the “**Purchase Agreement**”).

WHEREAS Assignors owns of all right, title, interest, and goodwill in and to the intellectual property listed in the attached Schedule A (the “**Assigned IP**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to assign, sell and transfer their respective and entire right, title and interest in and to the Assigned IP to Assignee.

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:

Each Assignor does hereby assign, sell and transfer to Assignee, free and clear of all liens, security interests and other encumbrances, all of its respective right, title and interest, including common law right, title and interest, in and to the Assigned IP, together with (i) the goodwill of the Business symbolized by and associated with the Assigned IP and (ii) all rights, remedies, defenses, whether known or unknown, past, present, or future, of any nature relating to the Assigned IP, including all rights to enforce any assignment of, license to, or confidentiality covenant with respect to, any Assigned IP. Each Assignor does further consent to the recordation of this Assignment with any governmental agency.

Each 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.

Each Assignor agrees to cooperate with Assignee to initiate the transfer process in relation to the domain name(s) set forth on Schedule A attached hereto, which domain name(s) are a part of the Assigned IP transferred hereunder, electronically from each such Assignor’s account(s) to Assignee’s account(s). Each Assignor further agrees to complete, execute, notarize (as necessary) and deliver at any future date any additional documents that the applicable domain name registrar determines are necessary to perfect the transfer of the domain name(s) from each such Assignor to Assignee and Assignee’s resulting status as registrant of the domain name(s) including, but not limited to, any transfer documents required by a domain name registrar or where electronic transfer is not possible.

In the event that any 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, each Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as such Assignor’s agents and attorneys-in-fact to act for and in such Assignor’s behalf and instead of such Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Assigned IP 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.

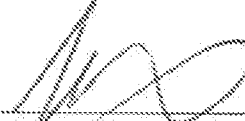
\* \* \* \*

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IN WITNESS WHEREOF, each Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNORS:

NATIONAL PHARMACEUTICAL NETWORK,  
INC.

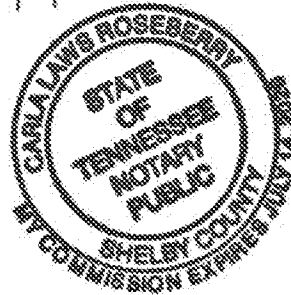
By: 

Name: Joe Anto

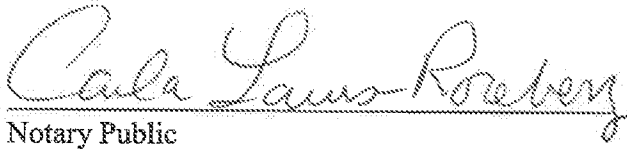
Title: Interim CEO/CFO

Date: 6/1/18

STATE OF Tennessee )  
 ) SS:  
COUNTY OF Shelby )



Subscribed and sworn to before me this 31<sup>st</sup> day of May, 2018, by Joe Anto, as the Interim CEO of National Pharmaceutical Network.



Notary Public

My commission expires:

7/14/20

IN WITNESS WHEREOF, each Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNORS:

REEVES-SAIN DRUG STORE, INC. D/B/A  
ENTRUSTRX

By: [Signature]

Name: Joe Anto

Title: Interim CEO/CFO

Date: 6/1/18

STATE OF Tennessee )  
 ) SS:  
COUNTY OF Shelby )



Subscribed and sworn to before me this 1<sup>st</sup> day of June, 2018 by  
Joe Anto, as the Interim CEO of  
Reeves-Sain Drug Store.

Carla Laws Roseberry  
Notary Public  
My commission expires:  
7/14/20

IN WITNESS WHEREOF, each Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNORS:

FRED'S STORES OF TENNESSEE, INC.

By: [Signature]

Name: Joe Asto

Title: Interim CEO/CFO

Date: 6/1/18



STATE OF Tennessee )  
 ) SS:  
COUNTY OF Shelby )

Subscribed and sworn to before me this 1<sup>st</sup> day of June, 2018, by  
Joe Asto, as the Interim CEO of  
Fred's Stores of Tennessee, Inc.

[Signature]  
Notary Public

My commission expires:

7/14/20

IN WITNESS WHEREOF, each Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNORS:

FRED'S, INC.

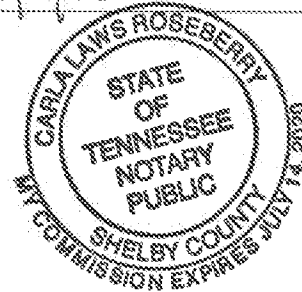
By: [Signature]

Name: Joe Anto

Title: Interim CEO/CFO

Date: 6/1/18

STATE OF Tennessee )  
 ) SS:  
COUNTY OF Shelby )



Subscribed and sworn to before me this 1<sup>st</sup> day of June, 2018, by Joe Anto, as the Interim CEO of Fred's, INC.

[Signature: Carla Laws Roseberry]

Notary Public

My commission expires:

7/14/20





**SCHEDULE A**

**ASSIGNED IP**

1. Domain Name: EntrustRx.com
2. The mark as set forth below, Registration No. 4,849,608

**ENTRUSTRX**

3. The word mark and design as set forth below, Registration No. 4,849,609

