

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geisinger Medical Management Corporation		09/19/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Geisinger Clinic		
Street Address:	100 North Academy Avenue		
City:	Danville		
State/Country:	PENNSYLVANIA		
Postal Code:	17822-4031		
Entity Type:	Non-Profit Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3355318	CARESITE SPECIALTY RX	
CORRESPONDENCE DATA			
Fax Number:	7038367419		
<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>			
Email:	bassam.ibrahim@bipc.com		
Correspondent Name:	Bassam N. Ibrahim		
Address Line 1:	1737 King Street, Suite 500		
Address Line 4:	Alexandria, VIRGINIA 22314-2727		
ATTORNEY DOCKET NUMBER:	0068623-001086		
NAME OF SUBMITTER:	Bassam N. Ibrahim		
SIGNATURE:	/Bassam N. Ibrahim/		
DATE SIGNED:	09/19/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into between Geisinger Medical Management Corporation, a Corporation organized and existing under the laws of the state of Pennsylvania and having a place of business at 100 NORTH ACADEMY AVENUE, DANVILLE, Pennsylvania 17822-4031, U.S.A. ("Assignor") and GEISINGER CLINIC a Not-for-Profit Corporation, organized and existing under the laws of the state of Pennsylvania and having a place of business at 100 NORTH ACADEMY AVENUE, DANVILLE, Pennsylvania 17822-4031, U.S.A. ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. trademark registrations listed in the attached Schedule A (the "Mark").

NOW THEREFORE, be it known that, for and in consideration of 1 (one) dollar, and other good and valuable consideration, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Mark, including, without limitation, trademarks, and/or service marks, together with the goodwill associated with the foregoing and the ongoing and existing business to which the trademarks/service marks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (3) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "*Assigned Intellectual Property*").

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property in the United States of America, together with the goodwill of the business associated therewith and symbolized by the Assigned Intellectual Property, in its entirety, and the assets of the business associated with the Assigned Intellectual Property, in their entirety. With respect to applications filed in the United States Patent and Trademark Office ("USPTO") on the basis of the applicant's intent to use such marks in commerce, as to which evidence of such use has not yet been filed in the USPTO, such mark is being assigned to the successor to the business of the applicant or portion thereof to which such mark pertain, which business is ongoing and existing. Assignor hereby authorizes and requests any official of the United States of America whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment.

4. Assignor further covenants and agrees to cooperate with and reasonably assist Assignee in obtaining, enforcing and defending Assignee's rights in the Assigned Intellectual Property, including without limitation, in proceedings before any court or tribunal, the United

States Patent and Trademark Office, or another agency or authority, it being understood that any expense incident to such assistance shall be borne by the Assignee, its successors and assigns.

5. All assignments to be executed and return to the attention of:

Bassam N. Ibrahim
Buchanan Ingersoll & Rooney, PC
1737 King Street
Suite 500
Alexandria, VA 22314
Telephone: 703-836-6620
Facsimile: 703-836-2021
Email: bassam.ibrahim@bipc.com

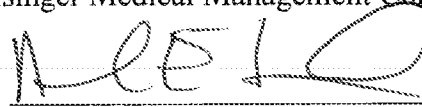
IN WITNESS WHEREOF, the said Assignor has executed this Assignment.

Geisinger Medical Management Corporation

Date:

9/19/2018

By:




Name: Daniel E. Lohr

Title: Associate Chief Legal Officer and Assistant
Secretary

U.S. FEDERAL TRADEMARK REGISTRATION

SCHEDULE A

MARK	APPL. No.	REG No.	SERVICES	REG. DATE
CARESITE SPECIALTY RX & Design 	77133034	3355318	Specialty retail pharmacy services and providing retail pharmacy services to long-term health care facilities; retail pharmacy services and specialty pharmacy services provided via a global computer network in Class 35	December 18, 2007