

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PayFlex Systems USA, Inc.		01/09/2019	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	CVS Pharmacy, Inc.		
Street Address:	One CVS Drive		
Internal Address:	Mailcode: 1160		
City:	Woonsocket		
State/Country:	RHODE ISLAND		
Postal Code:	02895		
Entity Type:	Corporation: RHODE ISLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3966998	HEALTHHUB	
Registration Number:	4388400	HEALTHHUB	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	401-770-4897		
Email:	IPLegal@CVSCaremark.com		
Correspondent Name:	CVS Pharmacy, Inc.		
Address Line 1:	One CVS Drive		
Address Line 2:	Mailcode: 1160		
Address Line 4:	Woonsocket, RHODE ISLAND 02895		
NAME OF SUBMITTER:	Amanda Clarke		
SIGNATURE:	/Amanda Clarke/		
DATE SIGNED:	01/10/2019		
Total Attachments: 2			
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source=Assignment.PayFlex Systems USA#page2.tif			

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Trademark Assignment Agreement

This Trademark Assignment Agreement ("Trademark Assignment"), dated as of January 17, 2019 is made by PayFlex Systems USA, Inc. ("Assignor"), a Nebraska corporation, located at 10802 Farnam Drive, Suite 100, Omaha, Nebraska 68154, in favor of CVS Pharmacy, Inc. ("Assignee"), a Rhode Island corporation, located at One CVS Drive, Woonsocket, Rhode Island 02895.

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee certain trademarks and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the United States Patent and Trademarks Office to record and register this Trademark Assignment upon request by Assignee.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

PAYFLEX SYSTEMS USA, INC.

By: 

Name: Jeffrey A. Protexor

Title: Chief Compliance Officer

ASSIGNEE:

CVS PHARMACY, INC.

By: 

Name: Thomas S. Moffatt
Vice President and Corporate Secretary

Title: _____

Trademark Assignment Agreement

SCHEDULE 1
ASSIGNED TRADEMARKS

Trademark	Country	Application No.	Registration No.
HealthHub	United States	77816522	3966998
HealthHub	United States	77884661	4388400