

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513617

|   |  |                                      |                                     |
|---|--|--------------------------------------|-------------------------------------|
| <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>                  |
| Pharmaceutical Innovations, LLC   |  | 10/19/2018                           | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                                      |                                     |
| <b>Name:</b>  | JTJ Medical Supply Inc.                            |                                      |                                     |
| <b>Street Address:</b>  | 2692 OAK RIDGE COURT                               |                                      |                                     |
| <b>City:</b>  | FORT MYERS   |                                      |                                     |
| <b>State/Country:</b>   | FLORIDA  |                                      |                                     |
| <b>Postal Code:</b>   | 33901  |                                      |                                     |
| <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>   | 3337749  | MED BOX PERSONALIZED PILL BOX SYSTEM |                                     |
| <b>Registration Number:</b>   | 3278411  | MAIL-MEDS CLINICAL PHARMACY          |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                                      |                                     |
| <b>Fax Number:</b>  |  |                                      |                                     |
| <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>   | 9415525546   |                                      |                                     |
| <b>Email:</b>   | estamoulis@williamsparker.com                      |                                      |                                     |
| <b>Correspondent Name:</b>  | Elizabeth Stamoulis                                |                                      |                                     |
| <b>Address Line 1:</b>  | 200 S. Orange Avenue                               |                                      |                                     |
| <b>Address Line 4:</b>  | Sarasota, FLORIDA 34236                            |                                      |                                     |
| <b>NAME OF SUBMITTER:</b>   | Elizabeth Stamoulis                                |                                      |                                     |
| <b>SIGNATURE:</b>   | /Elizabeth Stamoulis/                              |                                      |                                     |
| <b>DATE SIGNED:</b>   | 03/11/2019   |                                      |                                     |
| <b>Total Attachments: 4</b>   |  |                                      |                                     |
| source=Trademark Assignment Agreement#page1.tif   |  |                                      |                                     |
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OP \$65.00 3337749

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of October 19, 2018, is made by Pharmaceutical Innovations, LLC, a Delaware limited liability company ("Assignor"), in favor of JTI Medical Supply Inc., a Florida corporation ("Assignee").

WHEREAS, Assignor is owned solely by Jonathan J. Fitzpatrick and Mark J. Theobald (collectively, the "Owners"); and

WHEREAS, Owners, together with Rishikumar Patel ("RP"), collectively own all the issued and outstanding equity interests in Assignee; and

WHEREAS, Owners and RP intend to sell certain shares of Assignee to CAN Community Health, Inc., a Florida not for profit corporation (the "Sale"); and

WHEREAS, as owners of equity interests in Assignee, Owners will receive benefit from the Sale; and

WHEREAS, the Sale would not occur but for this Trademark Assignment; and

WHEREAS, Owners have therefore agreed to cause Assignor 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 right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 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 Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or convenient to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee or any assignee or successor thereof.

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. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

Pharmaceutical Innovations, LLC, a Delaware  
limited liability company

By: 

Name: MARK J. THEOBALD

Title: MANAGER/OWNER

JTJ Medical Supply Inc. a Florida corporation

By: 

Mark J. Theobald, President

[Signature Page to Trademark Assignment Agreement]

**SCHEDULE 1**

**Assigned Trademarks**

| <b>Mark</b>                             | <b>Jurisdiction</b> | <b>Registration Number</b> | <b>Registration Date</b> |
|---|---------------------|----------------------------|--------------------------|
| MED BOX PERSONALIZED<br>PILL BOX SYSTEM | USA                 | 3337749                    | November 20, 2007        |
| MAIL-MEDS CLINICAL<br>PHARMACY          | USA                 | 3278411                    | August 14, 2007          |

[Schedule 1 to Trademark Assignment Agreement]