

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528556

<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>
NS3 Health, LLC		06/07/2019	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ProCare Pharmacy, L.L.C.		
<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>	Limited Liability Company: RHODE ISLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4737721	COMMCARE	
<b>Serial Number:</b>	88064446	ACRO PHARMACEUTICAL SERVICES	
<b>Registration Number:</b>	4759836	ACRO PHARMACEUTICAL SERVICES	
<b>Registration Number:</b>	4759838	ACRO PHARMACEUTICAL SERVICES	
<b>Serial Number:</b>	88064495	COMMCARE SPECIALTY PHARMACY	
<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>	4017704897		
<b>Email:</b>	Erich.Rhynhart@CVSHealth.com		
<b>Correspondent Name:</b>	CVS Pharmacy, Inc.		
<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>	06/20/2019		

CH \$140.00 4737721

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of June 7, 2019, is entered into by and among Commcare Pharmacy – FTL, LLC, a Florida limited liability company (“**Commcare**”), Acro Pharmaceutical Services, LLC, a Pennsylvania limited liability company (“**Acro**”), NS3 Health, LLC, a Florida limited liability company (“**Equity Holder**” and, together with Commcare and Acro, “**Assignors**”) and ProCare Pharmacy, L.L.C, a Rhode Island limited liability company (“**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 6, 2019, by and between Assignors and Assignee (the “**Purchase Agreement**”).

WHEREAS Assignors own 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 as set forth below.

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:

Pursuant to the Purchase Agreement, Assignors shall transfer Assigned IP to Assignee in two phases: (i) all Assigned IP, with the exception of Transferred Websites, shall be transferred to Assignee as of Closing; and (ii) the Transferred Websites shall be transferred to Assignee as of the date that is ninety (90) days after Closing.

Assignor shall 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 all of the Assigned IP as set forth in this Assignment, 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.

\* \* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNORS:

COMMCARE PHARMACY - FTL, LLC

By:   
Name: Craig McKasson  
Title: Chief Financial Officer

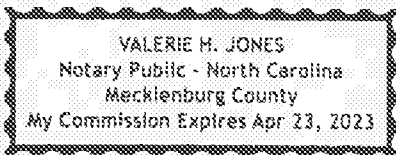
Date: June \_\_\_\_\_, 2019

STATE OF North Carolina )  
 ) SS:  
COUNTY OF Mecklenburg )

Subscribed and sworn to before me this June day of 2019, by  
Craig McKasson, as the CFO of  
Comcare Pharmacy - FTL, LLC



Notary Public  
My commission expires: April 23, 2023



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

ASSIGNORS:

ACRO PHARMACEUTICAL SERVICES, LLC

By: [Handwritten Signature]

Name: Craig McKasson  
Title: Chief Financial Officer

Date: June \_\_\_\_\_, 2019

STATE OF North Carolina )  
 ) SS:  
COUNTY OF Mecklenburg )

Subscribed and sworn to before me this June day of 2019, by  
Craig McKasson, as the CFO of  
ACRO Pharmaceutical Services, LLC

[Handwritten Signature: Valerie H. Jones]

Notary Public  
My commission expires: April 23, 2023

VALERIE H. JONES  
Notary Public - North Carolina  
Mecklenburg County  
My Commission Expires Apr 23, 2023

[Faint, illegible stamp]

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

ASSIGNORS:

NS3 HEALTH, LLC

By: *Craig McKasson*

Name: Craig McKasson

Title: Chief Financial Officer

STATE OF North Carolina )  
 ) S:  
COUNTY OF Mecklenburg )

Subscribed and sworn to before me  
Craig McKasson as the  
NS3 Health, LLC

VALERIE H. JONES  
Notary Public - North Carolina  
Mecklenburg County  
My Commission Expires Apr 23, 2023

Valerie H. Jones  
Notary Public  
My commission expires: April 23, 2023

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

ASSIGNEE:

PROCARE PHARMACY, L.L.C.

By: *[Signature]*

Name: \_\_\_\_\_

Title: Syed Husain  
Vice President

Date: June 5, 2019

STATE OF Rhode Island ) SS:

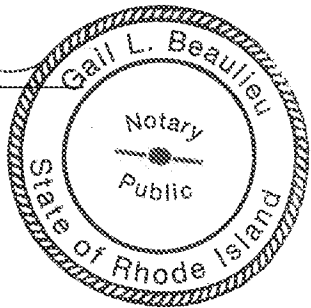
COUNTY OF Providence

Subscribed and sworn to before me this 5 day of June, by  
Syed Husain, as the Vice President of  
Procure Pharmacy, L.L.C.

Gail L. Beaulieu  
Notary Public

My commission expires: 6/27/2021

Gail L. Beaulieu  
Notary Public 28998  
State of Rhode Island  
My Comm. Expires 06/27/2021





**SCHEDULE A**

**ASSIGNED IP**

A. The following trade names/marks, and all derivatives thereof:

1. COMMCARE, Registration No. 4,737,721, and any deviation thereof.
2. COMMCARE PHARMACY, and any deviation thereof.
3. COMMCARE SPECIALTY PHARMACY, and any deviation thereof.
4. ACRO PHARMACEUTICAL SERVICES (PTO Serial Number 88064446, filed with the PTO on August 3, 2018), and any deviation thereof.
5. ACRO PHARMACEUTICAL SERVICES, Registration No. 4,759,836, and any deviation thereof.
6. ACRO PHARMACEUTICAL SERVICES and the design below, Registration No. 4,759,838, and any deviation thereof:



B. All Social Media Accounts specifically dedicated to Commcare and Acro to the extent the Company has an ownership interest, including:

1. Facebook: “Commcare Pharmacy,” and any deviation thereof.
2. LinkedIn: “Commcare Pharmacy,” and any deviation thereof.
3. Domain Name: facebook.com/Commcare-Pharmacy-184296892696/
4. Domain Name: linkedin.com/company/commcare-pharmacy

C. The following Domain Names, and any deviations thereof, to the extent the Company has any rights therein:

1. Domain Name: [commcarepharmacy.com](http://commcarepharmacy.com)
2. Domain Name: commcarereports.com
3. Domain Name: commcarespecialtypharmacy.com
4. Domain Name: commcarespecialtypharmacy.net
5. Domain Name: commcarespecialtypharmacy.org
6. Domain Name: acropharmacy.com
7. Domain Name: oncologyassist.com
8. Domain Name: transplantassist.com