

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553470

<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>
Ace Drug, Inc. dba Hollywood Medical Supply		11/12/2019	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PromptCare Florida, Inc.		
<b>Street Address:</b>	41 Spring Street		
<b>City:</b>	New Providence		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07974		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5189581	HOLLYWOOD MEDICAL SUPPLY 02	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175231231		
<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>	6175701000		
<b>Email:</b>	SAllirampersad@goodwinlaw.com		
<b>Correspondent Name:</b>	Goodwin Procter LLP		
<b>Address Line 1:</b>	100 Northern Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	136123/283639		
<b>NAME OF SUBMITTER:</b>	Shaleena Alli-Rampersad/Paralegal		
<b>SIGNATURE:</b>	/Shaleena Alli-Rampersad/		
<b>DATE SIGNED:</b>	12/16/2019		
<b>Total Attachments: 3</b>			
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source=PromptCare_Hollywood - Trademark Assignment (Executed) (002)#page2.tif			
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OP \$40.00 5189581

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 12th day of November, 2019, by and between Ace Drug, Inc. dba Hollywood Medical Supply, a corporation organized and existing under the laws of Florida, and having a usual place of business at 2131 Hollywood Blvd., Unit 104, Hollywood, Florida 33020 ("Assignor") and PromptCare Florida, Inc. a corporation organized and existing under the laws of Delaware, and having a usual place of business at 41 Spring Street, New Providence, New Jersey 07974 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the federal trademark "Hollywood Medical Supply", registration number 5189581, registered on April 25, 2017 (the "Mark");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement by and among Assignor, Robert Lichtenstein and Assignee, dated as April 26, 2019 (the "Purchase Agreement"), pursuant to which Assignor will transfer, sell and convey to Assignee substantially all of the assets of Assignor, including the Mark and the goodwill of the business symbolized thereby at the closing of the transactions contemplated thereby (the "Closing");

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Mark to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

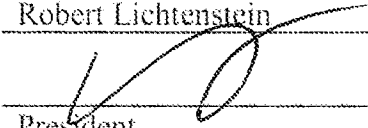
Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment. Assignor makes no representations or warranties with respect to the Mark except as expressly set forth in the Agreement.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: ACE DRUG, INC., DBA  
HOLLYWOOD MEDICAL  
SUPPLY

Name: Robert Lichtenstein  
Signature:   
Title: President

ASSIGNEE: PROMPTCARE FLORIDA, INC.

Name: Thomas Voorhees  
Signature:  
Title: President and Chief Executive  
Officer

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