900558617 07/13/2020

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM586235 Stylesheet Version v1.2

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the Assignee previously recorded on Reel 006867 Frame 0968. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.
RESUBMIT DOCUMENT ID:	900540641

CONVEYING PARTY DATA

Name Formerly		Execution Date	Entity Type	
Lincare Licensing Inc.		01/31/2020	Corporation: DELAWARE	

RECEIVING PARTY DATA

Name:	OCT Pharmacy, L.L.C.	
Street Address:	19387 U.S. 19 North	
City:	Clearwater	
State/Country: FLORIDA		
Postal Code:	33764	
Entity Type: Limited Liability Company: MICHIGAN		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4517622	ACTIVE INFUSION

CORRESPONDENCE DATA

Fax Number: 3129847700

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.

Phone: 3129847551

Email: lgrabowski@mwe.com

Correspondent Name: L. Grabowski / McDermott Will & Emery

Address Line 1: 444 W. Lake Street, Suite 4000 Chicago, ILLINOIS 60606-0029

ATTORNEY DOCKET NUMBER:	P. INDIANA
NAME OF SUBMITTER:	Laurin Grabowski
SIGNATURE:	/lauringrabowski/
DATE SIGNED:	07/13/2020

Total Attachments: 6

source=Lincare - OCT Intercompany Trademark Assignment Agreement Fully Executed#page1.tif source=Lincare - OCT Intercompany Trademark Assignment Agreement Fully Executed#page2.tif

TRADEMARK 900558617 REEL: 006990 FRAME: 0381 source=Lincare - OCT Intercompany Trademark Assignment Agreement Fully Executed#page3.tif source=Lincare Licensing to OCT Pharmacy TM Assignment cover sheet as filed#page1.tif source=Lincare Licensing to OCT Pharmacy TM Assignment cover sheet as filed#page2.tif source=Lincare Licensing to OCT Pharmacy TM Assignment cover sheet as filed#page3.tif

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "<u>Assignment</u>") is effective as of January 31, 2020 (the "<u>Effective Date</u>"), by and between Lincare Licensing Inc., a Delaware corporation (the "<u>Assignor</u>"), and OCT Pharmacy, L.L.C., a Michigan limited liability company (the "<u>Assignee</u>").

WHEREAS, Assignor exclusively owns all rights, title and interest in and to the trademark set forth in Schedule A attached hereto and incorporated by this reference (the "Mark");

WHEREAS, Assignor wishes to assign the Mark and any registrations and/or applications for such Mark with the U.S. Patent and Trademark Office to Assignee; and

WHEREAS, the parties desire to effectuate and memorialize their desire for Assignor to assign to Assignee and Assignee to receive from Assignor all rights, title and interest in and to the Mark and any registrations and/or applications for such Mark with the U.S. Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts from Assignor the Mark, and all rights, title and interests in and to the Mark and its respective applications, and all goodwill associated with and symbolized by the Mark, throughout the world, together with the goodwill of the business symbolized by the Mark, and the registrations and applications therefor, including without limitation, any and all causes of action and other rights assertable under the Mark, the right to sue third parties for past, present, and future infringement of or improper activities regarding the Mark, the right to assume any licenses connected with the Mark, and the right to enjoy all of the monetary benefits arising from the Mark, including monetary benefit obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, upon Assignee's reasonable request and without further consideration, to cause such further acts as may be necessary or desirable to confirm, transfer, perfect, and defend Assignee's ownership of the Mark
- 3. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 4. This Assignment may not be changed or modified in any regard except by an instrument in writing and signed by the parties hereto. This Assignment, and any subsequent written amendments or modifications to this Assignment, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its or any other jurisdiction's conflict of laws rules or principles. This Assignment may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each party, with the intent to be legally bound, has caused this Trademark Assignment to be entered into and executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

LINCARE LICENSING INC.

Name: Crispin Teufel

Title: Chief Executive Officer

ASSIGNEE:

OCT PHARMACY, L.L.C.

Name: Greg McCarthy

Title: Chief Operating Officer

SCHEDULE A

MARK

TM/AN/RN/ Disclaimer	Status/Key Dates	Full Goods/Services
ACTIVE INFUSION RN: 4517622 SN: 86044155 Disclaimer: "INFUSION"	Registered Principal Register - Sec. 2(F) April 22, 2014 Int'l Class: 44 First Use: January 18, 2002 Filed: August 21, 2013	(Int'l Class: 44) health care services, namely, providing intravenous infusion therapies and services on an inpatient, clinical and in- residence basis; health care services, namely, leasing infusion therapy related medical equipment to patients for home use and providing information on the use of the equipment; health care services, namely, providing patients with infusion therapies in the nature of total parenteral nutrition, parenteral nutrition, intravenous immunoglobulin, pain management therapies, chemotherapy, hydration and electrolyte therapy, specialized parenteral therapies, disease management therapies, rehabilitative therapies, and respiratory therapies

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

	Name	Formerly	Execution Date	Entity Type	
Lir	ncare Licensing Inc.		01/31/2020	Corporation: DELAWARE	

RECEIVING PARTY DATA

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Phone:	3129847551		
Email:	lgrabowski@	mwe.com	
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.			
Correspondent Name:		ki / McDermott Will & Emery	
Address Line 1:	Address Line 1: 444 W. Lake Street, Suite 4000		
Address Line 4: Chicago, ILLINOIS 60606-0029			
NAME OF SUBMITTER:		Laurin Grabowski	
Signature:		/lauringrabowski/	
Date:		02/20/2020	
source=Lincare Licensing to	o OCT Phar	rmacy TM Assignment#page1.tif rmacy TM Assignment#page2.tif rmacy TM Assignment#page3.tif	

Fee calculated, according to the USPTO fee table					
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Recording trademark assignment, agreement or other paper, first mark per document	8521	40.0	3	40.0	
Total				\$40.00	

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