

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONEPOINT PATIENT CARE, LLC		09/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OP PHARMACY, LLC		
Doing Business As:	DBA ONEPOINT PATIENT CARE		
Street Address:	805 Whittington Parkway		
Internal Address:	Suite 400		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40222		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88848564	COMP+	
Serial Number:	87065189	CONCIERGE PBM	
Serial Number:	88848751	CONNECTION+	
Serial Number:	90133623	CONNECT+	
Serial Number:	87065098	DIRECT EXPRESS	
Serial Number:	85495240	HOSPICE PHARMACY CENTER OF EXCELLENCE	
Serial Number:	78753455	ONEPOINT PATIENT CARE	
Serial Number:	78813193	ONEPOINT PATIENT CARE	
Serial Number:	87065144	NEXT DAY VALET	
Serial Number:	87890588	ONECONNECTPOINT	
Serial Number:	87724523	ONECONNECTPOINT	
Serial Number:	87151095	RX ACCUTRACK	
Serial Number:	86816310	WHAT ONE CAN DO.	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$340.00 88848564

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 502-825-0220
Email: acahill@cahill-ip.com
Correspondent Name: Amy Sullivan Cahill
Address Line 1: 6013 Brownsboro Park Boulevard
Address Line 2: Suite B
Address Line 4: Louisville, KENTUCKY 40207

NAME OF SUBMITTER:	Amy Sullivan Cahill
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SIGNATURE:	/Amy Sullivan Cahill/
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DATE SIGNED:	10/02/2020
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”), dated as of September 30, 2020, is by and between ONEPOINT PATIENT CARE, LLC, Delaware limited liability company (“**Assignor**”), and OP PHARMACY, LLC d/b/a ONEPOINT PATIENT CARE, a Delaware limited liability company (the “**Assignee**”).

RECITALS

WHEREAS, Assignor, Assignee, each of the Persons listed on Annex I attached thereto (collectively, the “**Holders**”), and, solely for purposes of Section 2.1(b) and Article 5 thereof, PHARMACY CORPORATION OF AMERICA, a California corporation (“**PCA**”), are parties to that certain Asset Purchase Agreement dated August 25, 2020 (“**Purchase Agreement**”);

WHEREAS, the execution and delivery of this Trademark Assignment by Assignor and Assignee is a condition to the obligations of the parties to the Purchase Agreement to consummate the transactions contemplated by the Purchase Agreement;

WHEREAS, Assignor wishes to transfer and assign to Assignee all of its right, title, and interest in and to the identified trademarks list in Exhibit A attached hereto (the “**Marks**”), and the parties wish to evidence this absolute transfer of rights by this Trademark Assignment; and

WHEREAS, any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Purchase Agreement;

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally sells, assigns and transfers to Assignee, and Assignee hereby accepts, (i) Assignor’s entire worldwide right, title and interest in and to the Marks together with all the goodwill of the business associated therewith and symbolized thereby; (ii) any trademark registrations Assignor has prosecuted and maintained at the United States Patent and Trademark Office for the Marks, along with any priorities, rights or registrations resulting therefrom; and (iii) any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.

Section 2. Asset Purchase Agreement. The representations and warranties of Assignor applicable to the Marks, together with all limitations, restrictions, disclaimers and other provisions thereof, are contained in the Purchase Agreement. NOTHING CONTAINED IN THIS TRADEMARK ASSIGNMENT AGREEMENT SHALL IN ANY WAY SUPERSEDE, MODIFY, REPLACE, AMEND, CHANGE, RESCIND, WAIVE OR OTHERWISE AFFECT ANY OF THE PROVISIONS SET FORTH IN THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS AND INDEMNITIES SET FORTH THEREIN.

Section 3. Recordation and Further Action. Assignor agrees, for itself and its successors, with Assignee and its successors and assigns, but at Assignee's expense, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to maintain, review, and otherwise secure the grant of the Marks in the United States to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such Marks.

Section 4. Amendments. This Trademark Assignment may not be amended except by an instrument in writing signed by the Assignee and the Assignor.

Section 5. Governing Law. This Trademark Assignment will be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law principles of any jurisdiction.

Section 6. 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.

Section 7. Counterparts; Facsimile or Electronic Signatures. This Trademark Assignment may be executed by two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single instrument. Execution and delivery of this Trademark Assignment by facsimile or electronic or email exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Trademark Assignment by such party. Such electronic copies shall constitute enforceable original documents

[signature page follows]

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

ASSIGNEE:

OP PHARMACY, LLC d/b/a ONEPOINT PATIENT CARE

By: 

Name: Robert E. Dries

Title: President

ASSIGNOR:

ONEPOINT PATIENT CARE, LLC

By: _____

Name:

Title:

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

ASSIGNEE:

OP PHARMACY, LLC d/b/a ONEPOINT PATIENT CARE

By: _____

Name:

Title:

ASSIGNOR:

ONEPOINT PATIENT CARE, LLC

By:  _____

Name: James A. Otterbeck

Title: Chairman

EXHIBIT A

Marks

Mark	Serial Number	Registration Number	Filing Date	Registration Date
COMP+	88848564	N/A	March 26, 2020	N/A
Concierge PBM	87065189	5402437	June 8, 2016	February 13, 2018
Connection+	88848751	N/A	March 26, 2020	N/A
Connect+	90133623	N/A	August 24, 2020	N/A
Direct Express	87065098	5402435	June 8, 2016	February 13, 2018
Hospice Pharmacy Center of Excellence	85495240	4466950	December 14, 2011	January 14, 2014
Integrated Care Solutions	N/A	N/A	N/A	N/A
OnePoint Patient Care	78753455	3171126	November 14, 2005	November 14, 2006
OnePoint Patient Care and design	78813193	3205566	February 13, 2006	November 21, 2006
Next Day Valet	87065144	5402436	June 8, 2016	February 13, 2018
OneConnectPoint	87890588	5622550	April 24, 2018	December 4, 2018
OneConnectPoint	87724523	5534266	December 18, 2017	
RX ACCUTRACK	87151095	5124477	August 25, 2016	January 17, 2017
What one can do.	86816310	5016456	November 11, 2015	August 9, 2016