

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Johnson's Pharmaceutical Services, Inc.		04/19/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Polaris Pharmacy Services of Pennsylvania LLC		
Street Address:	2000 Clairton Road		
City:	West Mifflin		
State/Country:	PENNSYLVANIA		
Postal Code:	15122		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5455149	PURE [PACK]	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	4108951218		
Email:	jgreenberg@rosenbergmartin.com		
Correspondent Name:	Jeffrey Greenberg		
Address Line 1:	25 S. Charles Street		
Address Line 2:	21st Floor		
Address Line 4:	Baltimore, MARYLAND 21201		
NAME OF SUBMITTER:	Jeffrey Greenberg		
SIGNATURE:	/Jeffrey Greenberg/		
DATE SIGNED:	11/19/2023		
Total Attachments: 4			
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OP \$40.00 5455149

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“*IP Assignment*”), dated as of this 19th day of April 2021, is made by Johnson’s Pharmaceutical Services, Inc., a Pennsylvania corporation (“*Seller*”), in favor of Polaris Pharmacy Services of Pennsylvania LLC, a Pennsylvania limited liability company (“*Buyer*”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, by and among Buyer, Seller, and the other parties identified therein, dated as of even date herewith (the “*Purchase Agreement*”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “*Assigned IP*”):

(a) the trademark registration for the “Purepack” mark, under Reg. No. 5,455,149 and all issuances, extensions, and renewals thereof (the “*Trademark*”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;

(b) all rights of any kind whatsoever of Seller 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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 govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

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

6. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[Signatures appear on the following page.]

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

SELLER:

JOHNSON'S PHARMACEUTICAL
SERVICES, INC.

By: *[Signature]*
Name: *William Johnson*
Title: *President*

BUYER:

POLARIS PHARMACY SERVICES OF
PENNSYLVANIA LLC

By: _____
Name:
Title:

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


SELLER:

JOHNSON'S PHARMACEUTICAL
SERVICES, INC.

By: _____
Name:
Title:

BUYER:

POLARIS PHARMACY SERVICES OF
PENNSYLVANIA LLC

By: 
Name: *DAVID ROMO*
Title: *CEO*