

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS 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>
NEIGHBORCARE HOLDINGS, INC.		04/29/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TIDEWATER HEALTHCARE SHARED SERVICES GROUP, INC.		
<b>Street Address:</b>	1000 Corporate Centre Drive		
<b>Internal Address:</b>	#100		
<b>City:</b>	Franklin		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37067		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3034523	TIDEWATER GROUP PURCHASING	
<b>Registration Number:</b>	3034598	TIDEWATER GROUP PURCHASING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)281-0717		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-454-5000		
<b>Email:</b>	docketingpgh@pepperlaw.com		
<b>Correspondent Name:</b>	Pepper Hamilton LLP		
<b>Address Line 1:</b>	500 Grant Street		
<b>Address Line 2:</b>	50th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	129401.68/8 AND/9		
<b>NAME OF SUBMITTER:</b>	Paul J. Kennedy		

CH \$65.00 3034523

Signature:	/Paul J. Kennedy/
Date:	06/10/2011
Total Attachments: 9 source=neighborcaretotidewaterassignment#page1.tif source=neighborcaretotidewaterassignment#page2.tif source=neighborcaretotidewaterassignment#page3.tif source=neighborcaretotidewaterassignment#page4.tif source=neighborcaretotidewaterassignment#page5.tif source=neighborcaretotidewaterassignment#page6.tif source=neighborcaretotidewaterassignment#page7.tif source=neighborcaretotidewaterassignment#page8.tif source=neighborcaretotidewaterassignment#page9.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”), dated April 29, 2011, is entered into by and among NeighborCare Holdings, Inc., a Delaware corporation (“Assignor”), and Tidewater Healthcare Shared Services Group, Inc., a Pennsylvania corporation (“Assignee”) (each being referred to individually as a “Party” and collectively as the “Parties”).

NOW, THEREFORE, as a material inducement to the execution and delivery of an acquisition agreement by Assignee and a third party, and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

### DEFINITIONS

“Copyrights” means all copyrights and maskwork rights owned by Assignor that relate to the business of Assignee, whether statutory or common law, registered or unregistered, and registrations for and pending applications to register the same including all reissues, extensions and renewals thereto, and all moral rights thereto under the laws of any jurisdiction, and all copyrighted or copyrightable works, including, without limitation, any software, databases, data, documentation, including copies and tangible embodiments (in whatever form or medium), Internet web-sites and the content thereof, and any other works of authorship, together with all rights associated with any of the foregoing, including without limitation, the registrations, applications and unregistered copyrights set forth on Exhibit A.

“Intellectual Property” means Patents, Trademarks, Copyrights, and Trade Secrets.

“Patents” means all patents and patent applications (including, without limitation, provisional applications, utility applications and design applications) and patentable inventions owned by Assignor that relate to the business of Assignee, including, without limitation, reissues, patents of addition, continuations, continuations-in-part, substitutions, additions, divisionals, renewals, registrations, confirmations, re-examinations, certificates of inventorship, extensions, patent disclosures and inventions, draft patent applications and the like, any foreign or international equivalent of any of the foregoing, and any domestic or foreign patents or patent applications claiming priority to any of the above, or sharing a common claim of priority with any of the above, together with all rights associated with any of the foregoing, including, without limitation, the patents and patent applications set forth on Exhibit B.

“Trademarks” means all trademarks, service marks, trade names, logos, corporate names, company names, business names, fictitious business names, trade styles, uniform resource locators (URLs), internet domain names, trade dress, any other names and locators associated with the Internet, other source of business identifiers, whether registered or unregistered and whether or not currently in use, and registrations, applications to register and all of the goodwill of the business related to the foregoing, foreign versions of the foregoing

whether protected, created or arising under the laws of any applicable jurisdiction and owned by Assignor that relate to the business of Assignee, together with all rights associated with any of the foregoing, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Exhibit C.

“Trade Secrets” means all rights arising from or in respect to trade secrets and other confidential information including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, concepts, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information whether or not protected, created or arising under the laws of any applicable jurisdiction, in each case owned by Assignor and that relate to the business of Assignee.

### **COPYRIGHTS**

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all liens, all right, title and interest, in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the Parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Copyrights with, for example, applicable Copyright Offices.

### **TRADEMARKS**

3. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all liens, all right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

4. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the Parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Trademarks with, for example, applicable Trademark Offices or with domain name registrars.

### **PATENTS**

5. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all liens, all right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

6. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take, in order to effectuate, carry out, or fulfill the Parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, applicable Patent Offices.

### **TRADE SECRETS**

7. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all liens, all right, title and interest in and to the Trade Secrets, including, but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

8. Assignor agrees that, if applicable, Assignor will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets.

### **GENERAL**

9. Entire Agreement. This Assignment contains the entire agreement of the Parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the Parties.

10. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the Parties hereto, their successors and assigns.

11. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of Delaware without regard to principles of conflicts of law.

12. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

13. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

*(remainder of page intentionally left blank)*

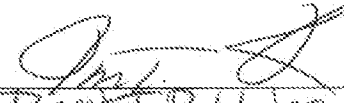
IN WITNESS WHEREOF, each of the Parties have hereunto caused this Agreement to be duly executed on the date first above written.

**ASSIGNEE:**

**ASSIGNOR:**

**TIDEWATER HEALTHCARE SHARED SERVICES GROUP, INC.**

**NEIGHBORCARE HOLDINGS, INC.**

By:   
Name: Regist. Robbins  
Title: Secretary

By:   
Name: Regist. Robbins  
Title: Secretary

STATE OF Kentucky )  
 )  
COUNTY OF Kenton ) ss:

On this, the 27<sup>th</sup> day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Regist Robbin S who acknowledged himself/herself to be the Secretary of NeighborCare Holdings, Inc., a Delaware corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

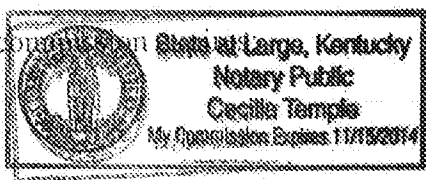


Cecilia Temple  
Notary Public  
Cecilia Temple  
Print Name

STATE OF Kentucky )  
 )  
COUNTY OF Kenton ) ss:

On this, the 27<sup>th</sup> day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Regist Robbin S who acknowledged himself/herself to be the Secretary of Tidewater Healthcare Shared Services Group, Inc., a Pennsylvania corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Cecilia Temple  
Notary Public  
Cecilia Temple  
Print Name



**EXHIBIT A**  
**COPYRIGHTS**

None.

**EXHIBIT B**

**PATENTS**

None.

**EXHIBIT C**

**TRADEMARKS**

<b>Mark</b>	<b>App./Reg. #</b>
TIDEWATER GROUP PURCHASING	3,034,523
TIDEWATER GROUP PURCHASING	3,034,598