

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jordan Reses Prescription Management Services, Inc.		11/25/2015	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Mitchell International, Inc.		
Street Address:	6220 Greenwich Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2725978	JORDAN-RESES PRESCRIPTION CENTER	
Serial Number:	86762521	JORDAN-RESES PRESCRIPTION CENTER	
Registration Number:	2867665	JORDANRESES	
Serial Number:	86762528	JORDANRESES	
CORRESPONDENCE DATA			
Fax Number:	8585093691		
<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:	858-720-8900		
Email:	dmtmdocketing@sheppardmullin.com		
Correspondent Name:	Lisa M. Martens		
Address Line 1:	12275 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	13CN-222412		
NAME OF SUBMITTER:	Lisa M. Martens		
SIGNATURE:	/Lisa M. Martens/		
DATE SIGNED:	04/11/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made effective as of January 1, 2016 (the "Effective Date") between Jordan Reses Prescription Management Services, Inc., a New Jersey corporation f/k/a JRPMS, Inc., successor-in-interest to Jordan Reses Prescription Management Services, Inc., a Pennsylvania corporation f/k/a Jordan-Reses Prescription Center, Inc. ("Assignor") and Mitchell International, Inc., a Delaware corporation ("Assignee"), and is being entered into pursuant to that certain Asset Purchase Agreement dated as of November 25, 2015 by and among Assignor, Assignee and Eric Sitnick (as amended, the "Agreement"). Capitalized terms used but not defined in this Assignment shall have the meaning set forth in the Agreement.

WHEREAS, in and pursuant to the Agreement, Assignor agreed to sell, convey, assign, transfer, and deliver to Assignee all of Assignor's right, title and interest in the Purchased Intellectual Property and all other of its intangible rights, including all goodwill associated with the Seller's Business or the Purchased Asset, which includes both Third Party Intellectual Property licensed by Assignor (collectively, the "Licensed Intellectual Property") and Owned Intellectual Property (which include, without limitation, the marks and names set forth on *Schedule 1* to this Assignment and all of its rights thereto anywhere, all goodwill associated therewith, and all registrations and applications therefor, including, but not limited, to those identified on such *Schedule 1*) (the Licensed Intellectual Property and the Owned Intellectual Property collectively, the "Assigned Intellectual Property").

NOW, THEREFORE, in consideration of the payment by Assignor to Assignee under the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor sells, assigns, conveys, transfers, and sets over to Assignee, and Assignee purchases, acquires, and receives from Assignor, all of Assignor's rights, title and interest in and to the Assigned Intellectual Property, all of them to be held and enjoyed by Assignee, its successors, heirs, and assigns on and as of the Effective Date.

2. Assignor and Assignee agree that, as of the Effective Date, Assignee shall solely and exclusively own and hold, and Assignor hereby assigns to Assignee, all of Assignor's rights, title and interest in and to the Assigned Intellectual Property and any part, component, aspect, element and right thereof, including, without limitation, in each case to the extent Assignor had the same immediately prior to the Effective Date, the right to, directly or indirectly exercise, exploit, grant rights and license to or under, assign, transfer, convey, commercialize, improve, protect, enforce, or otherwise enjoy any and all rights and benefits encompassed by or resulting from any and all of the Assigned Intellectual Property, all in Assignee's sole discretion, including, but not limited to, in each case to the extent Assignor had the same immediately prior to the Effective Date, the exploitation, licensing out, assignment, transfer, conveyance, commercialization, enjoyment, and exercise of any economic and non-economic rights, and the development and ownership of any derivative works and technology in any way covered by, embodying, using, utilizing or based on the Assigned Intellectual Property and/or any part, component, aspect, element and right thereof. Assignor does not and shall not retain, whether expressly, by implication, estoppel or otherwise, any right, title, or interest in and to any or all of the Assigned Intellectual Property, or any part, component, aspect, element or right therein or thereof. For the avoidance of doubt, Assignor transfers to Assignee all of Assignor's rights to, and as between Assignor and Assignee and subject to Assignor's having such rights immediately prior to the Effective Date, Assignee shall solely and exclusively have the right and be entitled, in its sole discretion, to, in and/or under the laws of any country and jurisdiction, to: (i) initiate and/or continue any action, suit, litigation, arbitration or other proceeding of any kind, and seek, enforce, and benefit from any right, remedy and/or award, in connection with the Assigned Intellectual Property, or any infringement, theft or violation thereof, whether such rights, remedies or infringement are based on any acts, omission or conduct prior

to, on, or after the Effective Date, and (ii) file, continue, discontinue, prosecute, or abandon any patent application and any application for registration of any Assigned Intellectual Property, and (iii) obtain, maintain, abandon, cancel, or let expire any patent and registration of any Assigned Intellectual Property. Assignor does not and shall not have any obligation to account for, report, share, pay, or otherwise provide or deliver, and Assignee is not and shall not be entitled to any or all of, any revenue, payment, royalty, award, or other benefit that Assignee receives or is entitled to for or in connection with any Assigned Intellectual Property, other than the consideration for the assignment thereof expressly stated in the Agreement.

3. If and to the extent requested by Assignee, Assignor shall cause, and hereby authorizes, the United States Patent and Trademark Office, and any other patent office, trademark office, copyright office, and similar or comparable agency, office, register, or registrar in any country or jurisdiction to record Assignee as the sole and exclusive owner of any application, patent and/or registration owned by Assignor prior to the Effective Date and constituting or covering Owned Intellectual Property, and to issue any patent, registration, certificate, document or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application, patent and/or registration in the name and for the benefit of Assignee only.

4. If and to the extent that, under or as a matter of any law in any jurisdiction, ownership, title, or any rights or interest in or to any Assigned Intellectual Property cannot be assigned, transferred, and conveyed as provided in this Assignment, Assignor agrees: (i) to make any additional assignment, conveyance, and transfer in or to any Assigned Intellectual Property to the fullest extent permissible for Assignee to receive the rights under this Assignment and the Agreement in and to all Assigned Intellectual Property, and (ii) with respect to Owned Intellectual Property and, to the extent Assignor has the right to do so, Licensed Intellectual Property, to grant, and hereby grants, Assignee an unlimited, exclusive, irrevocable, non-terminable, assignable, transferable, sublicenseable, worldwide, perpetual, royalty-free license to use, exploit and commercialize in any manner now known or in the future discovered and for whatever purpose, any Owned Intellectual Property that cannot be assigned as contemplated by this Assignment.

5. Upon Assignee's request, Assignor shall provide any assistance, at Assignee's reasonable cost and expense (other than attorneys' fees that have not been approved in advance in writing by Assignee), including, without limitation, providing any information and documents, executing any documents and affidavits, providing any testimony, and/or rendering any other assistance, as is necessary or useful for Assignee to secure and perfect sole and exclusive ownership of, and obtain registrations in the name of solely Assignee or a third party designated by Assignee, for the Owned Intellectual Property and/or any part thereof, and to otherwise fully effect and implement the provisions in this Assignment.

6. Should any section, or portion thereof, of this Assignment be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of Assignor and Assignee as set forth herein as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Assignment shall not otherwise be affected. This Assignment shall be binding upon Assignor and all of Assignor's successors and assigns, and shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

7. This Assignment shall not be deemed to limit, alter, impair, defeat, enhance or enlarge any right, obligation, claim or remedy created by the Agreement, including any and all of its schedules and exhibits, and in the event of any conflict between the Agreement and this Assignment, the Agreement shall prevail.

[Signature page follows.]

Assignor and Assignee have executed this Assignment, each through its authorized representative, to be effective retroactively as of the Effective Date.

Assignor:

Jordan Reses Prescription Management Services, Inc.



Name: Eric Sitnick

Title: President

Assignor:

Mitchell International, Inc.

Name: Alex Sun

Title: President and Chief Executive Officer

[Signature page to Intellectual Property Assignment]

TRADEMARK
REEL: 005769 FRAME: 0295

Assignor and Assignee have executed this Assignment, each through its authorized representative, to be effective retroactively as of the Effective Date.

Assignor:

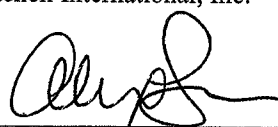
Jordan Reses Prescription Management Services, Inc.

Name: Eric Sitnick

Title: President

Assignor:

Mitchell International, Inc.



Name: Alex Sun

Title: President and Chief Executive Officer

[Signature page to Intellectual Property Assignment]

TRADEMARK
REEL: 005769 FRAME: 0296

Schedule 1

The Assigned Intellectual Property includes, but is not limited to, the following:

- (i) JORDAN-RESES PRESCRIPTION CENTER
(including, but not limited to, U.S. Reg. No. 2,725,978)
- (ii) JORDAN-RESES PRESCRIPTION CENTER
(including, but not limited to, U.S. App. Serial No. 86/762,521)
- (iii) JORDANRESES
(including, but not limited to, U.S. Reg. No. 2,867,665)
- (iv) JORDANRESES
(including, but not limited to, U.S. App. Serial No. 86/762,528)

Schedule 1