

900512157 08/22/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM537742

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHIELDS SPECIALTY PHARMACY HOLDINGS, LLC		01/07/2017	Limited Liability Company: DELAWARE -
RECEIVING PARTY DATA			
Name:	SHIELDS HEALTH MANAGEMENT COMPANY, LLC		
Street Address:	100 TECHNOLOGY CENTER DR.		
City:	STOUGHTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02072		
Entity Type:	Limited Liability Company: DELAWARE -		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86503627	LEGENDARY CARE	
CORRESPONDENCE DATA			
Fax Number:	2028285393		
<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:	202.463.2400		
Email:	wdcip@seyfarth.com		
Correspondent Name:	SEYFARTH SHAW LLP		
Address Line 1:	975 F STREET, N.W.		
Address Line 4:	WASHINGTON, D.C. 20004		
NAME OF SUBMITTER:	Dean L. Fanelli		
SIGNATURE:	/Dean L. Fanelli/		
DATE SIGNED:	08/22/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of January 1, 2017, by and between Shields Specialty Pharmacy Holdings, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 100 Technology Center Dr., Stoughton, MA 02072 ("Assignor") and Shields Health Management Company, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 100 Technology Center Dr., Stoughton, MA 02072 ("Assignee").

WHEREAS, UMass Memorial Shields Pharmacy, LLC, a Massachusetts limited liability company ("UMass Memorial") and Assignee are parties to that certain Contribution Agreement, dated as of January 1, 2017 (the "Contribution Agreement"), pursuant to which UMass Memorial contributed, transferred, assigned, conveyed and delivered to Assignee all of UMass Memorial's right, title and interest in, to and under certain assets (the "Assets") in connection with a corporate reorganization of UMass Memorial, Assignee and certain of their affiliates (the "Reorganization");

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks"); and

WHEREAS, in connection with the Reorganization and UMass Memorial's contribution, transfer, assignment, conveyance and delivery of the Assets, Assignor now wishes to contribute, transfer, assign, convey and deliver the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of \$100, the premises set forth above and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby contribute, transfer, assign, convey and deliver unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: **SHIELDS SPECIALTY
PHARMACY HOLDINGS, LLC**

DocuSigned by:
John Shields
Signature: _____
Name: **John M. Shields, Sr.**
Title: **Manager**

ASSIGNEE: **SHIELDS HEALTH
MANAGEMENT COMPANY, LLC**

DocuSigned by:
John Lucey
Signature: _____
Name: **John Lucey**
Title: **Manager**

Signature page to Trademark Assignment

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>
LEGENDARY CARE	United States	86/503,627; Jan. 14, 2015	4,825,744; Oct. 6, 2015

Exhibit A - Trademark Assignment