

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4219769

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HEALTHSPOT, INC.	06/27/2016
RECEIVING PARTY DATA	
Name:	RITE AID HDQTRS. CORP.
Street Address:	30 HUNTER LANE
City:	CAMP HILL
State/Country:	PENNSYLVANIA
Postal Code:	17011
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13967424
CORRESPONDENCE DATA	
Fax Number:	(610)640-7835
<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:	(215)981-4505
Email:	harvells@pepperlaw.com
Correspondent Name:	PEPPER HAMILTON LLP
Address Line 1:	3000 TWO LOGAN SQUARE
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	127073.90401
NAME OF SUBMITTER:	MICHAEL A. PATANÉ
SIGNATURE:	/Michael A. Patané/
DATE SIGNED:	01/11/2017
Total Attachments: 7	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated June 27, 2016, is entered into by and between Myron N. Terlecky, the Chapter 7 Trustee (“**Assignor**”) of HealthSpot, Inc. a Delaware corporation, and Rite Aid Hdqtrs. Corp., a Delaware corporation (“**Assignee**”). Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Purchase Agreement.

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated June 8, 2016, by and between Assignor and Assignee, and in accordance with the authority granted the undersigned pursuant to an *Agreed Order (1) Authorizing the Sale of Certain Assets of the Debtor Free and Clear of All Liens, Claims, Liabilities, Rights, Interests and Encumbrances; (2) Authorizing the Trustee to Enter Into and Perform His Obligations Under the Asset Purchase Agreement Attached Hereto; and (3) Granting Related Relief (Related to Doc. 164)*, entered on June 20, 2016, in the bankruptcy proceeding, In re: HealthSpot, Inc., Case No. 16-50183, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee all right, title and interest in and to all of the Intellectual Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances, all right, title and interest (including, without limitation, the right to sue and collect for damages for past, present and future infringement claims) in and to the Intellectual Property, including without limitation the Intellectual Property set forth on Schedule A.

2. Further Assurances. Assignor, at any time as and when reasonably requested by Assignee after the Closing, shall execute, acknowledge, and deliver any further assignments, conveyances and other assurances, documents and instruments of transfer, reasonably requested by Assignee and shall take any other action consistent with the terms of this IP Assignment that may reasonably be requested by Assignee for the purpose of assigning, transferring, granting, conveying and confirming to Assignee, or reducing to possession, any and all right, title and interest sold, conveyed, assigned, transferred and delivered by this IP Assignment.

3. Binding Effect. This IP Assignment shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. All representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall survive the execution and delivery of this IP Assignment and shall continue in full force and effect as provided in the Purchase Agreement. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance,

acquisition or acceptance as to any particular Purchased Asset shall restrict, impair, reduce, expand or otherwise modify the rights or obligations of the parties under, or the terms of, the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein. In the event that any provision of this IP Assignment is construed to conflict with a provision in the Purchase Agreement, the parties agree that the provision in the Purchase Agreement shall be controlling.

4. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the Commonwealth of Pennsylvania applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the Commonwealth of Pennsylvania.

5. Counterparts; Execution By Electronic Means. This IP Assignment may be executed simultaneously in two or more counterparts, which counterparts may be exchanged electronically (by fax or by a "PDF" file sent by electronic mail), and each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Remainder of this page was intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, each of the parties hereto have caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

MYRON TERLECKY, CHAPTER 7 TRUSTEE
FOR HEALTHSPOT, INC.

By: _____

Name: Myron Terlecky
Title: Chapter 7 Trustee

ASSIGNEE:

RITE AID HDQTRS. CORP.

By: _____

Name: Matthew C. Schroeder
Title: Vice President and Treasurer

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each of the parties hereto have caused this IP Assignment to be duly executed on the date first above written.


ASSIGNOR:

MYRON TERLECKY, CHAPTER 7 TRUSTEE
FOR HEALTHSPOT, INC.

By: _____
Name: Myron Terlecky
Title: Chapter 7 Trustee

ASSIGNEE:

RITE AID HDQTRS. CORP.

By:  _____
Name: Matthew C. Schroeder
Title: Vice President and Treasurer

[Signature page to Intellectual Property Assignment Agreement]


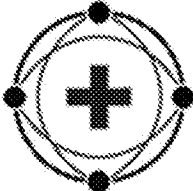
Schedule A

Patents

<u>Country</u>	<u>Title</u>	<u>Appln. No./ Patent. No.</u>	<u>Filing Date/ Issue Date</u>
US	Medical Kiosk and Method of Use	13/760,345 9,043,217	02/06/2013 05/26/2015
US	Medical Kiosk and Method of Use	14/335,037	07/18/2014
US	Medical Kiosk and Method of Use	14/663,792	03/20/2015
US	Medical Kiosk and Method of Use	13/314,473 8,996,392	12/08/2011 03/31/2015
US	Medical Kiosk	29/403,857 D694909	10/12/2011 12/03/2013
US	Veterinary Medical Kiosk with Integrated Veterinary Medical Devices	13/967,424	08/15/2013
US	Digital Medical Video Scope	62/193,695	07/17/2015
US	Medical Kiosk and Method of Use	62/148,820	04/17/2015
US	Medical Kiosk and Method of Use	62/194,985	07/21/2015

[Schedule A to Intellectual Property Assignment Agreement]

Trademarks

<u>Country</u>	<u>Mark</u>	<u>Appln. No./ Reg. No.</u>	<u>Filing Date/ Registration Date</u>	<u>Class</u>
US	CARE NETWORK and Design 	86/409853	09/30/2014	44
US	CARE4YOU	86/327048	07/02/2014	44
US	Design only 	86/377231	08/26/2014	44
US	HEALTHSPOT CARE NETWORK	86/377189	08/26/2014	44
US	CARE4	85/352533 4813056	06/22/2011 09/15/2015	44
US	HEALTHSPOT	85/938144 4598287	05/21/2013 09/02/2014	10
US	HEALTHSPOT	85/938239 4507997	05/21/2013 04/01/2014	38
US	HEALTHSPOT and Design  healthspot	85/352518 4518109	06/22/2011 04/22/2014	44
US	HEALTHSPOT	85/352527 4495169	06/22/2011 03/11/2014	44

[Schedule A to Intellectual Property Assignment Agreement]

Domain Names

care4station.com
care4station.net
care4stations.com
carenetwork.solutions
carenetwork.technology
healthspot.com
healthspot.net
healthspot.biz
healthspot.center
healthspot.company
healthspot.directory
healthspot.info
healthspot.net
health-spot.net
healthspot.ninja
healthspot.reviews
healthspot.support
healthspot.tips

[Schedule A to Intellectual Property Assignment Agreement]

#39778213 v6

RECORDED: 01/11/2017

**PATENT
REEL: 040944 FRAME: 0379**