

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5147048

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TARGET BRANDS, INC.	12/16/2015
RECEIVING PARTY DATA		
Name:	CVS PHARMACY, INC.	
Street Address:	ONE CVS DRIVE	
City:	WOONSOCKET	
State/Country:	RHODE ISLAND	
Postal Code:	02895	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15981554
CORRESPONDENCE DATA		
Fax Number:	(801)355-0160	
<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:	(801) 258-9823	
Email:	patents@patentlawworks.net	
Correspondent Name:	PETER L. NORSETH	
Address Line 1:	310 E. 4500 S., STE. 400	
Address Line 4:	SALT LAKE CITY, UTAH 84107	
ATTORNEY DOCKET NUMBER:	10309-07235 US	
NAME OF SUBMITTER:	PETER L. NORSETH	
SIGNATURE:	/Peter L. Norseth/	
DATE SIGNED:	09/18/2018	
Total Attachments: 6		
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U.S. PATENT ASSIGNMENT

This U.S. Patent Assignment (this “**Assignment**”), dated as of December 16, 2015, is entered into between Target Brands, Inc., a Minnesota corporation (“**Assignor**”) and CVS Pharmacy, Inc., a Rhode Island corporation (“**Assignee**”). Each of Assignor and Assignee are referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Target Corporation, a Minnesota corporation and the sole stockholder of Assignor (“**Target**”) and Assignee are parties to that certain Asset Purchase Agreement entered into on June 12, 2015 (the “**Asset Purchase Agreement**”), pursuant to which Target and any of its applicable Seller Affiliates agreed to transfer to Assignee all of Target’s and its applicable Seller Affiliate’s right, title, and interest in and to the Transferred Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** All capitalized terms in this Assignment will have the same meaning as such terms have in the Asset Purchase Agreement.
2. **Assignment.** Assignor hereby sells, assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in and to the Transferred Intellectual Property set forth on Exhibit A attached hereto, together with all extensions, continuations, divisionals, continuations-in-part, reissues, reexaminations and post-grant reviews stemming from such Transferred Intellectual Property to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, including all causes of action and rights of recovery for past, present, or future infringement, dilution or misappropriation of such Transferred Intellectual Property.
3. **Authorization.** Assignor hereby authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, the Registrar of Copyrights, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment.
4. **Further Assurances.** Assignor agrees that, upon commercially reasonable request from time to time, it will (or direct any Affiliates to, if applicable) execute and deliver all such additional documents as may be reasonably required, and at Assignee’s expense do all other acts which may be reasonably necessary or appropriate to perfect or record the right or title of Assignee to the Transferred Intellectual Property transferred hereby.
5. **Successors and Assigns.** This Assignment will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
6. **Subject to Asset Purchase Agreement.** This Assignment is subject to all the terms and conditions of the Asset Purchase Agreement. No provision of this Assignment will be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the

terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement will control.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts have been signed by each of the Parties and delivered, in person or by facsimile, or by electronic image scan, receipt acknowledged, to the other Parties.
8. **Governing Law.** This Assignment and disputes relating hereto (whether for breach of Contract, tortious conduct or otherwise) will be governed and construed in accordance with the laws of the State of Delaware, without reference to its conflicts of law principles.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date set forth in the first paragraph.

ASSIGNOR:

TARGET BRANDS, INC.

By: 

Name: Stephen C. Lee

Title: Vice President

ASSIGNEE:

CVS PHARMACY, INC.

By: _____

Name: David M. Denton

Title: Executive Vice President and Chief
Financial Officer

Signature Page to U.S. Patent Assignment

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date set forth in the first paragraph.

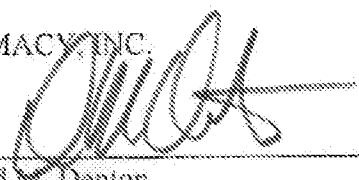
ASSIGNOR:

TARGET BRANDS, INC.

By: _____
Name: Stephen C. Lee
Title: Vice President

ASSIGNEE:

CVS PHARMACY, INC.

By:  _____
Name: David M. Denton
Title: Executive Vice President and Chief
Financial Officer

Signature Page to U.S. Patent Assignment

PATENT
REEL: 046904 FRAME: 0320

Exhibit A

Patents and Patent Applications

Jurisdiction	Title	App. No.	Filing Date	Patent No.	Issue Date
U.S.	Medication packaging and labeling system	10/437,474	14-May-03	8,025,314	27-Sep-11
U.S.	Pager	29/200,661	2-Mar-04	D523,416	20-Jun-06
U.S.	Pill-shaped on-premises electronic pager	29/211,161	11-Aug-04	D520,490	9-May-06
U.S.	Pill-shaped on-premises electronic pager	29/211,166	11-Aug-04	D539,265	27-Mar-07
U.S.	Boom Box-Shaped on Premises Electronic Pager with Charging Notch	29/211,164	11-Aug-04	D521,491	26-May-06
U.S.	Boom Box-Shaped on Premises Electronic Pager with Charging Notch	29/211,160	11-Aug-04	D519,983	2-May-06
U.S.	Bottle	29/222,067	25-Jan-05	D540,690	17-Apr-07
U.S.	Pharmacy label system	11/042,739	25-Jan-05	7,628,427	8-Dec-09
U.S.	Pharmacy bottle system including label	11/042,907	25-Jan-05	7,311,205	25-Dec-07
U.S.	Bottle	29/221,974	25-Jan-05	D542,661	15-May-07
U.S.	Pharmacy bottle system including label	11/042,849	25-Jan-05	7,413,082	19-Aug-08
U.S.	Bottle	29/221,984	25-Jan-05	D540,179	10-Apr-07
U.S.	Medication packaging and labeling system	11/477,286	28-Jun-06	7,942,451	17-May-11
U.S.	Bottle	29/277,825	9-Mar-07	D574,717	12-Aug-08
U.S.	Bottle	29/277,823	9-Mar-07	D572,593	8-Jul-08
U.S.	Pharmacy bottle including a magnifying	29/278,438	29-Mar-07	D594,336	16-Jun-09
U.S.	Pharmacy bottle	29/278,568	2-Apr-07	D583,242	23-Dec-08
U.S.	Bottle with spine label	11/862,503	27-Sep-07	7,661,533	16-Feb-10
U.S.	Bottle	29/296,974	31-Oct-07	D581,275	25-Nov-08
U.S.	Bottle contour	29/326,399	16-Oct-08	D597,841	11-Aug-09
U.S.	Product Identification and Tracking	12/365,850	4-Feb-09	8,376,228	19-Feb-13
U.S.	Anonymous Pharmacy Order Processing	12/638,335	15-Dec-09	8,190,481	29-May-12
U.S.	Pharmacy bottle system including a container having a recessed surface	12/705,881	15-Feb-10	7,980,391	19-Jul-11
U.S.	Pharmacy label with securable tab and systems associated therewith	12/874,951	2-Sep-10	8,281,929	9-Oct-12
U.S.	Packaging system with pharmacy bottle	13/185,271	18-Jul-11	8,752,705	17-Jun-14
U.S.	Pharmacy bottle, system, and method	13/281,338	25-Oct-11	8,870,004	28-Oct-14
U.S.	Dispensing insert for a medicine containment and dispensing system and associated method	13/659,630	24-Oct-12	8,758,322	24-Jun-14
U.S.	Allocating Support to Pharmacies	13/851,173	27-Mar-13		
U.S.	Packaged Medication Assembly and	14/070,104	1-Nov-13		
U.S.	Medication Packaging Method and System	14/203,146	10-Mar-14		
U.S.	Pharmacy Bottle, System, and Method	14/272,930	8-May-14	9,033,151	19-May-15
U.S.	Pharmacy Bottle, System, and Method	14/524,910	27-Oct-14	9,085,396	21-Jul-15

Exhibit A

Jurisdiction	Title	App. No.	Filing Date	Patent No.	Issue Date
U.S.	Bottle	29/507,389	27-Oct-14		
U.S.	Bin	29/527,287	18-May-15		
U.S.	Bottle	29/531,277	24-Jun-15		
U.S.	Bottle Closure	29/531,278	24-Jun-15		
U.S.	Ring	29/531,280	24-Jun-15		

Exhibit A