

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Eckerd Corporation

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: EDC Licensing, Inc

Internal

Address: \_\_\_\_\_

Street Address: 300 Delaware Avenue, Suite 311

City: Wilmington

State: Delaware

Country: U.S.                                      Zip: 19801

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship Delaware
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

if assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 07/31/2004

- Assignment, <sup>Tunc</sup> Nunc Pro                       Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,565,825

See Attachment A

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

See Attachment A

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Helen Hill Minsker

Internal Address: \_\_\_\_\_

Banner & Witcoff, Ltd.

Street Address: 1001 G Street NW

City: Washington

State: D.C.                                      Zip: 20001

Phone Number: 202-824-3000

Fax Number: 202-824-3001

Email Address: hminsker@bannerwitcoff.com

**6. Total number of applications and registrations involved:**

53

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1340.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

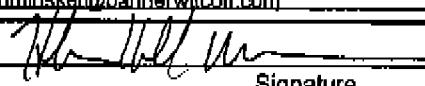
**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 19-0733

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Helen Hill Minsker

11/18/05  
Date

Total number of pages including cover sheet, attachments, and document: 6

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$1340.00 190733 2565825

## ATTACHMENT A

Name	Serial No.	Reg. No.	Registration Date
1 MINUTE EDUCATOR (typed drawing)	75851453	2,565,825	4/30/2002
2 VU (typed drawing)	76137674	2,485,250	9/4/2001
A-PHEDRIN (typed drawing)	73546038	1,402,791	7/29/1986
C.A.R.E. COUNSELING ADVICE RELATIONSHIP EXPERTISE (words plus design)	76526196	2,876,611	8/24/2004
CHRISTMAS AVENUE (typed drawing)	74334107	1,785,138	8/3/1993
CHRISTMAS AVENUE (typed drawing)	74047674	1,756,170	3/2/1993
COMPY (typed drawing)	75917140	2,414,163	12/19/2000
COOL SNAPS (standard character mark)	75600038	2,328,658	3/14/2000
COOL SNAPS (design plus words mark)	75600044	2,328,659	3/14/2000
COURTESY REFILLS (standard character mark)	78392302	2,963,367	6/21/2005
DAILY IMPACT (standard character mark)	75459909	2,251,324	6/8/1999
ECKERD (typed drawing)	76165487	2,514,941	12/4/2001
ECKERD (typed drawing)	76019561	2,435,336	3/13/2001
ECKERD (words plus design)	76019562	2,459,575	6/12/2001
ECKERD (words plus "wet-look" design)	78327951	2,914,635	12/28/2004
ECKERD A Pharmacy. First. (words plus design)	76511409	2,822,863	3/16/2004
ECKERD AWARD	74559802	2,162,295	6/2/1998
ECKERD BEAUTY PROMISE (words plus design)	76055993	2,497,993	10/16/2001
ECKERD BRAND PROMISE (words plus design)	76055996	2,497,996	10/16/2001
ECKERD DIABETES SOLUTIONS (typed drawing)	75912380	2,429,802	2/20/2001
ECKERD FRESHNESS PROMISE (words and design)	76055995	2,497,995	10/16/2001

TRADEMARK  
REEL: 003224 FRAME: 0351

## ATTACHMENT A

Name	Serial No.	Reg. No.	Registration Date
ECKERD GET MORE (words plus design)	76216218	2,618,903	9/10/2002
ECKERD ON CALL (typed drawing)	76190181	2,605,749	8/6/2002
ECKERD PATIENT CARE (typed drawing)	75590739	2,394,158	10/10/2000
ECKERD PERFECT CARD PROMISE (words plus design)	76055994	2,497,994	10/16/2001
ECKERD PHARMACY CARE PROMISE (words plus design)	76055997	2,495,925	10/9/2001
ECKERD PHOTO PROCESSING PROMISE (words plus design)	76055992	2,497,992	10/16/2001
ECKERD PROMISE OF PRIVACY (words plus design)	76055991	2,497,991	10/16/2001
ECKERD RX CONNECTIONS INFORMATION FOR HEALTHY LIVING (typed drawing)	76516947	2,909,674	12/14/2004
ECKERD SENIOR SELECT (typed drawing)	76163184	2,565,164	4/30/2002
EXPRESSSHOT (standard character mark)	78352432	2,966,693	7/12/2005
HEALTH LINE (standard character mark)	78380701	2,930,908	3/8/2005
LIVING COLOR (typed drawing)	73150119	1,127,663	12/11/1979
LIVING COLOR (typed drawing)	76431682	2,702,550	4/1/2003
MIRA (typed drawing)	75900783	2,696,143	3/11/2003
PARADISE BAY CLUB (typed drawing)	74232134	1,788,152	8/17/1993
PAUL MILAN (typed drawing)	76375550	2,677,468	1/21/2003
PAY YOUR WAY (typed drawing)	75744166	2,418,441	1/2/2001
PHARMABLOK	76199909	2,512,522	11/27/2001
PREPAY PRESCRIPTION EXPRESS (words plus design)	76458705	2,842,346	5/18/2004

## ATTACHMENT A

Name	Serial No.	Reg. No.	Registration Date
READY SET GLOW (typed drawing)	76499098	2,851,770	6/8/2004
REFILL EASE (typed drawing)	75824025	2,379,627	8/22/2000
RIGHT THERE WITH YOU (typed drawing)	75567304	2,287,979	10/19/1999
SEA PALS (typed drawing)	75819071	2,474,372	7/31/2001
SHURE-LAX (typed drawing)	76274439	2,578,275	6/11/2002
SIEMPRE CON USTED (typed drawing)	75567091	2,346,128	4/25/2000
SPECIALTY PHARMACY SERVICES BY ECKERD WE SPECIALIZE IN SERIOUS MEDICINE (words plus design)	76527823	2,922,078	2/1/2005
THE ECKERD SALUTE TO WOMEN (typed drawing)	75819496	2,426,579	2/6/2001
TRUST CARE (typed drawing)	76151167	2,551,169	3/19/2002
ULTRALAB 35 (typed drawing)	73340196	1,222,910	1/4/1983
VITAMINS FOR MY HEALTH (typed drawing)	75862536	2,476,644	8/7/2001
YOU CAPTURE THE MOMENTS, TRUST US TO MAKE THEM LAST (typed drawing)	76490887	2,797,363	12/23/2003
YOUR PRESCRIPTION FOR TRUST (typed drawing)	76257395	2,527,455	1/8/2002

000290.00004

**NUNC PRO TUNC ASSIGNMENT**

**WHEREAS**, Eckerd Corporation, a Delaware corporation, located at 50 Service Avenue, Warwick, Rhode Island 02886 (hereinafter "Assignor"), is the owner of the trademarks, service marks, registrations and applications listed on Attachment A (the "MARKS"); and

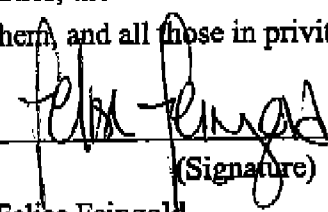
**WHEREAS**, on or about July 31, 2004, Assignor sold, assigned and transferred all of its right, title and interest in and to the MARKS listed on Attachment A, including the goodwill symbolized thereby, to EDC Licensing, Inc., a Delaware corporation, located and doing business at 300 Delaware Avenue, Suite 311, Wilmington, Delaware 19801 (hereinafter "Assignee"); and

**WHEREAS**, the parties are desirous of ratifying and confirming said sale, assignment and transfer of all right, title and interest in and to said MARKS and the goodwill symbolized thereby;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of and sufficiency which are hereby acknowledged, Assignor ~~hereby confirms it has sold, assigned, transferred and set over to Assignee, nunc pro tunc~~ as of July 31, 2004, the entire right, title, interest in and to the MARKS on Attachment A together with the goodwill of the business symbolized by the trademarks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

**ASSIGNOR** further confirms it has assigned to **ASSIGNEE** all right to sue for and receive all damages accruing from past infringements of these MARKS herein assigned.


This Assignment shall be binding upon the parties, their successors and/or assigns and all others acting by, through, with or under direction of them, and all those in privity therewith.

By:   
(Signature)

Name: Felise Feingold  
Title: Vice President & General Counsel

Date: 11/17/05

(NOTARY SEAL)

  
exp. 11-27-05

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# ATTACHMENT A

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