

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707697

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900666786

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medicom Digital, Inc.		12/08/2021	Corporation:

RECEIVING PARTY DATA

Name:	PDR, LLC
Street Address:	200 Jefferson Park
City:	Whippany
State/Country:	NEW JERSEY
Postal Code:	09721
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5832553	RX SAVINGS ASSISTANT

CORRESPONDENCE DATA

Fax Number: 4023461148
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.
Phone: 4026618680
Email: kamaal.patterson@kutakrock.com
Correspondent Name: Y. Kamaal Patterson
Address Line 1: 1650 Farnam Street
Address Line 4: Omaha, NEBRASKA 68102

ATTORNEY DOCKET NUMBER:	1556801-15
NAME OF SUBMITTER:	Y. Kamaal Patterson
SIGNATURE:	/Y. Kamaal Patterson/
DATE SIGNED:	02/10/2022

Total Attachments: 4

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AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”), effective as of the Closing Date, is by and between **PDR, LLC**, a Delaware limited liability company (“Assignee”), and **MEDICOM DIGITAL, INC.**, a Minnesota corporation (“Assignor”), pursuant and subject to that certain Asset Purchase Agreement, dated as of December 8, 2021, by and among Assignee and Assignor (the “Purchase Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of the Seller Owned Intellectual Property;

WHEREAS, Assignor has agreed to assign, sell, transfer and convey and Assignee has agreed to acquire, all of Assignor’s right, title and interest in and to the Seller Owned Intellectual Property, as more fully set forth below; and

WHEREAS, this IP Assignment supersedes and replaces the Intellectual Property Assignment executed by and between Assignee and Assignor and also dated as of the Closing Date.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ***Sale, Transfer and Assignment of the Seller Owned Intellectual Property.*** Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and permitted assigns, all of Assignor’s right, title and interest in and to the Seller Owned Intellectual Property, including without limitation, the Seller Owned Intellectual Property identified on Schedule 1 hereto, together with the goodwill of the business connected with the use of, and symbolized by, the assigned trademark(s), subject in all respects to each and all of the terms and provisions of the Purchase Agreement.

2. ***Binding Instrument.*** This IP Assignment shall be binding upon and inure to the benefit of the parties to the Purchase Agreement and their respective successors and permitted assigns. All representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement or any other Transaction Document shall survive the execution and delivery of this IP Assignment and shall continue in full force and effect, in each case, as and to the extent provided in such Transaction Document. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Seller Owned Intellectual Property being assigned hereby except as specifically set forth in the Purchase Agreement. If there is any conflict between the terms and provisions of this IP Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall control.

3. ***Counterparts; Electronic Transmission.*** This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, constitute one and the same instrument. Signatures hereto may be delivered by facsimile or electronic (.pdf) transmission, each of which shall be deemed originals.

4. ***Governing Law.*** This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to its conflict of laws principles.

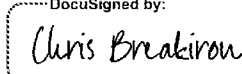
5. ***Amendment.*** This IP Assignment may not be modified or amended without the prior written consent of the parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment effective as of the Closing Date.


BUYER:

PDR, LLC

By 
Name Chris Breakiron
Title Chief Financial Officer

SELLER:

MEDICOM DIGITAL, INC.

By 
Name Barbara Goergen
Title President

Schedule 1

Seller Owned Intellectual Property

1. [REDACTED]

2. [REDACTED]

3. RX SAVINGS ASSISTANT trademark, registration #5832553, registered August 13, 2019. Statement of Continued Use due August 13, 2025, first renewal due August 13, 2029.

4. [REDACTED]

5. [REDACTED]
6. [REDACTED]
7. [REDACTED]
8. [REDACTED]
9. [REDACTED]