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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

11/13/2017
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ETAS ID: TM450731

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leehar Distributors, Inc.		11/01/2016	Corporation: DELAWARE MISSOURI
RECEIVING PARTY DATA			
Name:	Leehar Distributors, LLC		
Street Address:	701 Emerson Road		
Internal Address:	Suite 301		
City:	Creve Coeur		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	Corporation DELAWARE LIMITED LIABILITY COMPANY: DE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77412887	LDI	
Serial Number:	77412801	LDI	
Serial Number:	85606689	INNOVIA PROVIDER NETWORK	
Serial Number:	85606679		
Serial Number:	86696970	LDI	
Serial Number:	86696979	LDI	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	617-570-1000		
Email:	jlehrer@goodwinlaw.com, patentBos@goodwinlaw.com, scannon@goodwinlaw.com		
Correspondent Name:	Goodwin Procter LLP		
Address Line 1:	100 Northern Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	135653-2666684		
NAME OF SUBMITTER:	Joel E. Lehrer		
SIGNATURE:	/Joel E. Lehrer/		

OP \$165.00 77412887

DATE SIGNED:	11/13/2017
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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of November 1, 2016, is made by Leehar Distributors, Inc., a Missouri corporation d/b/a LDI Integrated Pharmacy Services (“Assignor”) to and for the benefit of Leehar Distributors, LLC, a Delaware limited liability company (“Assignee”).

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Purchase Agreement, dated as of August 19, 2016 (as amended, modified, restated and/or supplemented from time to time, the “Purchase Agreement”), pursuant to which Assignee purchased from Assignor substantially all of the assets, properties, rights and interests in connection with, relating to, or necessary for the operation of the business of providing pharmacy benefit management services, mail service pharmacy or specialty pharmacy services to self-insured organizations (the “Business”), or that are used in or related to the Business;

WHEREAS, in connection with the Business, Assignor has adopted and used or has otherwise owned or has the bona-fide intent to use the trademarks and/or service marks set forth in Schedule A, attached hereto and made a part hereof, said trademarks, including all registrations and applications for registration thereof, all common law rights with respect thereto, and all rights to sue and recover for any past, present or future infringements, dilutions or other violations thereof, being collectively referred to herein as the “Assigned Trademarks”;

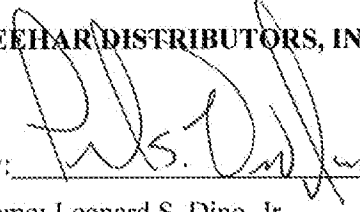
WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer to Assignee all of the right, title and interest in and to the Assigned Trademarks, and in furtherance of the foregoing, Assignor has agreed to execute this assignment for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, Assignor’s entire right, title and interest, in and to the Assigned Trademarks, together with the goodwill of the Business symbolized thereby and appurtenant thereto.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office to record this Trademark Assignment such that its records hereafter reflect that the Assigned Trademarks and title thereto are the property of Assignee in accordance with the terms of this instrument.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representatives as of the date first written above.

LEE HAR DISTRIBUTORS, INC.

By:  _____

Name: Leonard S. Dino, Jr.

Title: Chief Executive Officer

SCHEDULE A

TRADEMARKS

Trademark	Serial No.	Application Date	Registration No.	Registration Date
"LDI"	77412887	March 4, 2008	3,684,955	September 22, 2009
Stylized "LDI"	77412801	March 4, 2008	3,684,956	September 22, 2009
"Innovia Provider Network"	85606689	April 24, 2012	4,325,798	April 23, 2013
"Innovia Provider Network" Logo	85606679	April 24, 2012	4,332,864	May 7, 2013
"LDI"	86696970	July 17, 2015	4,901,878	February 16, 2016
Stylized "LDI"	86696979	July 17, 2015	4,901,880	February 16, 2016

TRADEMARK APPLICATIONS

Trademark	Serial No.	Application Date