

4/30/01

REC

05-09-2001



101708440

To the Honorable Commissioner of Patents and Trademarks original documents or copy thereof.

1. Name of conveying party(ies):

LEINER HALETH PRODUCTS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

Additional name(s) conveying party(ies) attached?
 Yes No

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

Name: **WALGREEN CO.**
Internal Address: **LAW DEPT MS2252**
Street Address: **200 WILMOT ROAD**
City: **DEERFIELD** State: **IL** Zip: **60015**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Illinois**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be separate document from assignment.)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **October 10, 2000**

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

Additional numbers attached? Yes No

ASSURED RELEASE

B. Trademark Registrar
1,886,507

04-30-2001
U.S. Patent & TMO/TM Mail Rpt Dt. #54

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

Name: **Robert R. Delaney, Esq.**
Internal Address: **Walgreen Co.,**
Law Dept MS 2252
Street Address: **200 Wilmot Road**
City: **Deerfield** State: **IL** Zip: **60015**

6. Total number of applications and registration involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MARY R. DAHL, LEGAL ASSITANT
Name of Person Signing

Mary Dahl
Signature

30 April
Date **2001**

Total number of pages including cover sheet, attachments, and document: **3**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, DC 20231

05/09/2001 6TOM11 00000031 1886507
01 FC:481 40.00 DP

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") dated as of October 10, 2000 (the "Effective Date"), is entered into between Leiner Health Services Corp., a Delaware corporation and Leiner Health Products Inc. (collectively, "Leiner"), and Walgreen Co., an Illinois corporation ("Walgreen").

RECITALS

WHEREAS, Leiner has adopted, used and registered the trademark Assured Release with design, Registration No. 1.886,507 dated March 28, 1995, a copy of which is attached hereto as Exhibit A (the "Trademark");

WHEREAS, Walgreen desires to acquire the Trademark and the registration thereof; and

WHEREAS, subject to the terms and conditions of this Agreement, Leiner has agreed to assign to Walgreen the Trademark.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Trademark Assignment.** Leiner hereby assigns to Walgreen all Leiner's rights, title and interest in and to the Trademark and the registration thereof, together with that part of the goodwill of the business connected with the use of and symbolized by the Trademark. Walgreen acknowledges that the Trademark consists of the name "Assured Release" with design and does not include the exclusive right to use "Assured Release" apart from the design as depicted in Exhibit A, provided, however, that Leiner shall not use or license others to use the name "Assured Release" in connection with any other product or service. Leiner shall not, directly or indirectly, attack, oppose, contest or otherwise interfere with the use by Walgreen of the Trademark.
- 2. Indemnification.** Walgreen shall indemnify, defend and hold harmless Leiner and its officers, directors and employees against any claims or losses arising out of Walgreen's use or ownership of the Trademark on and after the Effective Date, including without limitation any intellectual property infringement claims.
- 3. No Opposition to Leiner Trademarks.** Walgreen acknowledges that Leiner is the owner of the registered trademark "Release Assured" with designs (Registration Numbers 1,794,087; 1,773,376; 1,782,015; and 1,742,102) and "Dissolution Tested Release Assured" with design (Registration Number 1,753,433). Walgreen shall not, directly or indirectly, attack Leiner's ownership of such marks and designs, or oppose, contest or otherwise interfere with the use by Leiner and/or its customers of such marks and/or designs. Walgreen shall not, directly or indirectly, attack, oppose, contest or otherwise interfere with any use by Leiner and/or its customers of the names "Release Assured" and "Dissolution Tested Release Assured" with any other designs not currently in use unless such design replicates the design being assigned herein.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first set forth above.

Leiner Health Products Inc.

By: [Signature]
Its: President

Leiner Health Services Corp.

By: [Signature]
Its: President

Walgreen Co.

By: [Signature]
Its: V.P. Retail Marketing
FRD

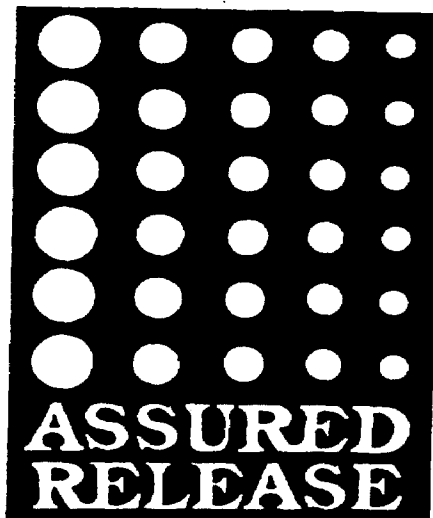
EXHIBIT A

Int. Cl.: 5

Prior U.S. Cl.: 18

United States Patent and Trademark Office **Reg. No. 1,886,507**
Registered Mar. 28, 1995

**TRADEMARK
PRINCIPAL REGISTER**



LEINER HEALTH PRODUCTS INC. (DELA-
WARE CORPORATION)
1845 WEST 205TH STREET
TORRANCE, CA 90501

FOR: VITAMINS AND DIETARY FOOD SUP-
PLEMENTS, IN CLASS 5 (U.S. CL. 18).
FIRST USE 8-16-1993; IN COMMERCE
8-16-1993.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "ASSURED RELEASE",
APART FROM THE MARK AS SHOWN.

SN 74-399,292, FILED 6-4-1993.

JOHN MICHOS, EXAMINING ATTORNEY