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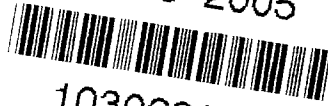
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PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

8/16K

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103066173

To the Director of the U. S. Patent and Trademark Office: 103066173

ents or the new address(es) below.

1. Name of conveying party(ies):

E.R. SQUIBB & SONS, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State:
- Other Limited Liability Co.

Citizenship (see guidelines) Delaware

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: WALGREEN CO.

Internal Address: LAW DEPT. MS#1425

Street Address: 104 WILMOT RD.

City: DEERFIELD

State: IL

Country: USA Zip: 60015

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Illinois
- 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) July 7, 2005

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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)

628558

Additional sheet(s) attached? Yes No

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

THERAGRAN

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

Name: Francis C. Kowalik

Internal Address: Walgreen Co.
Law Dept. - MS #1425

Street Address: 104 Wilmot Rd.

City: Deerfield

State: IL Zip: 60015

Phone Number: (847) 315-4640

Fax Number: (847) 315-4826

Email Address: Francis.kowalik@walgreens.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- 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 _____
Authorized User Name _____

9. Signature: Terry Keenan-Kloepfer

Signature

8-16-05

Date

Terry Keenan-Kloepfer, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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 1460, Alexandria, VA 22313-1460

08/22/2005 E1:00PER ED 420158953 US.

01 FC:8521
02 FC:8522

40.00 OP
75.00 OP

TRADEMARK
REEL: 003210 FRAME: 0257

ATTACHMENT TO TRADEMARK ASSIGNMENT RECORDATION COVER SHEET

CONVEYING PARTY:

RECEIVING PARTY:

E.R. SQUIBB & SONS, L.L.C.

WALGREEN CO.

TRADEMARKS: (In addition to the one listed on the cover sheet)

Reg. No. 2,895,418

Trademark: (Ribbon design)

Reg. No. 1,079,187

Trademark: THERAGRAN HEMATINIC

Reg. No. 1,412,006

Trademark: THERAGRAN-M (and Grid Design)

ASSIGNMENT

GENERAL ASSIGNMENT

E. R. Squibb & Sons, L.L.C. ("Assignor") hereby assigns for good and valuable consideration to Walgreen Co. ("Assignee") all of its right, title and interest in and to the following:

1. The trademark applications and registrations and unregistered trademarks owned by Assignor and shown on the attached schedule in respect of all goods covered by the specifications therefor, together with the associated goodwill and all common law rights thereto, in the United States.
2. The registered and unregistered copyrights owned by Assignor and shown on the attached schedule.
3. The registered domain names in the United States owned by Assignor and shown on the attached schedule.

Each party agrees to execute and deliver, at the request of the other, any and all such documentation or written instruments, including confirmatory trademark and domain name assignments, as may be necessary or appropriate to carry out and effectuate the purpose of this General Assignment in favor of Assignee.

IN WITNESS WHEREOF, the parties have executed this General Assignment effective as of July 7, 2005.

ASSIGNOR:

E.R. SQUIBB & SONS, L.L.C.


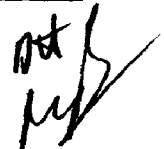
Place: Princeton, New Jersey

By: 
Title: Assistant Secretary

ASSIGNEE:

WALGREEN COMPANY

Place:

By: 
Title: Sr. VP, Marketing m. 50


A. THERAGRAN U.S. TRADEMARKS

Trademark	Owner	Status	Serial Number	Registration Date	Registration Number	Renewal Date	Expiration Date
REP. OF RIBBON DESIGN WITH THERAGRAN	E. R. SQUIBB & SONS, L.L.C.	Registered	78/244205	01-May-2003	2895418	19-Oct-2004	19-Oct-2014
THERAGRAN	E. R. SQUIBB & SONS, L.L.C.	Registered	71/662877	18-Mar-1954	628558	12-Jun-1956	12-Jun-2006
THERAGRAN HEMATINIC	E. R. SQUIBB & SONS, L.L.C.	Registered	73/102941	12-Oct-1976	1079187	13-Dec-1977	13-Dec-2007
THERAGRAN-M & GRID DESIGN	E. R. SQUIBB & SONS, L.L.C.	Registered	73/588861	19-Mar-1986	1412006	07-Oct-1986	07-Oct-2006
THERAGRAN [In Puerto Rico]	E. R. SQUIBB & SONS, L.L.C.	Registered	N/A	30-Oct-1973	18692	19-Jun-1974	19-Jun-2014

B. THERAGRAN U.S. COPYRIGHTS

Copyright	Owner	Registration Number	Registration Date
Theragran high potency multivitamin formula; advanced formula	E. R. Squibb & Sons, L.L.C.	VA251734	03-Sep-1986
Theragran-M, high potency multivitamin formula with minerals; advanced formula	E. R. Squibb & Sons, L.L.C.	VA251735	03-Sep-1986

C. THERAGRAN DOMAIN NAMES

NONE