

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Finiti Branding Group, LLC		09/01/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Walgreen Co.		
Street Address:	200 Wilmot Road		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4007446	FINITI	
CORRESPONDENCE DATA			
Fax Number:	8473154660		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	847-315-4640		
Email:	ipdocket@walgreens.com		
Correspondent Name:	Francis C. Kowalik - Walgreen Co.		
Address Line 1:	104 Wilmot Road		
Address Line 2:	MS1430 - Third Floor		
Address Line 4:	Deerfield, ILLINOIS 60015		
ATTORNEY DOCKET NUMBER:	TM.0742		
NAME OF SUBMITTER:	Francis C. Kowalik		
Signature:	/franciscowalik/		

OP \$40.00 4007446

Date:

11/15/2013

Total Attachments: 4

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September 1, 2012 

INTELLECTUAL PROPERTY AGREEMENT AND TRADEMARK ASSIGNMENT

This Intellectual Property Agreement (this "Agreement"), is entered into and effective as of ~~February~~ ^{September 1, 2012}, 2012 (the "Effective Date"), by and between Finiti Branding Group, LLC an Illinois limited liability company with its principal place of business at 4080 Commercial Avenue, Northbrook, Illinois 60062 ("FBG"), and Walgreen Co., an Illinois corporation with its principal place of business at 200 Wilmot Road, Deerfield, Illinois 60015, on behalf of itself and its Affiliates ("Walgreen").

RECITALS

WHEREAS, the Parties are entering into a "Supply Agreement for Walgreen Branded and Other Merchandise (DSD and Warehouse)" concurrently herewith (the "Supply Agreement").

WHEREAS, pursuant to the Supply Agreement, FBG will provide products to be marketed and sold by Walgreen under the "Finiti" mark; and whereas the Parties desire to define certain rights and obligations with respect to the Finiti mark and certain other marks;

NOW, THEREFORE, in reliance upon the above recitals and in consideration of the agreements and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Walgreen and FBG (each, a "Party" and collectively, the "Parties"), intending to be legally bound, agree as follows:

AGREEMENT

1. Grants.

1.1 Finiti Mark.

- (a) **Trademark Assignment.** Subject to the terms and conditions hereof, FBG assigns to Walgreen all right, title and interest to the mark "FINITI," and any stylized variations thereof ("Finiti Mark") together with all business goodwill associated therewith.
- (b) **Payment.** In consideration for the assignment of the Finiti Mark, Walgreen agrees to compensate FBG in the amount of \$1.00 upon full execution of this agreement and the accompanying Supply Agreement.
- (c) **License Grant.** In conjunction with this Assignment of the Finiti Mark to Walgreen, Walgreen will grant a perpetual, royalty-free license to FBG to use the Finiti Mark on any and all products and services outside of the United States.

1.2 FBG Trademark Uses.

- (a) **Use of the "FIN" Mark.** Walgreen agrees that FBG may use the mark "FIN" in connection with the products of FBG including products similar or identical to those provided by FBG to Walgreen under the Supply Agreement. Walgreen agrees that FBG owns the FIN mark, that it will not use or seek to register the FIN mark, and that it will not object to, sue FBG in relation to or seek compensation from FBG in relation to, FBG's use of the FIN mark.
- (b) **No Recall.** Walgreen understands that FBG has manufactured FINITI products for other retail outlets and channels of trade. FBG agrees that it will cease manufacturing FINITI products for such other retail outlets and channels of trade as of the Effective Date of this Agreement, except that FBG and its customers may continue to sell through all FINITI products manufactured through the Effective Date of this Agreement.
- (c) **Exhaustion of Inventory.** Walgreen agrees that FBG may sell its existing inventory of FINITI products in its current packaging form until it is exhausted.

2. Miscellaneous.

- 2.1 **Independent Contractors.** The Parties are entering this Agreement as independent contractors, and this Agreement will not be considered to create a partnership, joint venture or employment

relationship between them. Neither Party will represent itself to be an employee or agent of the other or enter into any agreement or legally binding commitment or statement on the other's behalf or in the other's name.

- 2.2 **Notices.** Unless otherwise provided, all notices, consents or other communications required or permitted to be given under this Agreement will be in writing addressed to the signatories of this Agreement at the respective addresses in the preamble.
- Any Party may change its address for notice by giving notice of the new addresses to the other Party in accordance with this Section 3.2, except that any such change of address notice will not be effective unless and until received.
- 2.3 **Assignment.** Neither Party may assign or delegate this Agreement or any of its rights or obligations hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, save for a sale of substantially all of the assets to which this agreement pertains, without the other Party's prior written consent, which may be withheld in its sole discretion. Subject to the foregoing, this Agreement will be binding on and enforceable by the Parties and their respective successors and permitted assigns.
- 2.4 **Amendment.** This Agreement may be amended, modified or supplemented by the Parties, provided that any such amendment, modification or supplement must be in writing and signed by a duly authorized representative of each Party.
- 2.5 **Waiver.** No waiver by a Party with respect to this Agreement will be effective or enforceable against a Party unless in writing and signed by that Party. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by a Party, and no course of dealing between or among any of the Parties, will constitute a waiver of, or will preclude any other or further exercise of the same or any other right, power or remedy.
- 2.6 **Counterparts and Transmitted Copies.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed an original, but all of which taken together will constitute but one and the same instrument, and it will not be necessary in making proof of this Agreement to produce or account for more than one original counterpart hereof. The Parties acknowledge that Transmitted Copies (as defined below) of this Agreement will be equivalent to original documents until such time (if any) as original documents are completely executed and delivered. As used herein, "**Transmitted Copies**" means copies that are reproduced or transmitted via facsimile, or another process of complete and accurate reproduction and transmission.
- 2.7 **Entire Agreement.** This Agreement, together with all Schedules hereto, represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous oral or written communications or agreements, and all contemporaneous oral communications and agreements, between the Parties and their respective Affiliates regarding such subject matter hereof. To the extent this Agreement contains terms inconsistent with the terms of any other existing agreement relating to the subject matter hereof between the Parties, this Agreement will control. No breach of this Agreement by either Party will affect the rights or obligations of either Party under any other agreement between the Parties; rather, the same will remain in full force and effect.
- 2.8 **Counterparts; Facsimile.** This Agreement may be executed in any number of separate counterparts, all of which, when taken together, will constitute one and the same instrument, notwithstanding the fact that all Parties did not sign the same counterpart. Each of the Parties agrees that a signature transmitted to the other Party or its counsel by facsimile transmission will be effective to bind the Party whose signature was transmitted, as a duly executed and delivered original. Each Party further agrees to promptly deliver its original signature pages to this Agreement to counsel for the other Party promptly following execution, but any failure to do so will not affect the binding effect of such signature.
- 2.9 **Severability.** If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof will not be affected thereby and will be

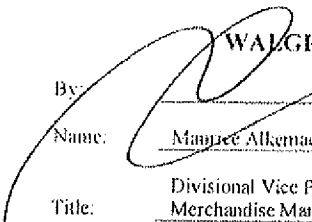
enforceable without regard thereto except that the Parties will negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties and all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intentions of the Parties as nearly as may be possible. Such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of such provision in any other jurisdiction.


2.10 **Dispute Resolution.** The Parties agree that prior to the commencement of any legal proceeding under this Agreement, the Party considering such commencement will notify, as applicable, the Chief Executive Officer of Vendor, or such other person holding a similar position designated by Vendor from time to time, and the Senior Vice President, Purchasing of Walgreen, or such other person holding a similar position designated by Walgreen from time to time (collectively, the "Executive Officers"). Each Executive Officer will use good faith efforts to make himself/herself available to discuss the dispute and attempt to resolve the matter for a period of not less than thirty (30) days. During such period of negotiations, any applicable time periods under this Agreement will be tolled. If the Executive Officers are unable to determine a resolution in a timely manner, which will in no case be more than thirty (30) days after the matter was referred to them, then a Party may pursue legal recourse at its option.

2.11 **Choice of Law; Consent to Jurisdiction.** THIS AGREEMENT WILL BE INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, U.S.A., WITHOUT REGARD TO ANY CONFLICT OF LAWS PROVISIONS THEREOF. Any suit or other action arising out of, or in connection with, this Agreement may be brought only in the Illinois state courts sitting in Cook County, Illinois or in the United States District Court for the Northern District of Illinois and each of the Parties hereby irrevocably consents to the jurisdiction of, and venue in, such courts. Each Party hereby consents to and acknowledges that, in the event of any breach or threatened breach of this Agreement, the other Party will have, in addition to any and all other legal rights and remedies, the right to injunctive relief. In addition, each Party will be entitled to recover its costs, expenses and reasonable attorneys' fees and expenses incurred in enforcing the terms and provisions of this Agreement.

2.12 **Miscellaneous.** The headings of sections and subsections of this Agreement are for convenience of reference only and are not intended to restrict, affect or otherwise influence the interpretation or construction of any provisions of this Agreement. All words used in this Agreement will be construed to be of such number and gender as the context requires or permits. Unless a particular context clearly provides otherwise, (a) the words "hereof" and "hereunder" and similar references refer to this Agreement in its entirety and not to any specific section or subsection hereof, and (b) the word "including" will mean "including but not limited to". The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construed or interpretation of this Agreement or any other agreements or documents delivered in connection with the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

By: 
Name: Manjiv Alkemade
Title: Divisional Vice President and General
Merchandise Manager Private Brands

FINITI BRANDING GROUP, LLC
By: 
Name: Russell G. Stone
Title: President

Approved by Department FMK

CT LAW	By:
Business Owner (Name) BLATZIG	By: <i>M</i>
Business Owner (Name)	By: <i>J</i>