

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310409

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Boots Retail Holdings (USA), Inc.		06/27/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Boots Company PLC		
<b>Street Address:</b>	D90 WF20		
<b>City:</b>	Nottingham		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	NG901BS		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76220178	BOOTS	
<b>Serial Number:</b>	78146263	BOOTS	
<b>Serial Number:</b>	85069649	BOOTS	
<b>Serial Number:</b>	74701285	BOOTS	
<b>Serial Number:</b>	75135172	BOOTS	
<b>Serial Number:</b>	76220018	BOOTS	
<b>Serial Number:</b>	78175818	BOOTS	
<b>Serial Number:</b>	77147096	BOOTS AMAZON FOREST	
<b>Serial Number:</b>	85429310	BOOTS LABORATORIES	
<b>Serial Number:</b>	77363964	BOOTS ORIGINAL BEAUTY FORMULA	
<b>Serial Number:</b>	85069636	BOOTS PHARMACEUTICALS	
<b>Serial Number:</b>	85845012	BOOTS BOTANICS THE POWER OF PLANTS	
<b>Serial Number:</b>	78228967	INTELLIGENT BALANCE	
<b>Serial Number:</b>	86120276	LASH IMPACT	
<b>Serial Number:</b>	75148575	NO 7	
<b>Serial Number:</b>	78423984	N°7	
<b>Serial Number:</b>	77695549	NO 7 EXTRAVAGANT LASHES	
<b>Serial Number:</b>	78525638	NO 7 LIP GLACE	
<b>Serial Number:</b>	78525641	NO 7 MAXIMUM VOLUME	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	78525645	NO 7 MOISTURE QUENCH
Serial Number:	77232278	NO 7 PROTECT & PERFECT
Serial Number:	77615639	NO 7 PROTECT & PERFECT INTENSE
Serial Number:	78204960	NO 7 RADIANT GLOW
Serial Number:	77226564	NO 7 REFINE & REWIND
Serial Number:	77695530	NO 7 WILD VOLUME
Serial Number:	85552270	OPTIVA BOOTS LABORATORIES
Serial Number:	85552160	OPTIVA BOOTS LABORATORIES
Serial Number:	85849988	SERUM 7 BOOTS LABORATORIES
Serial Number:	85692431	SERUM 7 RENEW
Serial Number:	85938565	SHARE THE FEELING
Serial Number:	78511285	STAY PERFECT
Serial Number:	78511290	TIME RESISTING
Serial Number:	78511296	TRUE IDENTITY
Serial Number:	85574298	UVR MULTI DERMAL PROTECTION
Serial Number:	78207188	WONDERBALM

**CORRESPONDENCE DATA**

Fax Number: 4042536901

*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: 415-957-3072

Email: tdmkatlanta@duanemorris.com

Correspondent Name: Laurie H. van Loben Sels

Address Line 1: Duane Morris LLP, 1075 Peachtree Street

Address Line 2: Suite 2000

Address Line 4: Atlanta, GEORGIA 30309

**ATTORNEY DOCKET NUMBER:** E4431-00001

**DOMESTIC REPRESENTATIVE**

Name: Laurie H. van Loben Sels

Address Line 1: 1075 Peachtree Street

Address Line 2: Suite 1000

Address Line 4: Atlanta, GEORGIA 30309

**NAME OF SUBMITTER:** Laurie H. van Loben Sels

**SIGNATURE:** /lhv/

**DATE SIGNED:** 07/11/2014

**Total Attachments: 5**

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ADDENDUM NO. 1 TO TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT

This Addendum No. 1 to the Trademark Transfer and Assignment Agreement ("Addendum") is entered into *nunc pro tunc* as of January 7, 2014 ("Effective Date"), between The Boots Company PLC, a company organized under the laws of England and Wales ("TBC") and Boots Retail Holdings (USA), Inc., a corporation organized under the laws of the State of Delaware in the United States ("BRHUS"). TBC and BRHUS are referred to herein as a "Party" and TBC and BRHUS are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties have entered into the Trademark Transfer and Assignment Agreement with an Effective Date of January 7, 2014 ("Agreement").

WHEREAS, the Agreement concerns the terms of the transfer and assignment of certain trademarks from BRHUS to TBC.

WHEREAS, the Parties wish to amend the Agreement to correctly identify the United States trademark applications and registrations covered by the Agreement.

NOW, THEREFORE, in consideration of the foregoing and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The first bullet point in the "BACKGROUND" section on page 2 of the Agreement shall be amended and restated as follows:

TBC has been the beneficial owner of certain trademarks and registered them under its name in the United Kingdom and other countries, but has allowed BRHUS to apply to register and register certain trademarks as set forth in Exhibit A attached hereto (the "Marks") with the United States Patent and Trademark Office, under the name of BRHUS for the sake of legal convenience.

2. Article 1 on page 2 of the Agreement concerning "Assignment of Marks" shall be amended and restated as follows:

BRHUS does hereby assign, transfer and convey to TBC the applications for registration and registrations for the Marks with the United States Patent and Trademark Office within the meaning of an assignment as set forth in 15 U.S.C. § 1060, including all of BRHUS' entire right, title and interest in and to the Marks, including, without limitation, all proceeds thereof (such as, by way of example only, license royalties and proceeds of infringement suits); the right to sue for past, present and future infringement; and all rights corresponding thereto, all renewals thereof, and all goodwill associated therewith. This assignment does not include any other property or interests owned by BRHUS, including, but not limited to, any of BRHUS' rights under any distribution or supply agreements, including the separate supply and distribution agreement Boots International Limited has with Boots Retail USA, Inc.

3. Exhibit A to the Agreement concerning "Assigned Trademarks" shall be amended and replaced by the Exhibit A attached hereto.

4. Except as otherwise expressly provided by the Addendum, all of the terms, conditions and provisions of the Agreement shall remain the same. The Parties agree that the Agreement, as amended hereby, shall continue in full force and effect, and that the Addendum and the Agreement shall be read and construed as one instrument. Hereinafter, any reference to the Agreement shall mean the Agreement, as amended hereby.

5. Each of the parties represents and warrants that the undersigned has authority to execute the Addendum and bind that party. The undersigned has read, understand, and agrees to the terms of the Addendum.

6. The Addendum may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or email shall be considered authentic and binding.

BOOTS RETAIL HOLDINGS (USA), INC.

THE BOOTS COMPANY PLC



Name: ANDREW ARLTIN  
Title: DIRECTOR OF FINANCE

27th June 2014



Name:  
Title: DIRECTOR

EXHIBIT A

Assigned Trademarks

Mark	U.S. Registration No.	U.S. Application No	Classes
BOOTS	2952103	76220178	35
BOOTS	2933943	78146263	3 and 5
	Not applicable	85069649	1, 5 and 10
	2427728	74701285	3
	2515976	75135172	5
	2948504	76220018	35
	2986102	78/175818	3, 5 and 35
BOOTS AMAZON FOREST	3591904	77147096	3
BOOTS LABORATORIES	Not applicable	85429310	3 and 5
BOOTS ORIGINAL BEAUTY FORMULA	3699646	77363964	3
BOOTS PHARMACEUTICALS	Not applicable	85069,636	1, 5 and 10

Mark	U.S. Registration No.	U.S. Application No	Classes
 <b>BOTANICS</b> <small>THE POWER OF PLANTS</small>	Not applicable	85845,012	3, 18 and 21
INTELLIGENT BALANCE	2955634	78228967	3
LASH IMPACT	Not applicable	86120,276	3
	2133895	75148575	3
	3313451	78423984	3
No 7 EXTRAVAGANT LASHES	3811811	77695549	3
No 7 LIP GLACE	3163756	78525638	3
No 7 MAXIMUM VOLUME	3151986	78525641	3
No 7 MOISTURE QUENCH	3160336	78525645	3
No 7 PROTECT & PERFECT	3493623	77232278	3
No7 PROTECT & PERFECT INTENSE	3857506	77615639	3
No 7 RADIANT GLOW	3130485	78204960	3
No 7 REFINE & REWIND	3425782	77226564	3
No 7 WILD VOLUME	3808058	77695530	3

Mark	U.S. Registration No.	U.S. Application No	Classes
	Not applicable	85552270	3 and 5
	Not applicable	85552160	3 and 5
SERUM 7 BOOTS LABORATORIES	Not applicable	85849988	3
<b>SERUM<sup>7</sup></b> RENEW	Not applicable	85/692431	3
SHARE THE FEELING	Not applicable	85938,565	3
STAY PERFECT	3089623	78511285	3
TIME RESISTING	3089624	78511290	3
TRUE IDENTITY	3089625	78511296	3
	Not applicable	85574298	3
WONDERBALM	2918063	78207188	3