

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walgreen Co.		01/22/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Product Quest Manufacturing, LLC		
Street Address:	330 Carswell Avenue		
City:	Daytona Beach		
State/Country:	FLORIDA		
Postal Code:	32117		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3782676	MEN'S ZONE	
Registration Number:	3392999	MEN'S ZONE	
Registration Number:	3393191	MEN'S ZONE OLYMPUS	
Registration Number:	3393192	MEN'S ZONE SPHINX	
Registration Number:	3393193	MEN'S ZONE TRITON	
CORRESPONDENCE DATA			
Fax Number:	3303764577		
<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:	3308496641		
Email:	sketler@ralaw.com		
Correspondent Name:	Suzanne K. Ketler		
Address Line 1:	Roetzel & Andress		
Address Line 2:	222 South Main Street		
Address Line 4:	Akron, OHIO 44308		
ATTORNEY DOCKET NUMBER:	111002.0098		
NAME OF SUBMITTER:	Suzanne K. Ketler		
SIGNATURE:	/Suzanne K. Ketler/		
DATE SIGNED:	03/02/2015		

CH \$140.00 3782676

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is hereby made and entered into by and between **WALGREEN CO.**, a corporation organized and existing under the laws of the State of Illinois and having a business address of 200 Wilmot Road, Deerfield, Illinois, 60015 ("Assignor"), and **PRODUCT QUEST MANUFACTURING, LLC**, a limited liability company organized and existing under the laws of the State of Florida and having a business address of 330 Carswell Avenue, Daytona Beach, Florida, 32117 ("Assignee", together with Assignor, the "Parties").

WHEREAS, Assignor has adopted and is using the trademarks listed on Schedule A attached hereto and incorporated herein by reference (the "Trademarks"), and desires to assign and transfer the Trademarks and the goodwill of the business symbolized by them and associated with them to Assignee; and

WHEREAS, Assignee desires to acquire the Trademarks and their associated goodwill;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows.

1. Assignor hereby assigns to Assignee and Assignee hereby accepts:

(a) the full right, title, and interest in and to the Trademarks, including without limitation all U.S. registrations therefor as set forth on Schedule A hereto, and the goodwill of the business associated with and symbolized by the Trademarks; and

(b) all rights, interests, claims, demands, and damages, recoverable in law or in equity, that Assignor has or may have for past, present, and future infringements of the Trademarks, including without limitation, the right to compromise and to sue for and collect profits and damages, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor agrees to execute such other documents or instruments and take such reasonable actions as may be reasonably requested by Assignee to effectuate the Assignment of the Trademarks as set forth herein.

3. This Assignment may be executed and delivered (including by facsimile or pdf transmission) in one or more counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and same instrument. Portable Document Format (PDF) signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the 27th day of JANUARY, 2014.

[Signatures on the following pages]

ASSIGNOR
WALGREEN CO.

By: 

Name: FRANCIS C. KOWALIK

Title: SR. ATTY. I.P.

Notarial Certificate

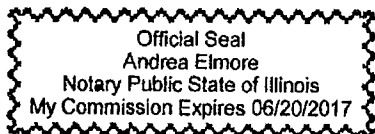
STATE OF ILLINOIS)
LAKE COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Francis Kowalik named as SR. ATTY of Walgreen Co., an Illinois corporation, signed the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, she/he as such representative, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal of office this 20 day of January 2014.



Notary Public



ASSIGNEE
PRODUCT QUEST MANUFACTURING, LLC

By: Bill Jennings
Name: BILL JENNINGS
Title: CFO

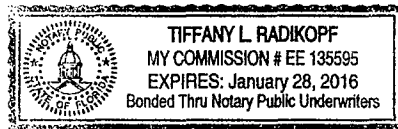
Notarial Certificate

STATE OF FLORIDA)
Volusia COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bill Jennings, named as CFO of Product Quest Manufacturing, LLC, a Florida limited liability company, signed the foregoing instrument, and who is known to me, or acknowledged before me on this day that, being informed of the contents of this instrument, she/he as such representative, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal of office this 22nd day of January, 2014.

Tiffany L. Radikoff
Notary Public



SCHEDULE A

<u>JURISDICTION</u>	<u>MARK</u>	<u>REG. NO.</u>
U.S.	MEN'S ZONE	3,782,676
U.S.	MEN'S ZONE	3,392,999
U.S.	MEN'S ZONE OLYMPUS	3,393,191
U.S.	MEN'S ZONE SPHINX	3,393,192
U.S.	MEN'S ZONE TRITON	3,393,193