

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492476

<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>
Sleek International Limited		09/12/2018	Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Boots Company PLC		
<b>Street Address:</b>	1 Thane Road West		
<b>City:</b>	Nottingham		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	NG2 3AA		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5347945	SLEEK MAKEUP BROW INTENSITY	
<b>Registration Number:</b>	5332758	POWER PLUMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(847) 315-4582		
<b>Email:</b>	pto@walgreens.com		
<b>Correspondent Name:</b>	Cary M. Pumphrey / Walgreen Co.		
<b>Address Line 1:</b>	104 Wilmot Road, MS #144A		
<b>Address Line 4:</b>	Deerfield, ILLINOIS 60015		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Cary M. Pumphrey / Walgreen Co.		
<b>Address Line 1:</b>	104 Wilmot Road, MS#144A		
<b>Address Line 4:</b>	Deerfield, ILLINOIS 60015		
<b>NAME OF SUBMITTER:</b>	Cary M. Pumphrey		
<b>SIGNATURE:</b>	/carympumphrey/		
<b>DATE SIGNED:</b>	10/03/2018		

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**Total Attachments: 7**

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DATED 12 September 2018

SLEEK INTERNATIONAL LIMITED

AND

THE BOOTS COMPANY PLC

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

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12 September

**BETWEEN**

- (1) **SLEEK INTERNATIONAL LIMITED** (registered in England and Wales with registered number 03010545) whose registered office is at 1 Thane Road West, Nottingham, NG2 3AA ("the Vendor"); and
- (2) **THE BOOTS COMPANY PLC** (registered in England and Wales with registered number 27657) whose registered office is at Nottingham, NG2 3AA ("the Purchaser").

**BACKGROUND**

- (A) The Assignor is the proprietor of the Intellectual Property Rights (as defined below).
- (B) The Assignor has agreed to assign the Intellectual Property Rights to the Assignee on the terms set out in this Agreement.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

In this Agreement (including its recitals):-

- 1.1 the following expressions have the following meanings unless inconsistent with the context:

<b>"Effective Date"</b>	means 31 July 2018; and
<b>"Intellectual Property Rights"</b>	means all trade marks and service marks (registered and unregistered) including those listed in <b>Schedule 1</b> , all copyright, neighbouring and related rights, all unregistered designs, business names, rights in get-up and trade dress, the right to sue for passing off or unfair competition, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of

protection which subsist or will subsist now or in the future in any part of the world.

**2. ASSIGNMENT**

2.1 In consideration of the sum of ~~£XXXXXXX~~ (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with effect from close of business on the Effective Date with full title guarantee all its rights, titles and interest in and to the said Intellectual Property Rights, including:

2.1.1 all statutory and common law rights attaching to the said Intellectual Property Rights; and

2.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from the ownership of any of the Intellectual Property Rights, whether occurring before, on, or after the date of this Assignment.

**3. VALUE ADDED TAX ("VAT")**

3.1 All amounts expressed in this Agreement as being payable by the Assignee are expressed exclusive of any VAT which may be chargeable.

3.2 The Assignor and the Assignee intend that article 5 of the Value Added Tax (Special Provisions) Order 1995 shall apply to the sale and purchase of Assets under this agreement and agree to use all reasonable endeavours to ensure that the sale is treated as neither a supply of goods nor a supply of services for under that article.

3.3 If, notwithstanding clause 3.2, VAT is chargeable in connection with the transfer of the Assets under this Agreement, the Assignee shall, on receipt of a valid VAT invoice in respect of such supply, pay to the Assignor within 10 Business Days an amount equal to the VAT chargeable on the supply.

**4. FURTHER ASSURANCE**








Any time after the date of this Agreement, at the request of the Assignee, the Assignor shall and shall use reasonable endeavours to procure that any necessary third party shall, at the cost of the Assignee, execute such documents and do such acts and things as the Assignee may reasonably require for the purpose of giving to the Assignee the full benefit of all the provisions of this Agreement.









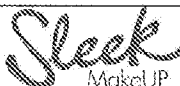


5. **GENERAL**

- 5.1 This Agreement will be binding on and will endure for the benefit of each party's successors but will not be assignable by any party or its successors without the written consent of the other party.
- 5.2 Except insofar as the same have been fully performed at Completion, the provisions in this Agreement will continue in full force and effect notwithstanding completion.
- 5.3 Failure or delay by either party in exercising any right or remedy under this Agreement will not in any circumstances operate as a waiver of it, nor will any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.
- 5.4 Any waiver of any breach of, or any default under, any of the terms of this Agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.
- 5.5 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by English law. The English Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.
- 5.6 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 5.7 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original and all of which counterparts together shall constitute one and the same instrument.

**SCHEDULE 1**

**Trade Marks**

Country	Trade Mark	Application/Registration No.
Brazil	SLEEK	914170864
Canada		1679886
China		15812964
China	SLEEK	
China	SLEEK	29720204
European Union	SLEEK	836510
European Union		12922548
European Union	POWER PLUMP	15707573
European Union	MATTE ME	16346819
European Union	BROW INTENSITY	15707599
Hong Kong		303031965
IR (WIPO)- Granted in Tunisia, US and Mexico; Pending in India		1235557
Kenya		83347
Kuwait		167585

Country	Trade Mark	Application/Registration No.
Kuwait		167586
Nigeria		F/T/2014/3101
Nigeria		F/T/2014/3102
Philippines		42016009900
Russia		2014742889
South Korea		40-2018-0067022
Thailand		16010646
Turkey		2014 44881
United Arab Emirates		237044
United Arab Emirates		237043
UK	Lip VIP	3117608
UK	I Divine	3086839
UK		2642177
US	SLEEK MAKEUP BROW INTENSITY	5347945
US	POWER PLUMP	5332758



THIS AGREEMENT is executed and delivered on the date stated at the beginning of this Agreement

Signed by Rosemary Counsell )  
Duly authorised for and on behalf of ) *R Counsell*  
**SLEEK INTERNATIONAL LIMITED** )

Signed by Andrew R Thompson )  
Duly authorised for and on behalf of ) *A R Thompson*  
**THE BOOTS COMPANY PLC** )