

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
Kerr Drug, Inc.		11/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Walgreens of North Carolina, Inc.
Street Address:	200 Wilmot Road
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85404689	SR. SILVER REWARDS
Registration Number:	3714836	NATURALLY KERR
Registration Number:	3668784	KERR HEALTH CARE SERVICES
Registration Number:	3558917	HEALTH CARE YOU CAN COUNT ON
Registration Number:	3640822	KERXR CLUB PRESCRIPTION SAVINGS
Registration Number:	3391537	EVERY TUESDAY ANY CARD KERR DRUG SENIOR
Registration Number:	3300588	KERR DRUG
Registration Number:	3305233	DON'T GAMBLE WITH YOUR HEALTH KERR DRUG

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (847) 315-4582

Email: ipdocket@walgreens.com

Correspondent Name: Cary M. Pumphrey / Walgreen Co.

OP \$215.00 85404689

Address Line 1: 104 Wilmot Road, MS #1430
Address Line 4: Deerfield, ILLINOIS 60015

ATTORNEY DOCKET NUMBER:	KERR DRUG TM ASSIGNMENT
NAME OF SUBMITTER:	Cary M. Pumphrey
Signature:	/carympumphrey/
Date:	11/18/2013

Total Attachments: 5
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INTELLECTUAL PROPERTY INSTRUMENT OF ASSIGNMENT

This Intellectual Property Instrument of Assignment (the "Assignment"), dated as of the 8th day of November, 2013, is by and between Kerr Drug, Inc., a Delaware corporation ("Assignor"), and Walgreens of North Carolina, Inc., a Delaware corporation, ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedule A (the "Assigned IP");

WHEREAS, Assignor, Assignee, Walgreen Co, an Illinois corporation, and certain stockholders of Assignor have entered into an Asset Purchase Agreement dated as of September 9, 2013 (the "Agreement") pursuant to which Assignor is selling certain assets to Assignee, including the Assigned IP; and

WHEREAS, pursuant to the Agreement, Assignee has acquired all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the Patent and Trademark Offices.

NOW, THEREFORE, in consideration of the good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (v) all rights corresponding to any of the foregoing throughout the world; and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
3. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of New York without giving effect to the conflict of laws rules thereof.

4. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
5. Miscellaneous. This Assignment is subject to all the terms and conditions of the Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement.

[Signature Page Follows]

ACCEPTED BY:

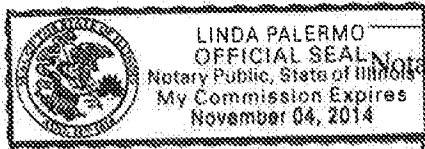
ASSIGNEE

WALGREENS OF NORTH
CAROLINA, INC.

By: *Robert G. Zimmerman*
Name: Robert G. Zimmerman
Title: Senior Vice President

STATE OF Illinois)
) ss.
COUNTY OF Lake)

Before me, the undersigned authority, on this 8th day of November, 2013, personally appeared Robert G. Zimmerman known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.







Linda Palermo
(Signature of Notary)

Linda Palermo
(Legibly Print or Stamp Name of Notary)

Schedule A

Trademarks

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>U.S. Application Serial No.</u>
SR. SILVER AWARDS		85/404,689
	3,714,836	
KERR HEALTH CARE SERVICES	3,668,784	
HEALTH CARE YOU CAN COUNT ON	3,558,917	
	3,640,822	
	3,391,537	
KERR DRUG	3,300,588	
	3,305,233	