

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424395

<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>
Randolph C Kinkade		03/23/2017	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Allergan, Inc.		
<b>Street Address:</b>	2525 Dupont Drive		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4105209	SEE AND HEAR AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147969381		
<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>	714-246-5507		
<b>Email:</b>	susan.hinchey@allergan.com		
<b>Correspondent Name:</b>	Susan J. Hinchey		
<b>Address Line 1:</b>	2525 Dupont Drive		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>NAME OF SUBMITTER:</b>	Susan J. Hinchey		
<b>SIGNATURE:</b>	/Susan J. Hinchey/		
<b>DATE SIGNED:</b>	04/20/2017		
<b>Total Attachments: 3</b>			
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source=SeeAndHearAmericaAssignment#page3.tif			

CH \$40.00 4105209

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Assignment") is entered into as of 3/27/2017 ~~2016~~ (the "Effective Date") between Randolph C. Kinkade, having an address at 63 West Street, Litchfield, CT 06759 ("Assignor") and Allergan, Inc., a Delaware corporation, having a place of business at 2525 Dupont Drive, Irvine, California 92612 ("Assignee").

WHEREAS, Assignor owns of all right, title and interest in and to U.S. Trademark Reg. No. 4105209 for SEE AND HEAR AMERICA, as set forth on Schedule A hereto together with all of the goodwill associated therewith (the "Mark");

WHEREAS, Assignor has agreed to transfer, convey, assign and deliver all right, title and interest in and to the Mark to Assignee and

WHEREAS, Assignee has agreed to accept and assume the Mark from Assignor.

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts from Assignor, all of the right, title and interest in, to and under the Mark, together with (i) all goodwill of the business connected with the use thereof and symbolized thereby, and (ii) the registration in connection therewith, and all renewals thereof, and (iii) any past, present or future claims or causes of action arising out of or related to any infringement, dilution or other violation of any of the foregoing, and the right to sue or otherwise recover therefor, for Assignee's own use and enjoyment, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor represents and warrants that:
  - (i) Assignor owns the entire right, title and interest in and to the Mark;
  - (ii) the registration for the Mark is currently valid and subsisting and in full force and effect;
  - (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any rights with respect to the Mark to any other person or entity;
  - (iv) there are no liens or security interests against the Mark;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other document or agreement to which Assignor is a party.

3. After the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR: Randolph C. Kinkade

ASSIGNEE: Allergan, Inc.

By: 

Randolph C. Kinkade

3/23/17

By: 

Thomas F. Poché, Vice President

4/7/2017

Schedule A

Mark	Jurisdiction	Status	Application No.	Registration No.
SEE AND HEAR AMERICA	United States	Registered	85359006	4105209