

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novartis Consumer Health S.A.		05/31/2017	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Lil' Drug Store Products, Inc.		
Street Address:	1201 Continental Place NE		
City:	Cedar Rapids		
State/Country:	IOWA		
Postal Code:	52402		
Entity Type:	Corporation: IOWA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4498772	NODOZ	
Registration Number:	0792839	NODOZ	
Registration Number:	4121899	NODOZ	
Registration Number:	4488870	NODOZ ENERGY SHOTS	
Registration Number:	4491686	ORANGE	
Registration Number:	4459717	BERRY	
CORRESPONDENCE DATA			
Fax Number:	5152833108		
<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:	515-645-5502		
Email:	wkmars@nyemaster.com		
Correspondent Name:	Wendy K. Marsh		
Address Line 1:	700 Walnut Street		
Address Line 2:	Suite 1600		
Address Line 4:	Des Moines, IOWA 50309		
NAME OF SUBMITTER:	Wendy K. Marsh		
SIGNATURE:	/Wendy K. Marsh/		
DATE SIGNED:	09/05/2017		

OP \$165.00 4498772

Total Attachments: 9

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**TRADE MARK,
PRODUCT INTELLECTUAL PROPERTY RIGHTS
AND TRADE DRESS
ASSIGNMENT**

DATED 31 May 2017

NOVARTIS CONSUMER HEALTH S.A.

and

LIL' DRUG STORE PRODUCTS, INC.

ALLEN & OVERY

Allen & Overy LLP

**TRADEMARK
REEL: 006149 FRAME: 0196**

THIS ASSIGNMENT is dated 31 May 2017

BETWEEN:

- (1) **NOVARTIS CONSUMER HEALTH S.A.**, a company incorporated under the laws of Switzerland with registered number CHE-102.429.188 and whose registered office is at Route de l'Etraz, 1197 Prangins, Switzerland (the **Assignor**); and
- (2) **LIL' DRUG STORE PRODUCTS, INC.**, an Iowa (USA) corporation with its principal office at 1201 Continental Place NE, Cedar Rapids, IA 52402 (the **Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the Trade Marks, the Product Intellectual Property Rights and the Trade Dress (each as defined below).
- (B) As part of an agreement dated 2017 between Seller and the Assignee (**Asset Purchase Agreement**), the Assignor agreed to transfer the Trade Marks, Product Intellectual Property Rights and the Trade Dress to the Assignee.
- (C) The parties now wish to give full effect to the Asset Purchase Agreement by entering into this assignment.

IT IS AGREED:

1. Interpretation

In this assignment:

Completion means completion of the sale and purchase of the several assets to be sold by the Seller to the Assignee in accordance with the Asset Purchase Agreement;

GSK Group means GlaxoSmithKline PLC and each of its subsidiaries (other than the Seller's Group);

GSK House Style means the relevant part of the Trade Dress of the Product which is intended to communicate to the public that the Product originates from the Seller's Group or the GSK Group, including any design, logo or other feature that is used in such presentation of any products (other than the Product), sold by a member of the Seller's Group or the GSK Group at Completion;

Intellectual Property Rights means:

- (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered);
- (b) applications for registration, and the right to apply for registration, for any of these rights; and
- (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

Novartis Group means Novartis AG and each of its subsidiaries;

Novartis House Style means the relevant part of the Trade Dress of the Product which is intended to communicate to the public that the Product originates from the Novartis Group, including any design, logo or other feature that is used in such presentation of any products (other than the Product) sold by a member of the Seller's Group or the Novartis Group at Completion;

Product means the product set out in Schedule 2 in respect of the Territory listed alongside such Product;

Product Intellectual Property Rights means the Intellectual Property Rights (other than the Trade Marks) owned by the Assignor subsisting in and relating exclusively to the Product;

Seller means GlaxoSmithKline Consumer Healthcare Holdings Limited;

Seller's Group means the Seller and each of its subsidiaries from time to time;

Territory means in relation to the Product, the country set out opposite the name of that Product in Schedule 2;




Trade Dress means, in respect of the Product, the layout, designs and colouring of any external or internal packaging for that Product in the Territory, including labelling and patient information leaflets, but excluding any GSK House Style or Novartis House Style for that Product (as applicable); and





Trade Marks means the registered trade marks set out in Schedule 1.

2. In consideration of payment by the Assignee as set out in the Asset Purchase Agreement, the Assignor hereby assigns to the Assignee such right, title and interest as it holds in the Trade Marks, Product Intellectual Property Rights and the Trade Dress together with all goodwill associated with the use of the Trade Marks, Product Intellectual Property Rights and Trade Dress.
3. This assignment does not include the right to bring action or claim relief in respect of any infringement of the Trade Marks before the date of this assignment.
4. The Assignor agrees, at the request and expense of the Assignee, to sign any documents and to do all other things which the Assignee reasonably considers to be necessary to give effect to this assignment as soon as reasonably practicable including, in the case of UK Trade Marks, to enable the Assignee to record their assignment in the records of the United Kingdom Trade Mark Registry, and, in the case of non-UK Trade Marks, to enable the Assignee to fulfil all relevant national registry requirements for the recordal of the assignment of the Trade Marks in those registries.
5. The Assignee acknowledges that the Assignor gives no representation, warranty, indemnity or guarantee in respect of the Trade Marks, Product Intellectual Property Rights and Trade Dress in this assignment, but this is without prejudice to the provisions of the Asset Purchase Agreement.
6. This assignment and any non-contractual obligations arising out of or in connection with it shall be governed by English law. The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this assignment (including a dispute relating to any non-contractual obligations arising out of or in connection with this assignment) and the parties submit to the exclusive jurisdiction of the English courts. The Assignee irrevocably appoints Law Debenture Corporate Services Limited of 5th Floor, Wood Street, London, EC2V 7EX, England as its agent in England for service of process.

SCHEDULE 1

Trade Marks

Country	Mark Name	Class Description	Application Number	Filed Date	Reg. No.	Reg Date	Mark Image	Status	Renewal Due Date	Owners
Brazil	NODOZ ENERGY SHOTS orange slice and drop device	32 - energy shots, namely energy drinks,	840165137	2012-06-18	840165137	2015-11-24		Registered	2025-11-24	Novartis AG
Brazil	NODOZ ENERGY SHOTS orange slice and drop device	5 - dietary supplements,	840165188	2012-06-18	840165188	2015-06-30		Registered	2025-06-30	Novartis AG
Brazil	NODOZ	5 - caffeine supplement,	840107668	2012-04-27	840107668	2016-09-06		Registered	2026-09-26	Novartis AG
Brazil	NODOZ ENERGY SHOTS berry and drop device	5 - dietary supplements,	840165161	2012-06-18	840165161	2015-06-30		Registered	2025-06-30	Novartis AG
Brazil	NODOZ	32 - Caffeine supplement drinks	840107625	2012-04-27	840107625	2015-05-19		Registered	2025-05-19	Novartis AG
Canada	NODOZ	5 - A medical preparation in tablet form especially prepared to relieve drowsiness.	0184136	1949-05-16	UCA33483	1949-05-16		Registered	2024-05-16	Novartis Consumer Health S.A.

Country	Mark Name	Class Description	Application Number	Filed Date	Reg. No.	Reg Date	Mark image	Status	Renewal Due Date	Owners
United States of America	NODOZ	32 - energy drinks,	85644375	2012-06-06	4498772	2014-03-18		Registered	2024-03-18	Novartis Consumer Health S.A.
United States of America	NODOZ (stylized)	5 - Medicinal preparations in tablet form especially prepared to relieve drowsiness.,	72194027	1964-05-22	792839	1965-07-20		Registered	2025-07-20	Novartis Consumer Health S.A.
United States of America	NODOZ	5 - Anti-drowsiness treatment preparations	85413816	2011-09-02	4121899	2012-04-03		Registered	2022-04-03	Novartis Consumer Health S.A.
United States of America	NODOZ ENERGY SHOTS and device	32 - dietary supplements,	85436073	2011-09-30	4488870	2014-02-25		Registered	2024-02-25	Novartis Consumer Health S.A.
United States of America	NODOZ ENERGY SHOTS orange (stylized) with orange slice and drop device	5 - dietary supplements, namely, orange flavored energy drinks	85589051	2012-04-04	4491686	2014-03-04		Registered	2024-03-04	Novartis Consumer Health S.A.
United States of America	NODOZ ENERGY SHOTS berry (stylized) with berry and drop device	5 - Dietary supplements, namely, berry flavored energy drinks	85589679	2012-04-05	4459717	2013-12-31		Registered	2023-12-31	Novartis Consumer Health S.A.

SCHEDULE 2

Product

Brand Name	GSK Product Code (UPC Code)	Product	Unit Size	Pack Size (Case Units)	Territories
NODOZ	3-0067-2070-61-6	NODOZ 60 ct Caplets	1 pc (60 ct)	24 bottles	USA

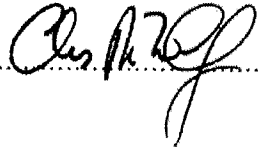
This assignment has been signed on behalf of the parties by their duly authorised representatives on the date which appears first on page 1.

SIGNATORIES

SIGNED by
for **NOVARTIS CONSUMER**
HEALTH S.A.

) *Jeanne Green*.....
)
) *Ben BA*.....
)

SIGNED by)
for LIL' DRUG STORE PRODUCTS,)
INC.

.....

[NoDoz - IP Assignment Agreement -
Signature Page]