PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4206542

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
PAUL JAMES TOMLINSON	11/23/2016
MARK JOHNSON	11/23/2016
MICHAEL DAVID BELL	11/23/2016

RECEIVING PARTY DATA

Name:	THE BOOTS COMPANY PLC
Street Address:	1 THANE ROAD WEST
City:	NOTTINGHAM
State/Country:	UNITED KINGDOM
Postal Code:	NG2 3AA

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15312086

CORRESPONDENCE DATA

Fax Number: (312)474-0448

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.

Phone: 312-474-6300

Email: docket@marshallip.com RANDALL G. RUETH **Correspondent Name:**

Address Line 1: 233 SOUTH WACKER DRIVE

Address Line 2: **SUITE 6300**

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	29488/51444
NAME OF SUBMITTER:	RANDALL G. RUETH
SIGNATURE:	/Randall G. Rueth/
DATE SIGNED:	12/30/2016

Total Attachments: 5

source=51444 Assignment#page1.tif source=51444 Assignment#page2.tif source=51444 Assignment#page3.tif

> **PATENT** 504159867

REEL: 040812 FRAME: 0469

source=51444 Assignment#page4.tif source=51444 Assignment#page5.tif

> PATENT REEL: 040812 FRAME: 0470

ASSIGNMENT

Appl. No.: 15/312,086

Filed: November 17, 2016

Title: Skin Care Composition

For good and valuable consideration, the receipt and sufficiency of which are hereby agreed, Paul James Tomlinson, Mark Johnson, and Michael David Bell ("Assignor") agrees to assign and hereby does assign to THE BOOTS COMPANY PLC, 1 Thane Road West, NOTTINGHAM, Nottinghamshire NG2 3AA, UNITED KINGDOM ("Assignee") all rights, title, and interests in and to the inventions that are disclosed in the application listed above (the "Application") including, but without limitation, all rights:

- (i) in and to the Application and all other applications anywhere in the world that have been or may be filed on said inventions and/or naming Assignor as an inventor of said inventions,
 - (ii) in and to all patents issuing on any of the foregoing,
- (iii) in and to all reissues, reexaminations, supplemental examinations, inter partes reviews, oppositions, post-grant reviews, supplementary protection certificates, and/or extensions of any of the foregoing,
- (iv) to bring suit, the right to claim and retain all damages and/or seek other remedies for the past, present, and future infringement and/or misappropriation of any of the foregoing, and
- (v) of priority including, but without limitation, the right to claim priority benefit of or to the Application and all of the foregoing.

Assignor requests the Commissioner for Patents in the United States and similar authorities outside the United States to issue said patents to and in the name of Assignee or its designee. Assignor authorizes the attorneys of record in the application to insert in this assignment the filing date and application number of the Application when officially known. Assignor:

- (a) declares: (1) The application was made or authorized to be made by me, (2) I believe myself, as a named inventor, to be the original inventor or an original joint inventor of a claimed invention in the Application and I understand that any willful false statement made by me in this paragraph is punishable under 18 U.S.C. §1001 by fine or imprisonment of not more than five years, or both;
- (b) warrants except in favor of Assignee: (1) Assignor is the owner of all its rights, title and interests herein assigned and has the right to make this unconditional and irrevocable assignment to Assignee without obtaining

1

any approval or permission of a third party; and (2) there are no outstanding encumbrances, liens, prior assignments, licenses, or other obligations or restrictions on the rights, title and interests herein assigned; and

(c) agrees to execute, upon the request of Assignee or its designee at no expense to Assignor, all applications or documents related to the inventions including, but without limitation, any oath, declaration, or affidavit relating thereto that Assignee may deem necessary or expedient, and to fully cooperate with Assignee and/or its designee to perform all affirmative acts requested to prepare, file, prosecute, maintain, defend, enforce, and vest in Assignee the rights, title, and interests assigned herein whereby said rights, title and interests will be held and enjoyed by Assignee or its designee to the full end of the term for which the intellectual property rights herein may be available as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

On behalf of Assignee,		CHARD	HORPSON
	Name		
	COMPANY	GECRETA	RH.
	Title		
hereby confirms Assignee's ac	cceptance.		
	M		2-12-2016
	Signature	Date	

WITNESS our hands this		November,	2016.
Witnesses:	220	Nothireham.	UK
Name: Paul James Tomlins	son	(1)	

3

WITNESS our hands this	23 ^{ra}	day of	November	
Witnesses:				
1) A. Lohwan			Nottingham	. uK
Name: Mark Johnson			J	,

4

WITNESS our hands this	23 rd	day of	November	
Witnesses: 1) Michael David Bell Name: Michael David Bell			Nottrigh	ley, Uh

5

P/838 US