

01-03-2003

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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102327272

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Nutri/System, Inc.

202 Welsh Road

Horsham, PA 19044



Individual(s)



Association



General Partnership



Limited Partnership



Corporation-State (DE)



Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: 8/31/2002

2. Name and address of receiving party(ies)

Name: Nutri/SYstem IPHC, Inc.

Internal

Address: 300 Delaware Ave., Ste 1704

Street Address: _____

City: Wilmington State: DE Zip: 19801



Individual(s) citizenship _____



Association _____



General Partnership _____



Limited Partnership _____



Corporation-State Delaware



Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

78/129290

B. Trademark Registration No.(s)

1,251,922

1,297,847

1,429,657

1,625,052

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Denise Bergner

Internal Address: c/o Nutri/System, Inc.

Street Address: 202 Welsh Road

City: horsham State: PA Zip: 19044

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$340.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James D. Brown

Name of Person Signing

Signature

1/2/03

Date

Total number of pages including cover sheet, attachments, and document: 7

May documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/03/2003 6TOM11 00000086 78129290

01 FC:0521
02 FC:052240.00 OP
300.00 OPTRADEMARK
REEL: 002641 FRAME: 0908

CONTINUATION OF ITEM #4
ADDITIONAL TRADEMARK REGISTRATION NUMBERS
FROM NUTRI/SYSTEM, INC. TO NUTRI/SYSTEM, IPHC, INC.

1,649,795

1,731,373

1,767,562

1,776,989

1,902,362

1,956,649

2,492,545

2,492,546

INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment ("Assignment") is made by and between Nutri/System, Inc. a Delaware corporation, having a principal place of business located at 202 Welsh Road, Horsham, Pennsylvania 19044 ("Assignor") hereby assigns, transfers and conveys to Nutri/System IPHC, Inc., a Delaware corporation, with its principal place of business located at PNC Bank, 300 Delaware Avenue, Suite 1704, Wilmington, Delaware 19801 ("Assignee").

WHEREAS, Assignor owns certain intellectual property, including the trademarks and service marks as listed on Exhibit A attached hereto (hereinafter collectively referred to as the "Trademarks"); and

WHEREAS, Assignee desires to acquire, and Assignor desires to transfer to Assignee, the entire right, title and interest in the Trademarks.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which parties acknowledged:


1. Assignor assigns, transfers and coveys to Assignee all of its right, title and interest in and to the Trademarks including (i) any and all of Assignor's rights in the Trademarks, any renewal rights thereto and any registrations therefore, and (ii) any goodwill related to the Trademarks, to Assignee for Assignee's use and enjoyment, and for the use and enjoyment of its successors, heirs, assigns and legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made, and any and all causes of action arising under the rights assigned under this Assignment that may have arisen prior to the date this Assignment was executed.
2. Assignor hereby authorizes and requests any and all officials throughout the world whose duty it is to register and record ownership in the Trademarks, including the United States Patent and Trademark Office and the European Trade Community, to record Assignee as the Assignee and owner of any and all of Assignor's rights in the Trademarks.
3. Assignor aggress to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to perfect Assignee's ownership of any intellectual property rights in the Trademarks for reasonable cost.
4. The maximum liability under this Assignment for Assignor shall be One Dollar (\$1.00).

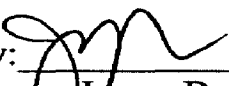
5. This Assignment contains the complete and exclusive understanding between the parties relating to its subject.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal this 31st day of August, 2002.

Attest:

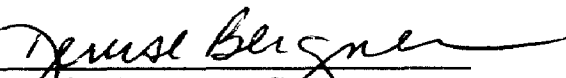
Nutri/System, Inc., Assignor

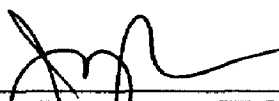
By: 
Denise Bergner, Asst. Secretary

By: 
James D. Brown, CFO

Attest:

Nutri/System IPHC, Inc., Assignee

By: 
Denise Bergner, Secretary

By: 
James D. Brown, CFO

**EXHIBIT A
INTELLECTUAL PROPERTY**

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>SEC 8 FILING DEC OF USE</u>	<u>SEC 9 FILING RENEW</u>	<u>SEC 15 FILING INCONTEST</u>
NUTRI/SYSTEM	1,251,922	9/20/83	3-90 & 9-03	9/20/03	3-90
NUTRI/SYSTEM	1,297,847	9/25/84	9-90 & 9-04	9/25/04	7-92
NUTRI/SYSTEM	1,429,657	2/17/87	2-93 & 2-07	2/17/07	2-93
NUTRI/SYSTEM	1,625,052	11/27/90	9-96 & 10-00 11-27-10	10/13/00 11/27/10	9-96
1-800-321-THIN	1,649,795	7/2/91	7-96 & 4-01 7-2-11	4/26/01 7/2/11	7-96
NUTRI/SYSTEM	1,731,373	11/10/92	11-98 & 3-02 11-10-12	3/1/02 11/10/12	11/98
NUTRI/SYSTEM	1,767,562	4/27/93	4-99 & 4-03	4/27/03	4-99
NUTRI/SYSTEM	1,776,989	6/15/93	5-99 & 6-03	6/15/03	5-99
NUTRIHANCE	1,902,362	7/4/95	10-00 & 7-05	7/4/05	10-00
NUTRI/SYSTEM	1,956,649	2/13/96	4-01 & 2-06	2/13/06	4-01

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>SEC 8 FILING DEC OF USE</u>	<u>SEC 9 FILING RENEW</u>	<u>SEC 15 FILING INCONTEST</u>
nutrisystem.com	2,492,545	09/25/01	9-06 & 9-11	9/25/11	9-06
nutrisystem.com	2,492,546	09/25/01	9-06 & 9-11	9/25/11	9-06
NUTRI/SYSTEM (new logo)	78/129290	5/16/02	SERIAL NUMBER ONLY, NOT YET REGISTERED		

Dates in bold print denote future filing requirements to maintain current registration with the USPTO.

Listed below are the **Foreign Active** Trademark Registrations that will continue to be used by Nutri/System, Inc.:

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>FIRST RENEWAL</u>	<u>SUBSEQUENT RENEWALS</u>
I. Canada	(renewals to be filed every 15 years)			
NUTRI/SYSTEM	TMA#308665	11/29/85	11/8/00	11/29/15
NUTRI/SYSTEM (& Design)	CR 372916	9/7/90	09/07/05	
NUTRI/SYSTEM	CR 407775	2/5/93	02/05/08	
II. Denmark	(renewals to be filed every 10 years)			
NUTRI/SYSTEM	#2009/1985	7/12/85	7/12/95	7/12/05
III. France	(renewals to be filed every 10 years)			
NUTRI/SYSTEM	#1526061	4/25/89	4/25/99	04/24/09
NUTRI/SYSTEM	#1526063	4/25/89	4/25/99	04/24/09

Foreign Active Trademark Registrations that will continue to be used by Nutri/System, Inc.: (con't)

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>FIRST RENEWAL</u>	<u>SUBSEQUENT RENEWALS</u>
IV. Great Britain (renewals to be filed every 10 years)				
NUTRI/SYSTEM	#1358145	9/20/88	9/20/95	09/20/05
NUTRI/SYSTEM	#1358146	9/20/88	9/20/95	09/20/05
NUTRI/SYSTEM	#1374143	2/15/89	2/15/96	02/15/06
NUTRI/SYSTEM	#1374144	2/15/89	2/15/96	02/15/06
NUTRI/SYSTEM	#1413737	2/7/90	2/7/97	02/07/07
V. Ireland (renewals to be filed every 10 years starting w/ 2014 renewal)				
NUTRI/SYSTEM	#B111721	2/17/83	2/16/90	02/16/04
NUTRI/SYSTEM	#B111722	2/17/83	2/16/90	02/16/04
VI. Norway (renewals to be filed every 10 years)				
NUTRI/SYSTEM	#119487	12/20/84	12/20/94	12/20/04
VII. Sweden (renewals to be filed every 10 years)				
NUTRI/SYSTEM	#192671	8/31/84	9/94	08/31/04
VIII. European Trade Community (renewals to be filed every 10 years) (includes the countries of Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden and United Kingdom).				
NUTRI/SYSTEM	#1898410	10/13/00	10/13/10	

Dates in bold print denote future filing requirements to maintain current registration.

Note to file:

In all countries, except in the United States and Canada (where the records show Nutri/System, Inc.), the record owner of the trademark(s) is Nutri/System L.P. If, when the mark comes up for renewal in the foreign countries, it is decided to proceed with the renewal, it will be necessary to also file evidence of change in ownership from Nutri/System L.P. to nutrisystem.com inc., and the subsequent merger of nutrisystem.com inc, with and into Nutri/System, Inc., a Delaware corporation.