

**TRADEMARK ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gregory T. Horn		05/28/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vitamin Shoppe Industries Inc.		
Street Address:	2101 91st Street		
City:	North Bergen		
State/Country:	NEW JERSEY		
Postal Code:	07047		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77062669	GREEN LIFE	
Registration Number:	3407529	ECO SHOPPE	
CORRESPONDENCE DATA			
Fax Number:	(212)261-9864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-541-2064		
Email:	nyuspto@bryancave.com		
Correspondent Name:	Todd Braverman, Esq.		
Address Line 1:	1290 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10104		
ATTORNEY DOCKET NUMBER:	0166566		
NAME OF SUBMITTER:	Todd Braverman		
Signature:	/tjbraverman/		
Date:	05/29/2008		

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Total Attachments: 4

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT is made this 28th day of May, 2008 (this "Assignment") by and between Gregory T. Horn, an individual with an address at 2971 N.E. 27th Ave., Lighthouse Point, FL 30064 ("Assignor") and Vitamin Shoppe Industries Inc., a New York corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations set forth on Schedule A (the "Trademarks"); and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement by and between Assignee and Assignor, Living Green Holdings, LLC, a Florida limited liability company, and Roberta Modena, an individual, dated as of even date herewith (as may be amended from time to time, the "Purchase Agreement"), Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire, accept and take delivery from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of its right, title and interest in, to and under:

- (a) all of the Trademarks, including, without limitation, all applications, registrations and any renewals and extensions thereof and all common law and statutory right, title and interest therein, together with all goodwill associated with the business related to the trademarks, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect;
- (b) all rights to collect income, royalties, damages, proceeds or payments due or payable as of the Effective Date or thereafter, in each case inuring to the benefit of Assignor, in connection with any of the foregoing; and
- (c) all rights to sue or assert any claims (past, present or future) of Assignor in connection with any of the foregoing.

Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Trademarks.

This Agreement shall be governed by and construed in accordance with, and the legal relations between the parties hereto shall be determined in accordance with, the laws of New York, without regard for the conflicts of laws principles of any jurisdiction.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

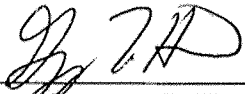
The terms of this Agreement shall be subject, in all respects, to the terms and conditions of the Purchase Agreement. In the event that any term or condition of this Agreement conflicts with any term or condition of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail in all respects.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.


*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed in its name by its duly authorized officer as of the date first above written.

**GREGORY T. HORN**

By:   
Name: Gregory T. Horn

~~VITAMIN SHOPPE INDUSTRIES INC.~~

By:   
Name: **THOMAS TOLWORTH**  
Title: **CHIEF EXECUTIVE OFFICER**

**Schedule A**

**Trademarks**

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
ECO SHOPPE	U.S. Federal	Registered, Supplemental Register	3407529	04/01/2008	Gregory T. Horn
GREEN LIFE	U.S. Federal	Pending, ITU	77062669	12/12/2006	Gregory T. Horn

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