

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Matula		09/12/2007	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Atkins Nutritionals, Inc.		
Street Address:	105 Maxess Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3276454	COFFEE BREAK	
CORRESPONDENCE DATA			
Fax Number:	(516)663-6705		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	516-663-6600		
Email:	jdemaro@rmfpc.com		
Correspondent Name:	John A. DeMaro		
Address Line 1:	1425 RexCorp Plaza		
Address Line 2:	15th Floor - East Tower		
Address Line 4:	Uniondale, NEW YORK 11556		
NAME OF SUBMITTER:	John A. DeMaro		
Signature:	/John A. DeMaro/		
Date:	06/06/2008		
Total Attachments: 1			

OP \$40.00 3276454

900108394

TRADEMARK  
REEL: 003791 FRAME: 0608



# TRADEMARK ASSIGNMENT

This trademark assignment agreement (the "Assignment") is made as of September 12, 2007 by and between John Matula (the "Assignor") and Atkins Nutritionals, Inc. with an address of 105 Maxess Road, Melville, New York 11747 (the "Assignee").

## WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark "COFFEE BREAK" (the "Trademark"), and owns the registration for the Trademark on the Principal Register of the U.S. Patent and Trademark Office ("USPTO") (Registration No. 3276454), in connection with candy, candy bars, chocolate and chocolate bars, as well as an Illinois trademark registration for the Trademark (Reg. No. 92,106); and further is the sole and exclusive owner of all goodwill associated therewith (collectively, the "Trademark Rights"); and

WHEREAS, Assignor desires to transfer, sell and assign all right, title and interest in the Trademark Rights to Assignee, and Assignee desires to acquire all rights title and interest in and to the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed upon between the parties as follows:

Assignor hereby irrevocably and unconditionally sells, assigns and transfers to Assignee, his successors and assigns, all rights, title, ownership, and interest throughout the world in and to the Trademark Rights, including without limitation (i) all goodwill in, incorporated or embodied in or associated with the Trademark, (ii) all causes of action, past, present and future for infringement or unfair competition with respect to the Trademark that Assignor may have against third parties, (iii) all appurtenant inventory, advertising and promotional materials, labels and signage, wherever located, and (iv) all applications and registrations filed with any government agency or jurisdiction throughout the world including but not limited to the registration with the USPTO (Reg. No. 3276454) and the Illinois trademark registration (Reg. No. 92,106).

Assignor is hereby selling, assigning and transferring the Trademark and Trademark Rights free and clear of all liens, pledges, security interests or other encumbrances or restrictions on transfer of any kind whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Assignor: John Matula

Signature: John F Matula

Print: John F Matula

Date: 9-12-07

Assignee: Atkins Nutritionals, Inc.

Signature: Joseph J. Conklin

Print: Joseph J. Conklin

Date: 9 24 07

On this 12<sup>th</sup> day of September, 2007, John Matula (the "Assignor"), personally appeared before me and is known to me to be the person described in and who executed the foregoing Trademark Assignment dated September 12, 2007, and acknowledged that he executed the same as his free act and deed.

Notary Public: Kimberly B. Mandel  
Kimberly B. Mandel  
Notary Public, State of New York  
No. 01ma6106921  
Qualified in Nassau County  
Commission Expires March 15, 2008

On this \_\_\_\_ day of September, 2007, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as an officer of Atkins Nutritionals, Inc. (the "Assignee"), and that by his signature on the foregoing Trademark Assignment dated September 12, 2007, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public: \_\_\_\_\_

#396476\1