

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
VVP America, Inc.		12/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	VVP Finance Corporation		
Street Address:	231-A Lakeview Avenue		
City:	Placentia		
State/Country:	CALIFORNIA		
Postal Code:	92810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2672526	CLEARLY THE TOP CHOICE	
CORRESPONDENCE DATA			
Fax Number:	(412)394-2555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4122214566		
Email:	jtarasi@thorpreed.com		
Correspondent Name:	Jenifer Tarasi, Thorp Reed & Armstrong		
Address Line 1:	301 Grant Street, 14th Floor		
Address Line 2:	One Oxford Centre		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219-1425		
ATTORNEY DOCKET NUMBER:	RE001513-000		
NAME OF SUBMITTER:	Jenifer S. Tarasi		
Signature:	/jst/		
Date:	01/27/2009		

CH \$40.00 2672526

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of September 1, 2002 (the "*Effective Date*") is made by and between VVP America, Inc. ("*Assignor*"), a corporation organized and existing under the laws of the State of Delaware, having a place of business at 965 Ridgelake Boulevard, Memphis, Tennessee 38120, and VVP Finance Corporation ("*Assignee*"), a corporation organized and existing under the laws of the State of Delaware, having a place of business at 231-A Lakeview Avenue, Placentia, California 92810.

WHEREAS, Assignor is the owner of the United States trademark registration identified on Schedule A ("*Trademark*"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of its right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademark together and with the goodwill of the business associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, any such payments resulting from past, present or future infringement or other unauthorized use of the Trademark, together with the right to sue for and collect the same.

Assignor request that the Commissioner of Patent and Trademarks record Assignee as the assignee and owner of the Trademark.

Except to the extent that federal law preempt state law with respect to matters covered hereby, the Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of law thereof.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

ASSIGNEE:

VVP America, Inc.

VVP Finance Corporation

By: [Signature]
Name: Arturo Carrillo
Title: Vice President & CFO

By: [Signature]
Name: Arturo Carrillo
Title: VP & CFO

STATE OF Tennessee)
) SS:
COUNTY OF SHELBY)

On this 30th day of December, 2008, before me, a Notary Public, the above-signed officer, personally appeared ARTURO CARRILLO, who being duly sworn, did acknowledge himself to be the V.P. & CFO of VVP America, Inc., and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn S. Rowland
Notary Public



My commission expires: 2-1-2012

STATE OF Tennessee)
) SS:
COUNTY OF SHELBY)

On this 30th day of December, 2008, before me, a Notary Public, the undersigned officer, personally appeared ARTURO CARRILLO who being duly sworn, did acknowledge himself to be the V.P. & CFO of VVP Finance Corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn S. Rowland
Notary Public



My commission expires: 2-1-2012

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Schedule A

Trademark

U.S. Trademark/ Service Mark Registrations

MARK	REG. NO.	REG. DATE
CLEARLY THE TOP CHOICE	2672526	January 7, 2003

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RECORDED: 01/27/2009

TRADEMARK *AP*
REEL: 003925 FRAME: 0080