

**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
Be Unlimited, Ltd.		12/19/2008	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	General Nutrition Corporation		
Street Address:	300 Sixth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2996528	BE	
Registration Number:	3047813	BE POWERED	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-775-11666		
Email:	jpeyton@mcguirewoods.com		
Correspondent Name:	Janet P. Peyton		
Address Line 1:	901 E. Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2036753-0191		
NAME OF SUBMITTER:	Janet P. Peyton		
Signature:	/Janet P. Peyton/		
Date:	02/02/2009		

OP \$65.00 2996528

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT**

This TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made effective as of December 22, 2008 by and among Be Unlimited, Ltd., a Nebraska corporation ("Assignor"), and General Nutrition Corporation, a Pennsylvania corporation ("Assignee"). Capitalized terms used but not defined herein have the meanings given to them in the Purchase Agreement (defined below).

WHEREAS, this Assignment is being executed and delivered in connection with that certain Asset Purchase and Sale Agreement between Assignor, 338 Partners, LLC and Assignee, dated of even date herewith (the "Purchase Agreement"); and

WHEREAS, Assignor has agreed to sell, transfer, assign, convey, set over and deliver to Assignee, free and clear of all Encumbrances, all of Assignor's right, title and interest in and to the Marks, which are more fully described and identified in Exhibit A, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby irrevocably sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, free and clear of all Encumbrances, all of Assignor's right, title, and interest of Assignor in and to the Marks, including, without limitation, Assignor's right to sue for and collect damages and other recoveries for past, present and future infringement thereof and the right to prosecute and maintain trademark applications and the registrations for the Marks.
2. The terms of this Assignment shall be binding upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.
3. Assignor, at no additional cost or consideration, shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request by Assignee, all such further documents and instruments, and shall do and perform all such acts, as may be reasonably necessary to give full effect to the intent of this Assignment.
4. This Assignment shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts to be performed therein, without regard to its rules on conflicts of laws.
5. In the event of any conflict or other inconsistency between this Assignment and any other document, the Assignment shall be the controlling document.

**EXECUTION VERSION**

6. Assignee shall be responsible for any and all costs and expenses associated with recording this Assignment with the applicable trademark office(s), if any.

**(Signatures appear on the following page.)**

EXECUTION VERSION

IN WITNESS WHEREOF, Assignor and Assignee have caused this TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT to be executed by their proper officers thereunto duly authorized as of the day and year first above written.

GENERAL NUTRITION CORPORATION

By: [Signature]  
Name: ROBERT J. RADOM  
Title: President & CEO

BE UNLIMITED, LTD

By: [Signature]  
Name: Robin Gohsman  
Title: President

State of Wisconsin  
County of Waukesha

On this 19 day of December, 2008, before me, a Notary Public for the state and county aforesaid, personally appeared Robin Gohsman, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the representative of Be Unlimited, Ltd., duly authorized to execute, and has executed, the foregoing instrument on behalf of said entity for the purposes therein set forth, and that the same is his act and deed.

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



[Signature]  
Notary Public 8.22.2010

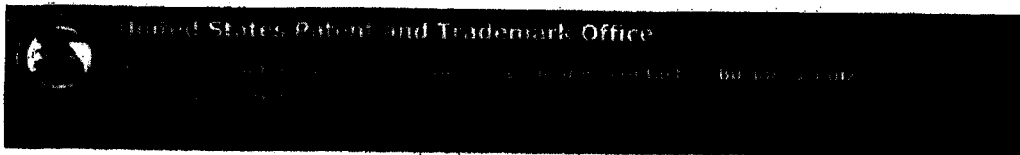
SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

**EXECUTION VERSION**

**EXHIBIT A**

**MARKS**

(attached)



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<b>Word Mark</b>	BE
<b>Goods and Services</b>	IC 005. US 006 018 044 046 051 052. G & S: nutritional supplements. FIRST USE: 20031015. FIRST USE IN COMMERCE: 20031015
<b>Mark Drawing Code</b>	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
<b>Design Search Code</b>	26.01.21 - Circles that are totally or partially shaded.
<b>Serial Number</b>	76570613
<b>Filing Date</b>	January 16, 2004
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	June 28, 2005
<b>Registration Number</b>	2996528
<b>Registration Date</b>	September 20, 2005
<b>Owner</b>	(REGISTRANT) BE UNLIMITED LTD. CORPORATION NEBRASKA SUITE 202 338 N. MILWAUKEE ST. MILWAUKEE WISCONSIN 53202
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED



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**be Powered**

Word Mark BE POWERED

Goods and Services IC 005. US 006 018 044 046 051 052. G & S: nutritional supplements. FIRST USE: 20031015. FIRST USE IN COMMERCE: 20031015

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 76600448

Filing Date July 2, 2004

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition November 1, 2005

Registration Number 3047813

Registration Date January 24, 2006

Owner (REGISTRANT) Be Unlimited Ltd. CORPORATION NEBRASKA 338 North Milwaukee Street, Suite 202 Milwaukee WISCONSIN 53202

Attorney of Record Jeffrey A. Silver

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator LIVE





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# be Vitalized

<b>Word Mark</b>	BE VITALIZED
<b>Goods and Services</b>	IC 005. US 006 018 044 048 051 052. G & S: nutritional supplements. FIRST USE: 20031015. FIRST USE IN COMMERCE: 20031015
<b>Standard Characters Claimed</b>	
<b>Mark Drawing Code</b>	(4) STANDARD CHARACTER MARK
<b>Serial Number</b>	76600449
<b>Filing Date</b>	July 2, 2004
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	May 15, 2007
<b>Registration Number</b>	3270700
<b>Registration Date</b>	July 31, 2007
<b>Owner</b>	(REGISTRANT) Be Unlimited Ltd. CORPORATION NEBRASKA 338 North Milwaukee Street, Suite 202 Milwaukee WISCONSIN 53202
<b>Attorney of Record</b>	JEFFREY A. SILVER
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

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