

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: 1			
Property Type	Number	Word Mark	
Registration Number:	3270700	BE VITALIZED	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-775-1166		
Email:	jpeyton@mcguirewoods.com		
Correspondent Name:	Janet P. Peyton		
Address Line 1:	901 E. Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Janet P. Peyton		
Signature:	/Janet P. Peyton/		
Date:	02/03/2009		

OP \$40.00 3270700

Total Attachments: 7
 source=Assignment Agreement#page1.tif

source=Assignment Agreement#page2.tif
source=Assignment Agreement#page3.tif
source=Assignment Agreement#page4.tif
source=Assignment Agreement#page5.tif
source=Assignment Agreement#page6.tif
source=Assignment Agreement#page7.tif

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

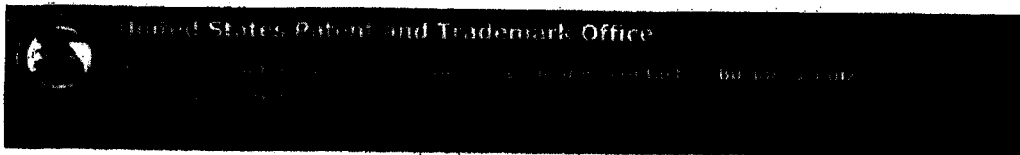
SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

EXECUTION VERSION

EXHIBIT A

MARKS

(attached)



Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Sat Dec 6 04:09:46 EST 2008

TESS Home NEW USER STRUCTURED FREE FORM BROWSE SEARCH OIG BROWSE HELP

Logout

Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

DATE Filed US Status IIP US Status (Use the "Back" button of the Internet Browser to return to TESS)



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



Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Sat Dec 6 04:09:46 EST 2008

TESS Home NEW USER STRUCTURED FILE Format Browser SEARCH OIG BOTTOM HELP

Logout

Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

LARI Status ASSIGN Status FDR TTAB Status (Use the "Back" button of the Internet Browser to return to TESS)

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



Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Sat Dec 6 04:09:46 EST 2008

TESS Home NEW USER STRUCTURED FREE FORM SEARCH LOG TOP HELP

Logout Please logout when you are done to release system resources allocated for you.

Record 1 out of 1

MARK Status ASSIGN Status UDR TTAB Status (Use the "Back" button of the Internet Browser to return to TESS)

be Vitalized

Word Mark BE VITALIZED

Goods and Services IC 005. US 006 018 044 048 051 052. G & S: nutritional supplements. FIRST USE: 20031015. FIRST USE IN COMMERCE: 20031015

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Serial Number 76600449

Filing Date July 2, 2004

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition May 15, 2007

Registration Number 3270700

Registration Date July 31, 2007

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

TESS Home NEW USER STRUCTURED FREE FORM SEARCH LOG TOP HELP

| HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY