

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
Peace Mountain Natural Beverages Corporation		05/22/2009	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Skinny Nutritional Corporation
Street Address:	3 Bala Plaza East
Internal Address:	Suite 117
City:	Bala Cynwyd
State/Country:	PENNSYLVANIA
Postal Code:	19004
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2743268	SKINNY SHAKE
Registration Number:	2557075	SKINNY WATER
Registration Number:	2657057	SKINNY TEA
Registration Number:	2657083	SKINNY JUICE
Registration Number:	2576866	DIET WATER
Registration Number:	2650352	SKINNY COLA
Registration Number:	3316575	SKINNY CAPS
Serial Number:	77294601	SKINNY SHOT
Serial Number:	78614310	SLENDER WATER
Serial Number:	78734027	SKINNY JAVA
Serial Number:	77145760	SKINNY SMOOTHIE
Serial Number:	77125090	SKINNY SODA

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Serial Number:	77185768	SKINNY SNACKS
Serial Number:	77326673	SKINNY CEREAL

CORRESPONDENCE DATA

Fax Number: (610)640-1965
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (610) 640-5800
Email: ipdocketing@stradley.com
Correspondent Name: Kevin R. Casey
Address Line 1: 30 Valley Stream Parkway
Address Line 4: Malvern, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER:	184152-0001
NAME OF SUBMITTER:	Kevin R. Casey
Signature:	/kevin r. casey/
Date:	07/08/2009

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 22nd day of May, 2009 by Peace Mountain Natural Beverage Corporation ("Assignor") to Skinny Nutritional Corporation ("Assignee").

WHEREAS, Assignor has agreed in an Intellectual Property Assets Purchase Agreement, dated May 22, 2009 (the "Agreement"), by and among Assignor, John David Alden, and Assignee, to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademarks and all foreign rights throughout the world corresponding to the Transferred Trademarks;

WHEREAS, Assignor is the sole owner of the Transferred Trademarks identified and set forth on Schedule A and all foreign rights throughout the world corresponding to the Transferred Trademarks;

WHEREAS, Assignee has agreed in the Agreement to purchase from Assignor all of its right, title, and interest in, to and under said Transferred Trademarks; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein and in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of such Assignor's respective right, title, and interest in, to, and under the Transferred Trademarks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, 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 such Assignor if this assignment and sale had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Transferred Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue

with respect to any applications for a trademark or service mark included in the Transferred Trademarks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Transferred Trademarks hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

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The Signature Page immediately follows.

Signature Page

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

ASSIGNOR

PEACE MOUNTAIN NATURAL
BEVERAGE CORPORATION

By: John David Alden

Name: John David Alden

Title: President

ASSIGNEE

SKINNY NUTRITIONAL
CORPORATION

By: Ronald D. Wilson

Name: RONALD D. WILSON

Title: PIES CEO

SCHEDULE A**TRANSFERRED TRADEMARKS**

Mark	Goods/First Use Date	U.S. Serial No./ Filing Date	U.S. Reg. No./ Issue Date	U.S. Status
SKINNY SHAKE	Dietary meal replacement/ 3/19/03	76/192,470 01/10/01	2,743,268 07/29/03	Granted
SKINNY WATER	Nutriceuticals; Isotonic drinks/ 01/02/01	76/008,776 03/24/00	2,557,075 04/02/02	Granted
SKINNY TEA	Tea/ 08/01/02	76/187,804 12/28/00	2,657,057 12/03/02	Granted
SKINNY JUICE	Nutriceuticals; Isotonic drinks/ 08/02/02	76/208,424 02/12/01	2,657,083 12/03/02	Granted
DIET WATER	Bottled drinking water/ 01/10/01	76/192,471 01/10/01	2,576,866 06/04/02	Granted (Supp.)
SKINNY COLA	Colas/ 07/27/02	76/173,878 12/01/00	2,650,352 11/12/02	Granted
SKINNY SHOT	Ready to drink soft drinks/ Intent to Use	77/294,601 10/02/07		Pending
SLENDER WATER	Nutriceuticals; Isotonic drinks/ Intent to Use	78/614,310 04/21/05		Allowed
SKINNY JAVA	Dietary food supplement; Drinks/Intent to Use	78/734,027 10/15/2005		Allowed
SKINNY SMOOTHIE	Nutriceuticals; beverages; Shakes; Smoothie drinks/ Intent to Use	77/145,760 04/01/2007		Allowed
SKINNY SODA	Nutriceuticals; Soda pops/ Intent to Use	77/125,090 03/07/2007		Allowed
SKINNY SNACKS	Nutriceuticals in ready-to- drink or concentrate form for use as a dietary supplement	77/185,768 05/21/07		Pending
SKINNY CEREAL	Breakfast Cereal, snack food	77/185,768 11/11/07		Pending
SKINNY CAPS	Dietary and nutritional supplements	77/100,213 02/06/07	3,316,575 10/23/07	Granted

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