

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
Health-Tech Inc.		05/06/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	TPR Holdings LLC		
Street Address:	950 Third Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1524110	SWEET BREATH	
Registration Number:	3257193		
CORRESPONDENCE DATA			
Fax Number:	(312)803-2209		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-407-4000		
Email:	nytrademark@loeb.com		
Correspondent Name:	Tamara F. Carmichael - LOEB & LOEB LLP		
Address Line 1:	345 Park Avenue		
Address Line 4:	New York, NEW YORK 10154		
ATTORNEY DOCKET NUMBER:	TPR HOLDINGS-SWEET BREATH		
NAME OF SUBMITTER:	Tamara F. Carmichael		
Signature:	/Tamara F. Carmichael/		

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**TRADEMARK
 REEL: 004222 FRAME: 0699**

Date:

06/10/2010

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Health-Tech Inc., a New Jersey corporation (“Assignor”), is the owner of the registered marks and the common law trademarks described in the attached Schedule 1 (the “Marks”);

WHEREAS, TPR Holdings LLC, a Delaware limited liability company (“Assignee”), desires to acquire the Marks and the corresponding registrations and applications;

WHEREAS, Assignor has by the unanimous vote of its members authorized the transfer of the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by the Marks, and all corresponding registrations and applications, as well as all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks and other corresponding rights in the Assignee.

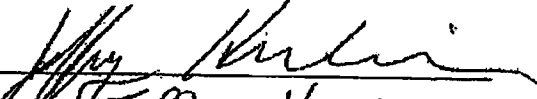
Assignor hereby appoints Assignee, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in place and stead of Assignor and in the name of Assignor or in its own name, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate actions and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement. Furthermore, Assignor agrees that, upon request it will, at Assignee’s expense but for no additional consideration, cooperate fully with Assignee in the protection and enforcement of the Marks, including but not limited to, cooperating fully with Assignee in connection with any claims or suits brought by or against Assignee relating to the Marks.

Assignor hereby consents to the recordation of this Assignment throughout the world where deemed appropriate by Assignee.


Assignee hereby accepts the assignment of the Marks, applications, and registrations listed in the attached Schedule and all other rights described in this Assignment.

IN WITNESS WHEREOF, this Assignment is effective this 6th day of May, 2010.

HEALTH-TECH, INC., a New Jersey corporation

By: 
Name: Jeffrey Hirschman
Title: President

TPR HOLDINGS LLC, a Delaware limited liability company

By: 
Name: Brian Ross
Title: Managing Member

SCHEDULE 1

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
SWEET BREATH & DROPLET DESIGN	Canada	TMA260234
BOTTLE DESIGN	United States	3,257,193
SWEET BREATH	Aruba	22861
SWEET BREATH	Bolivia	98443-C
SWEET BREATH	Canada	TMA418074
SWEET BREATH	China	1168163
SWEET BREATH	Colombia	233829
SWEET BREATH	Costa Rica	103917
SWEET BREATH	Egypt	165195
SWEET BREATH	Ireland	175174
SWEET BREATH	Israel	109770
SWEET BREATH	Jordan	75452
SWEET BREATH	Kuwait	51433
SWEET BREATH	Mexico	427190
SWEET BREATH	Mexico	427191
SWEET BREATH	Peru	097320
SWEET BREATH	Philippines	4-1993-87476
SWEET BREATH	Poland	93351
SWEET BREATH	Russian Federation	132171
SWEET BREATH	Saudi Arabia	769/14
SWEET BREATH	South Africa	2004/02937
SWEET BREATH	Spain	2128406
SWEET BREATH	Taiwan	01128595
SWEET BREATH	United Arab Emirates	51241
SWEET BREATH	United States	1524110

COMMON LAW TRADEMARKS

MICRO MIST
SWEET BREATH ADVANCED
ADVANCED
SMOOTH MINT