

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------|----------|----------------|-----------------------|
| Lifetopia Corp. | | 05/25/2010 | CORPORATION: NEW YORK |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------|
| Name: | Lifetopia Corp. |
| Street Address: | 30 Winthrop Road |
| City: | Short Hills |
| State/Country: | NEW JERSEY |
| Postal Code: | 07078 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------|----------|-----------|
| Serial Number: | 77322768 | LIFETOPIA |

CORRESPONDENCE DATA

Fax Number: (414)277-0656
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414-271-6560
 Email: jlcarrubba@michaelbest.com
 Correspondent Name: Ariana G. Voigt
 Address Line 1: 100 East Wisconsin Avenue, Ste 3300
 Address Line 4: Milwaukee, WISCONSIN 53202

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Ariana G. Voigt |
| Signature: | /Ariana G. Voigt/ |
| Date: | 07/06/2010 |

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of May 25, 2010, by and between Lifetopia Corp., a New York corporation, with an address of 598 Broadway, 9th Floor, New York, New York 10012 ("Assignor") and Lifetopia Corp., a Delaware corporation, with an address of 30 Winthrop Road, Short Hills, New Jersey 07078 ("Assignee").

RECITALS

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the trademark listed on Schedule A attached hereto, and all registrations and applications therefore anywhere in the world; and

WHEREAS, Assignee, as the successor of Assignor's business to which the trademark pertains, wishes to accept such assignment.

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

ASSIGNMENT OF THE MARK

1. Assignor does hereby transfer, convey and assign to Assignee all of Assignor's rights, title and interest in and to the trademark specified on Schedule A (the "Mark"), including all common law rights, registrations, pending applications and all renewal rights in such Mark, and the exclusive right to enforce and obtain registrations therefore, throughout the world in the sole name of Assignee, its successors or assigns, and including the goodwill of the business symbolized by such Mark, and including all rights to sue and recover for past infringement or dilution thereof. Assignee hereby accepts and assumes, and agrees fully, faithfully and promptly to pay, perform, observe and discharge, as and when due, all of Assignor's obligations with respect to the Mark.

2. The Assignor agrees to assist the Assignee, in a commercially reasonable manner, to take all actions and execute all documents necessary or desirable to evidence, record and perfect the assignment of the Mark, and shall not enter into any agreement in conflict with this Assignment.

3. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, copyrights, patents or other evidence or form of intellectual property protection or applications therefor, to issue the same to Assignee and the Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first set forth above.

ASSIGNOR:

LIFETOPIA CORP.,
a New York corporation

By: 

Name: Robert Yingling
Title: Chief Executive Officer

ASSIGNEE:

LIFETOPIA CORP.,
a Delaware corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first set forth above.

ASSIGNOR:

LIFETOPIA CORP.,
a New York corporation

By: _____

Name: Robert Yingling
Title: Chief Executive Officer

ASSIGNEE:

LIFETOPIA CORP.,
a Delaware corporation

By: *[Signature]*

Name: Wendy Tao
Title: S

SCHEDULE A

TRADEMARK

LIFETOPIA

APPLICATION

| TRADEMARK | SERIAL NO. | CLASSES | COUNTRY | STATUS |
|------------------|-------------------|----------------|----------------|---------------|
| LIFETOPIA | 77/322768 | 35, 42, 43, 45 | United States | Allowed |

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