

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
Slim and Tone L.L.C.		12/31/2009	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Nutri/System IPHC, Inc.		
Street Address:	1011 Centre Road		
Internal Address:	Suite 322		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19805		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3135065	SLIM AND TONE	
Registration Number:	3054803	CORE 4	
Registration Number:	3454451	WIN	
Registration Number:	2938293	MINDFIT	
CORRESPONDENCE DATA			
Fax Number:	(856)779-8716		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	856-779-8700		
Email:	tsuhaj@beckermeisel.com		
Correspondent Name:	Timothy J. Szuhaj		
Address Line 1:	220 Lake Drive East		
Address Line 2:	Suite 102		
Address Line 4:	Cherry Hill, NEW JERSEY 08002		
NAME OF SUBMITTER:	Timothy J. Szuhaj		

OP \$115.00 3135065

900170604

TRADEMARK
REEL: 004270 FRAME: 0143

Signature:	/Timothy J. Szuhaj/
Date:	08/31/2010
Total Attachments: 3 source=ST Intellectual Property Assignment#page1.tif source=ST Intellectual Property Assignment#page2.tif source=ST Intellectual Property Assignment#page3.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment ("Assignment") is made by and between Slim and Tone, L.L.C., a Pennsylvania limited liability company, having a principal place of business located at 300 Welsh Road, Building One, Suite 100, Horsham, Pennsylvania 19044 ("Assignor") hereby assigns, transfers and conveys to Nutri/System IPHC, Inc., a Delaware corporation, with its principal place of business located at 1011 Centre Road, Suite 322 Wilmington, DE 19805 ("Assignee").

WHEREAS, Assignor owns certain intellectual property, including the trademarks and service marks in the United States and internationally as listed on Exhibit A attached hereto (hereinafter collectively referred to as the "Trademarks"); and

WHEREAS, Assignee desires to acquire, and Assignor desires to transfer to Assignee, the entire right, title and interest in the Trademarks.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which parties acknowledged:

1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Trademarks including (i) any and all of Assignor's rights in the Trademarks, any renewal rights thereto and any registrations therefore, and (ii) any goodwill related to the Trademarks, to Assignee for Assignee's use and enjoyment, and for the use and enjoyment of its successors, heirs, assigns and legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made, and any and all causes of action arising under the rights assigned under this Assignment that may have arisen prior to the date this Assignment was executed.
2. Assignor hereby authorizes and requests officials in the United States and such other countries where the Trademarks are registered, whose duty it is to register and record ownership in the Trademarks, to record Assignee as the Assignee and owner of any and all of Assignor's rights in the Trademarks.
3. Assignor agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required to perfect Assignee's ownership of any intellectual property rights in the Trademarks for reasonable cost.
4. The maximum liability under this Assignment for Assignor shall be One Dollar (\$1.00). Assignee agrees to pay all filing fees and other charges necessary to record this Assignment with the appropriate government agencies.

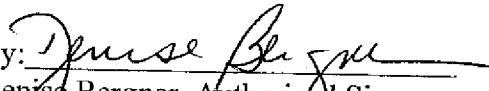
5. This Assignment contains the complete and exclusive understanding between the parties relating to its subject.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal this 31st day of December, 2009.

Witness:

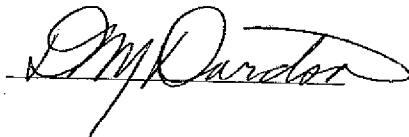
Slim and Tone, L.L.C., Assignor



By: 
Denise Bergner, Authorized Signer

Witness :

Nutri/System IPHC, Inc., Assignee



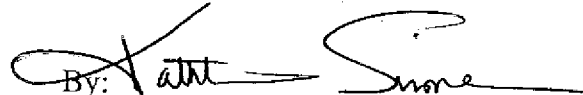
By: 
Kathleen Simone, Authorized Signer

EXHIBIT A

Trademark Registrations

USA- Core 4 - Class 41 Registration #3,054,803

USA- Slim and Tone – Class 41 Registration #3,135, 065

USA – Win – Class 44 Registration #3,454,451

USA – Mindfit – Class 41 Registration #2,938,293

WIPO- Slim and Tone – Class 41 Registration #845,861

WIPO (Sweden) – Slim and Tone – Class 41 Registration #845,861

WIPO (Finland) – Slim and Tone – Class 41 Registration #845,861

Thailand – Slim and Tone – Class 41 Registration #33571

Norway – Slim and Tone – Class 41 Registration #241208

*CTM – Slim and Tone – Class 41 Registration #4,303,467

***The CTM Registration includes Austria, Benelux(Belgium, the Netherlands and Luxembourg), Cyprus, the Czech Republic, Austria, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom.**