

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																																						
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																																						
CONVEYING PARTY DATA																																							
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CORRESPONDENCE DATA																																							

900180271

TRADEMARK  
REEL: 004445 FRAME: 0702

CH \$290.00 3455597

Fax Number: (212)859-4000

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-859-8909

Email: lebowhe@ffhsj.com

Correspondent Name: Henry Lebowitz

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Address Line 2: Fried Frank LLP

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:

32639-2

NAME OF SUBMITTER:

Henry Lebowitz

Signature:

/Henry Lebowitz/

Date:

01/03/2011

Total Attachments: 6

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of December 6, 2010 (this “**Agreement**”), is made and entered into by and among BEST LIFE CORPORATION, a Delaware corporation (“**BLC**”), BOB GREENE, an individual residing in the State of Florida (“**Bob Greene**”, and together with BLC, the “**Assignors**”), and GFA BRANDS, INC., a Delaware corporation (the “**Assignee**”). All initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

### RECITALS

WHEREAS, the Assignors and the Assignee have entered into that certain Asset Purchase and Sale Agreement, dated as of December 6, 2010 (the “**Purchase Agreement**”), pursuant to which (a) the Assignors have agreed, jointly and severally, to sell, assign, transfer and convey to the Assignee, and the Assignee has agreed to purchase, acquire and accept from the Assignors, the Acquired Assets, and (b) the Assignee has agreed to assume the Assumed Liabilities;

WHEREAS, the Acquired Assets include the Best Life Trademarks identified on Schedule A attached hereto, and the Internet domain name registrations identified on Schedule B attached hereto (the “**Domain Names**”); and

WHEREAS, each of the Assignors desires to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee desires to purchase, acquire and accept such sale, assignment, transfer, conveyance and delivery of, all of such Assignor’s right, title and interest in, to and under the Best Life Trademarks and the Domain Names, and all goodwill connected with the use thereof, symbolized thereby, and associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in consideration of the above-stated premises and the representations, warranties, covenants and agreements contained in this Agreement and in the Purchase Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Each of the Assignors hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby acquires and accepts such sale, assignment, transfer, conveyance and delivery of, all of such Assignor’s right, title and interest in, to and under the Best Life Trademarks and the Domain Names, and all goodwill connected with the use thereof, symbolized thereby, and associated therewith, to the Assignee, free and clear from all Liens.
2. Each of the Assignors further agrees to execute, upon the request of the Assignee, such additional documents as are necessary, appropriate or desirable to perfect, register, and otherwise give full effect to the rights of the Assignee in the Best Life Trademarks and Domain Names as contemplated by this Agreement and the Purchase Agreement, and all applications, registrations, and renewals therefor, and to perform such other actions as are necessary,

appropriate or desirable to effectuate the provisions of this Agreement and the Purchase Agreement.

3. Each of the Assignors hereby acknowledges and agrees that the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any other state or country, are authorized to record the Assignee as owner of all right, title, and interest in and to the Trademarks, and all applications, registrations, and renewals therefor.

4. Each of the Assignors hereby acknowledges and agrees that each domain name registrar of the Domain Names is authorized to transfer and record in the name of the Assignee ownership of and administrative contact for all the Domain Names.

5. This Agreement shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

6. The terms of the Purchase Agreement, including, but not limited to, BLC's and Bob Greene's representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. The provisions of this Agreement are subject to the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern, supersede and prevail.

7. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Agreement shall become effective upon delivery to Bob Greene (or BLC) and the Assignee of an executed counterpart hereof or the earlier delivery to each such party of an original, photocopied, or electronically transmitted signature pages hereto that together (but need not individually) bear the signatures of Bob Greene and BLC or the Assignee, as applicable.

*[Remainder of Page Intentionally Left Blank]*

In testimony whereof, each of the Assignors and the Assignee has signed below, by itself or its duly authorized representative, on this 2 day of December 2010.

**ASSIGNORS:**

**BEST LIFE CORPORATION**

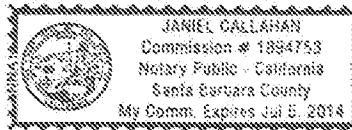
By: Bob Greene  
Name: Bob Greene  
Title: President

Bob Greene  
**BOB GREENE**

Sworn to and subscribed before me  
this 2 day of December, 2010.

Janiel Callahan  
Notary Public

My Commission Expires: July 5, 2014



**ASSIGNEE:**

**GFA BRANDS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Intellectual Property Assignment Agreement]*

In testimony whereof, each of the Assignors and the Assignee has signed below, by itself or its duly authorized representative, on this \_\_\_\_\_ day of December 2010.

**ASSIGNORS:**

**BEST LIFE CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
**BOB GREENE**


Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ASSIGNEE:**






**GFA BRANDS, INC.**

By:   
Name: STEVEN HUGHES  
Title: CO

*[Intellectual Property Assignment Agreement]*

**TRADEMARK**  
**REEL: 004445 FRAME: 0707**

**Schedule A**  
**Best Life Trademarks**

	Ser. No.	Reg. No.	Mark	Status	Class
1.	78878625	3455597	BESTLIFE	Registered	29
2.	78878628	3455598	BESTLIFE	Registered	30
3.	77847695		BESTLIFE	Allowed	29
4.	77847743		BESTLIFE	Allowed	30
5.	77174146		APPROVED BESTLIFE THEBESTLIFE.COM & Design 	Allowed	5
6.	77174161		APPROVED BESTLIFE THEBESTLIFE.COM & Design 	Allowed	29
7.	77847720		APPROVED BESTLIFE THEBESTLIFE.COM & Design 	Allowed	29
8.	77174242		APPROVED BESTLIFE THEBESTLIFE.COM & Design 	Allowed	30
9.	77847751		APPROVED BESTLIFE THEBESTLIFE.COM & Design 	Allowed	30
10.	77867434		THE BESTLIFE CENTER	Pending	41
11.	77867438		THE BESTLIFE CENTER	Pending	44

**Schedule B**  
**Internet Domain Names**

1. thebestlife.com
2. bestlifevitamins.com
3. bestlifevitamins.net
4. bestliferecipes.com
5. bestlifestore.com
6. bestdietprofile.com
7. bestlifediabetes.com
8. bestlifepromo.com
9. bestlifepets.com