

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nutrition Depot, Inc.		02/09/2011	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NutritionOne, Inc.		
<b>Street Address:</b>	369 Huntington Avenue		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02115		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2497899	NUTRITIONONE	
Registration Number:	2524279	THE STORE YOUR BODY CRAVES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)345-3299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617.345.3000		
<b>Email:</b>	trademarks@burnslev.com		
<b>Correspondent Name:</b>	Renee Inomata		
<b>Address Line 1:</b>	125 Summer Street		
<b>Address Line 2:</b>	BURNS & LEVINSON LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	23396.1 NUTRITIONONE (RI)		
<b>NAME OF SUBMITTER:</b>	Renee Inomata		
<b>Signature:</b>	/Renee Inomata/		

CH \$65.00 2497899

Date:

02/09/2011

Total Attachments: 2

source=01554405#page1.tif

source=01554405#page2.tif

**ASSIGNMENT OF TRADEMARK**

THIS ASSIGNMENT (the "Assignment") is made as of February 9, 2011, by NUTRITION DEPOT, INC. (the "Assignor"), the owner of the trademarks listed in the attached Schedule A, hereinafter referred to as the "Trademarks".

WHEREAS, NUTRITIONONE, INC., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (the "Assignee") is desirous of acquiring all right, title and interest, in, to and under the Trademarks, including all goodwill associated therewith, and the Assignor is desirous of selling, assigning, transferring, granting and setting over to the Assignee all of his right, title and interest, in, to and under the Trademarks, including all goodwill associated therewith.

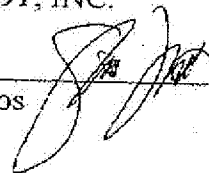
NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer, grant and set over to the Assignee all of the right, title and interest, in, to and under the Trademarks, all goodwill associated therewith, all common law rights thereto, and all applications for registrations that may be granted, all renewals and extensions, together with the right to sue and recover damages for future or past infringements and to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this sale, assignment, transfer, grant and set over not been made, all subject to the terms and conditions of the Agreement (the "Assigned Trademark Rights").

The Assignor hereby warrants and covenants that (i) it has the full power and authority to convey the rights, titles and interests herein sold, assigned, transferred, granted and set over to the Assignee; (ii) it has not executed and will not execute any agreement in conflict herewith; and (iii) it will execute any and all other instruments which may be necessary to perfect and evidence the Assignee's ownership of the Assigned Trademark Rights herein conveyed.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as an instrument under seal as of the date written above.

NUTRITION DEPOT, INC.

By: \_\_\_\_\_  
Name: Stuart Liatsos  
Title: President



TRADEMARK

REEL: 004475 FRAME: 0832

SCHEDULE ATRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
NURTITIONONE	U.S. 2,497,899	10/16/2001	10/16/2011
THE STORE YOUR BODY CRAVES	U.S. 2,524,279	01/01/2002	01/01/2012