

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Partial Assignment of the entire interest and goodwill of the mark and corresponding registration with respect to the goods: non-alcoholic cocktail mixes, in International Class 32 and wine, spirits and liqueurs, in International Class 33														
CONVEYING PARTY DATA															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:20%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:35%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>SkinnyTinis LLC</td> <td></td> <td>07/22/2011</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	SkinnyTinis LLC		07/22/2011	LIMITED LIABILITY COMPANY: CALIFORNIA						
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PROPERTY NUMBERS Total: 1															
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CORRESPONDENCE DATA															
Fax Number: (610)640-1965 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 610-640-5800 Email: ipdocketing@stradley.com Correspondent Name: Kevin R. Casey Address Line 1: 30 Valley Stream Parkway Address Line 2: Stradley Ronon Stevens & Young, LLP Address Line 4: Malvern, PENNSYLVANIA 19355															
ATTORNEY DOCKET NUMBER:	184152-5000														

CH \$40.00 3670365

900199345

**TRADEMARK
 REEL: 004601 FRAME: 0703**

NAME OF SUBMITTER:	Kevin R. Casey
Signature:	/kevin r. casey/
Date:	08/10/2011
Total Attachments: 3 source=SKINNYTINIS_Assignment#page1.tif source=SKINNYTINIS_Assignment#page2.tif source=SKINNYTINIS_Assignment#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 22 day of July, 2011, by SkinnyTinis LLC, a California limited liability company with its principal place of business at 445 Island Avenue, # 414, San Diego, California 92101 ("Assignor") to Skinny Nutritional Corp., a Nevada corporation with its principal place of business at 3 Bala Plaza East, Suite 101, Bala Cynwyd, Pennsylvania 19004 ("Assignee").

WHEREAS, Assignor is the sole owner of the Transferred Trademarks identified and set forth on Schedule A and all foreign rights throughout the world corresponding to the Transferred Trademarks which encompass the following goods: Blank note cards, recipe books, invitation cards, paper napkins, stickers and paper stationery in International Class ("IC") 016; Martini shakers, shot glasses, champagne glasses, martini glasses, wine glasses and highball glasses in IC 021; Clothing, namely, t-shirts, tank tops, sweat shirts in IC 025; Non-alcoholic cocktail mixes in IC 032; and Wine, spirits and liqueurs in IC 033;

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademarks and all foreign rights throughout the world corresponding to the Transferred Trademarks with respect to the following goods: Non-alcoholic cocktail mixes in IC 032; and Wine, spirits and liqueurs in IC 033;

WHEREAS, Assignor shall retain all of Assignor's right, title, and interest in, to, and under the Transferred Trademarks and all foreign rights throughout the world corresponding to the Transferred Trademarks with respect to the following goods: Blank note cards, recipe books, invitation cards, paper napkins, stickers and paper stationery in International Class ("IC") 016; Martini shakers, shot glasses, champagne glasses, martini glasses, wine glasses and highball glasses in IC 021; Clothing, namely, t-shirts, tank tops, sweat shirts in IC 025; and

WHEREAS, Assignee has agreed to purchase from Assignor all of its right, title, and interest in, to, and under the Transferred Trademarks with respect to the following goods: Non-alcoholic cocktail mixes in IC 032; and Wine, spirits and liqueurs in IC 033.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Trademarks with respect to the goods of non-alcoholic cocktail mixes in IC 032 and wine, spirits and liqueurs in IC 033, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Trademarks with respect to the goods of non-alcoholic cocktail mixes in IC 032 and wine, spirits and liqueurs in IC 033, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Transferred Trademarks with respect to the goods of non-alcoholic cocktail mixes in IC 032 and wine, spirits and liqueurs in IC 033 to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark included in the Transferred Trademarks with respect to the goods of non-alcoholic cocktail mixes in IC 032 and wine, spirits and liqueurs in IC 033.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Trademarks with respect to the goods of non-alcoholic cocktail mixes in IC 032 and wine, spirits and liqueurs in IC 033 hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

Dated: _____, 2011

SkinnyTinis LLC

By: [Signature]

Name: Teresa M. Howe

Title: Owner/Founder

Dated: 7/25, 2011

ASSIGNEE

Skinny Nutritional Corp.

By: [Signature]

Name: Michael Salaman

Title: CEO/President

SCHEDULE A

TRANSFERRED TRADEMARKS

Mark:	Goods:	Registration No./ Issue Date:
SKINNYTINIS	Blank note cards, recipe books, invitation cards, paper napkins, stickers and paper stationery in IC 016; Martini shakers, shot glasses, champagne glasses, martini glasses, wine glasses and highball glasses in IC 021; Clothing, namely, t-shirts, tank tops, sweat shirts in IC 025; Non-alcoholic cocktail mixes in IC 032; and Wine, spirits and liqueurs in IC 033	None
SKINNYTINIS & Design	Blank note cards, recipe books, invitation cards, paper napkins, stickers and paper stationery in IC 016; Martini shakers, shot glasses, champagne glasses, martini glasses, wine glasses and highball glasses in IC 021; Clothing, namely, t-shirts, tank tops, sweat shirts in IC 025; Non-alcoholic cocktail mixes in IC 032; and Wine, spirits and liqueurs in IC 033	3,670,365 8/18/2009