

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
S & G Properties, LLC		08/31/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Las Vegas Acquisition Corporation		
Street Address:	300 Sixth Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77673085	LUCKYVITAMIN.COM	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2230		
Phone:	804-775-1166		
Email:	jpeyton@mcguirewoods.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Janet P. Peyton		
Address Line 1:	901 E. Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:		Janet P. Peyton	
Signature:		/Janet P. Peyton/	
Date:		10/11/2011	

OP \$40.00 77673085

Total Attachments: 6

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EXECUTION VERSION

ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR INTELLECTUAL PROPERTY

This ASSIGNMENT AND ASSUMPTION AGREEMENT FOR INTELLECTUAL PROPERTY (this "Agreement") is made as of this 31st day of August, 2011, by and between S & G PROPERTIES, LLC, a Pennsylvania limited liability company ("Assignor") and LAS VEGAS ACQUISITION CORPORATION, a Pennsylvania ("Assignee"). Capitalized terms used herein have the meanings provided in that certain Asset Purchase Agreement entered into by and among Assignor, What's The Big Deal, Inc., Gary M. Wolf, Samuel M. Wolf and Assignee dated August 22, 2011 (the "Purchase Agreement"), unless otherwise defined herein.

RECITALS

Pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey, set over and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, those Intellectual Property Assets identified in Part 3.23(c), Part 3.23(d) and Part 3.23(f) of the Disclosure Letter (the "Intellectual Property Assets").

NOW THEREFORE, in consideration of the foregoing and of the mutual representations, warranties, covenants, agreements, terms and conditions set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, Assignor does hereby agree as follows:

1. Assignor hereby sells, transfers, assigns, conveys, sets over and delivers to Assignee and Assignee hereby purchases, acquires and accepts from Assignor, free and clear of any Encumbrances, all the Intellectual Property Assets including, without limitation, all right, title and interest of Assignor in and to (i) the trademarks set forth in Exhibit A attached hereto (the "Marks"), (ii) the registrations and applications for registrations thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby.

2. Effective as of the date hereof, the Assignee hereby assumes and shall be responsible for, and will hereafter pay, perform and discharge when due, all of the liabilities and obligations arising from or related to the Intellectual Property Assets.

3. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, or cause to be executed and delivered, upon request, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement. Assignee shall be responsible, at its expense, for the preparation, legalization and recording of any documents, including without limitation, additional assignment agreements, and the obtaining of any third party or governmental approvals or consent which may be necessary to effect and record the assignment of Assignor's right, title and interest in and to the Intellectual Property Assets.

4. The terms of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto.

EXECUTION VERSION

5. This Agreement is being entered into in connection with the consummation of the transactions contemplated by the Purchase Agreement and is made without representation or warranty except as expressly provided in and by the Purchase Agreement. In the event of any conflict or other inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall be the controlling document.

6. The terms and conditions of this Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws and principles thereof.

7. This Agreement may be executed simultaneously in counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement for Intellectual Property to be executed and delivered as of the date first written above.

S & G PROPERTIES, LLC

LAST VEGAS ACQUISITION CORPORATION

By: [Signature]
Name: Samuel M. Wort
Title: Member

By: [Signature]
Name: Jeffrey R. Henrion
Title: Executive Vice President, Chief Branding Officer

Commonwealth
STATE OF Pennsylvania
COUNTY OF Montgomery, ss.:

STATE OF Pennsylvania
COUNTY OF Allegheny, ss.:

I HEREBY CERTIFY that on this 31st day of August, 2011 before me, a Notary Public for the State and County aforesaid, personally appeared Dominic M. Loff, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the representative of S & G Properties, LLC, duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

I HEREBY CERTIFY that on this 31st day of August, 2011 before me, a Notary Public for the State and County aforesaid, personally appeared Jeffrey R. Henrion, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the representative of LAS VEGAS ACQUISITION CORPORATION, duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, the day and year first above written.

[Signature]
Notary Public in and for the State of Pennsylvania
My commission expires: March 24, 2013

[Signature]
Notary Public in and for the State of Pennsylvania
My commission expires: July 19, 2015

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Janet G. Ulmer, Notary Public
Upper Gwynedd Twp., Montgomery County
My Commission Expires March 24, 2013
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary B. Vedro, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 19, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

SIGNATURE PAGE TO IP ASSIGNMENT (S&G)

EXECUTION VERSION

EXHIBIT A

Trademarks



United States Patent and Trademark Office

Home | Site Index | Search | FAQ | Glossary | Guides | Contacts | eBusiness | eBiz alerts | News | Help

Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Fri Oct 7 04:35:46 EDT 2011

Please logout when you are done to release system resources allocated for you.

List At: OR to record: **Record 1 out of 2**

(Use the "Back" button of the Internet Browser to return to TESS)



Word Mark LUCKYVITAMIN.COM

Goods and Services IC 035. US 100 101 102. G & S: On-line retail store services featuring vitamins, food supplements, mineral supplements, herbal supplements, homeopathic supplements, nutritional supplements, appetite suppressants, meal replacement shakes, nutritional bars, cosmetics, soap, shampoo, aromatherapy creams and candles, sunscreen, nonmedicated ointments, non-medicated bath preparations, massage oils, air deodorizer, non-medicated grooming preparations for dogs and cats, health food, water purifiers and filters, tea. FIRST USE: 20040800. FIRST USE IN COMMERCE: 20040800

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 05.03.07 - Clover, four-leaf
 26.17.07 - Heat, lines depicting; Lines depicting speed, propulsion, heat or wind; Propulsion, lines depicting; Speed, lines depicting; Wind, lines depicting
 26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved

Trademark Search Facility Classification Code NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters, punctuation and mathematical signs, zodiac signs, prescription marks
 SHAPES-BAR-BANDS Designs with bar, bands or lines
 SHAPES-MISC Miscellaneous shaped designs
 VEG Plant life such as trees, flowers, fruits, grains, nuts, wreaths, and leaves

Serial Number 77673085

Filing Date February 18, 2009

Current Filing Basis 1A

Original Filing

Basis 1A
Published for Opposition December 22, 2009
Registration Number 3756810
Registration Date March 9, 2010
Owner (REGISTRANT) S & G Properties, LLC DBA LuckyVitamin.com LIMITED LIABILITY COMPANY PENNSYLVANIA 18 West Mount Kirk Avenue Norristown PENNSYLVANIA 19403
Attorney of Record Rex A. Donnelly
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE ".COM" APART FROM THE MARK AS SHOWN
Description of Mark Color is not claimed as a feature of the mark. The mark consists of a shamrock followed by the wording "luckyvitamin.com."
Type of Mark SERVICE MARK
Register PRINCIPAL
Live/Dead Indicator LIVE

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[NEW USER](#)
[STRUCTURED](#)
[FREE FORM](#)
[BROWSE DOC](#)
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