

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
LuckyVitamin Corporation		10/13/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	General Nutrition Investment Company		
Street Address:	1002 South 63rd Avenue at Buckeye		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85043		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3756810	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:	10/13/2011		
Total Attachments: 3 source=LUCKYVITAMIN TO GNIC#page1.tif source=LUCKYVITAMIN TO GNIC#page2.tif source=LUCKYVITAMIN TO GNIC#page3.tif			

OP \$40.00 3756810

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 5th day of October, 2011, (the "Effective Date") by and between LuckyVitamin Corporation ("Assignor"), a corporation duly organized and existing under the laws of Pennsylvania, and General Nutrition Investment Company, a corporation duly organized and existing under the laws of the State of Arizona ("Assignee").

RECITALS

Whereas Assignor desires to contribute, transfer, and assign all of its rights and interests, including without limitation common law rights, in and to the trademark listed on Attachment A, attached hereto and incorporated by reference herein (the "Mark") and the registration for the Mark (the "Registration"), together with the goodwill that Assignor has developed in such Mark (the "Goodwill"), to Assignee.

Whereas Assignee desires to acquire the Assigned Mark, the Registration and the Goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

ASSIGNMENT OF MARK

1.1. **Assignment.** In connection with the corporate and organizational business objectives of Assignor and Assignee, Assignor has agreed to and hereby assigns and transfers to Assignee and its successors and assigns Assignor's entire right, title and interest in and to the Mark, the Registration, and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its parents, subsidiaries, affiliates, successors, assigns, licensees and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

1.2. **Warranties.** The Mark is assigned hereunder "as is" without any warranties, express or implied.

1.3. **Further Materials or Documentation.** Assignor and Assignee each agree to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment or to substantiate either party's use and/or ownership of the Mark and the Goodwill.

1.4. **Binding Effect.** This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, the parties have caused this Assignment and to be executed by their duly authorized officers or representatives as of the date first written above.

LUCKYVITAMIN CORPORATION

By: 

Name: Jeffrey R. Hennion

Title: Executive Vice President
Chief Branding Officer

GENERAL NUTRITION INVESTMENT COMPANY

By: 

Name: Gavin M. O'Connor

Title: Assistant Secretary

ATTACHMENT A



U.S. Reg. No. 3756810