

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			
Name	Formerly	Execution Date	Entity Type
V.I.S. Versatile Intermarket Solutions Inc.		01/17/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	THINaddictives Inc.		
Street Address:	1000 Sherbrooke Street West, Suite 2700		
City:	Montreal		
State/Country:	QUEBEC		
Postal Code:	H3A 3G4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2893888	THINADDICTIVES	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.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:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	12455-7 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
Signature:	/Renee M. Prescan/		

CH \$40.00 2893888

Date:

03/15/2012

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 17, 2012 ("Effective Date") by and between **V.I.S. Versatile Intermarket Solutions Inc.**, a Canada Business Corporations Act corporation, with its principal office at 258 boul. Lebeau, Ville Saint-Laurent, Quebec H4N 1R4, Canada ("Assignor"), and **THINaddictives Inc.**, a Canada Business Corporations Act corporation, with its registered office at 1000 Sherbrooke Street West, Suite 2700, Montreal (Québec), H3A 3G4 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated of even date herewith (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, each of the United States trademark registrations and applications set forth on Schedule A attached hereto, and each of the Canadian trademark registrations and applications set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Marks pertain, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee the entire right, title and interest in and to the Marks, together with all goodwill of the business associated therewith, for the United States, Canada, and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, Canada, or any foreign country, 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 Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, 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 hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, Canada, or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

V.I.S. VERSATILE INTERMARKET SOLUTIONS INC., a Canada Business Corporations Act corporation

By: _____

Name: Robert Sigler

Title: President

THINADDICTIVES INC., a Canada Business Corporations Act corporation

By: _____

Name: Dave Beré

Title: Chief Executive Officer

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By: _____

Name: Robert Sigler

Title: President

THINADDICTIVES INC., a Canada Business Corporations Act corporation

By: _____

Name: Dave Beré

Title: Chief Executive Officer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application Number and Date	Registration Number and Date
THINaddictives	U.S. Federal	78/187664 11/21/2002	2893888 10/12/2004

SCHEDULE B

CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Application Number and Date	Registration Number and Date
THINaddictives	Canada	1321818 10/26/2006	TMA720864 8/14/2008