

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
Weight Loss Services, LP		08/23/2012	LIMITED PARTNERSHIP: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	LA Weight Loss LLC
Street Address:	2711 Centerville Road, Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85636879	ENHANCE750
Serial Number:	85636893	FREE TO LIVE
Serial Number:	85636901	FREE TO LIVE
Serial Number:	85636903	LA BARS
Serial Number:	85636908	SPLASH PACKS
Serial Number:	85636912	TARGET. TONE. TRANSFORM.
Serial Number:	85636919	THINNER BY THE MINUTE

CORRESPONDENCE DATA

Fax Number: 2027568087
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-756-8000

Email: washington_ip_docket@mwe.com, rkim@mwe.com, emalis@mwe.com, ksandacz@mwe.com

Correspondent Name: Richard Y. Kim

CH \$190.00 85636879

Address Line 1: 600 13th Street, N.W.
Address Line 2: McDermott Will & Emery LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 090644-0011

NAME OF SUBMITTER: Richard Y. Kim

Signature: /Richard Y. Kim/

Date: 08/28/2012

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into on August 23, 2012, between Weight Loss Services, LP, a Pennsylvania limited partnership located and doing business at 3959 Welsh Road, #302, Willow Grove, Pennsylvania 19090, ("Assignor") and LA Weight Loss LLC, a Delaware limited liability company located and doing business at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. trademarks, common law trademarks and trademark applications listed in the attached Schedule A (collectively, the "Marks");

WHEREAS, Assignor has agreed to assign to Assignee the full right, title and interest in, to and under the Marks, the goodwill accrued in connection and associated therewith, and that portion of the business which is ongoing and existing to which the Marks pertain; and

WHEREAS, Assignee is desirous of acquiring the full right, title and interest in, to and under the Marks and the goodwill accrued in connection and associated therewith.

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Assignment covers (a) the Marks, including, without limitation, trademarks, service marks, and trade names, together with the goodwill of the business associated with the foregoing, and the ongoing and existing business to which the trademarks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any common law rights or other unregistered rights in or associated with the Marks; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in all countries throughout the world; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof.

2. Assignor hereby assigns to Assignee Assignor's entire right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith and symbolized by the Marks. With respect to applications filed in the United States Patent and Trademark Office ("USPTO") on the basis of the applicant's intent to use the marks, such marks are being assigned to the successor of the business of the applicant that is ongoing and existing or portion thereof to which such marks pertain.

3. Assignee agrees that it shall be responsible for recording the executed Assignment papers with the USPTO.

4. Assignor hereby represents and warrants to Assignee that Assignor has the full right, title and interest to assign, transfer, convey, and set over the entire rights, title and interests assigned hereunder, and that Assignor has not executed and will not execute any agreement in conflict herewith. Assignor agrees that it will not contest, either directly or indirectly, the exclusive right, title, and interest of Assignee in and to any of the Marks or any portion thereof,

or do anything else inconsistent with Assignee's ownership of the Marks. Assignor agrees that it will execute any and all documents that may be necessary to perfect the title to the Marks in Assignee, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee.

5. In the event that the USPTO refuses to record or accept this Assignment or Assignee is otherwise unable to perfect the title to any of the Marks, Assignor agrees to abandon the relevant Marks so that Assignee may file new applications for the Marks.

6. The Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the Commonwealth of Pennsylvania.

7. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the said Assignor and Assignee have executed this Assignment.

Assignor

WEIGHT LOSS SERVICES, LP

By: _____

Name: _____

Title: _____

Date: _____

Assignee

LA WEIGHT LOSS LLC

By:  _____

Name: FRASER CLARKE

Title: CEO

Date: 8/25/12

IN WITNESS WHEREOF, the said Assignor and Assignee have executed this Assignment.

Assignor

WEIGHT LOSS SERVICES, LP

By: William E. Warrin

Name: William E. Warrin

Title: CEO / Partner

Date: 8/17/12

Assignee

LA WEIGHT LOSS LLC


By: _____

Name: _____

Title: _____

Date: _____

Schedule A

Trademark/SN/RN	Status/Key Dates	Owner	Full Goods/Services
ENHANCE750 ENHANCE750	Pending - Initialized June 1, 2012 Filed: May 29, 2012	Weight Loss Services, LP (Pennsylvania LTD. Partnership) 3959 Welsh Road #302 Willow Grove, Pennsylvania 19090	(Int'l Class: 5) Dietary supplements
SN:85-636879 FREE TO LIVE FREE TO LIVE	Pending - Initialized June 1, 2012 Filed: May 29, 2012	Weight Loss Services, LP (Pennsylvania LTD. Partnership) 3959 Welsh Road, #302 Willow Grove, Pennsylvania 19090	(Int'l Class: 44) Weight loss services
SN:85-636893 FREE TO LIVE and Design 	Pending - Initialized June 1, 2012 Filed: May 29, 2012	Weight Loss Services, LP (Pennsylvania LTD. Partnership) 3959 Welsh Road, #302 Willow Grove, Pennsylvania 19090	(Int'l Class: 16) Printed publications, namely booklets featuring dietary information (Int'l Class: 44) Weight loss services
SN:85-636901 LA BARS LA BARS	Pending - Initialized June 1, 2012 Filed: May 29, 2012	Weight Loss Services, LP (Pennsylvania LTD. Partnership) 3959 Welsh Road, #302 Willow Grove, Pennsylvania 19090	(Int'l Class: 29) Soy-based snack foods
SN:85-636903 SPLASH PACKS SPLASH PACKS	Pending - Initialized June 1, 2012 Filed: May 29, 2012	Weight Loss Services, LP (Pennsylvania LTD. Partnership) 3959 Welsh Road, #302 Willow Grove, Pennsylvania 19090	(Int'l Class: 44) Pre-packaged sugar-free powder mixes used in preparation of fruit drinks
SN:85-636908 TARGET. TONE. TRANSFORM. <small>TRANSFORM. TONE. TRANSFORM.</small>	Pending - Initialized June 1, 2012 Filed: May 29, 2012	Weight Loss Services, LP (Pennsylvania LTD. Partnership) 3959 Welsh Road, #302 Willow Grove, Pennsylvania 19090	(Int'l Class: 41) Physical fitness consultation; physical fitness instruction; providing fitness and exercise facilities
SN:85-636912 THINNER BY THE MINUTE	Pending - Initialized June 1, 2012	Weight Loss Services, LP (Pennsylvania LTD. Partnership)	(Int'l Class: 44) Weight reduction, diet planning, dietary counseling and supervision services

Trademark/SN/RN	Status/Key Dates	Owner	Full Goods/Services
<small>71:00/0000 BY 1100 2000/171</small> SN:85-636919	Filed: May 29, 2012	3959 Welsh Road, #302 Willow Grove, Pennsylvania 19090	