

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
NS412, LLC		09/17/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Naturally Slim, Inc.		
Street Address:	1350 E. Arapaho Road		
Internal Address:	Suite 234		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75081		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77926185	TRUE THIN	
CORRESPONDENCE DATA			
Fax Number:	2149531121		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	docket@hitchcockevert.com		
Correspondent Name:	Elisabeth A. Evert		
Address Line 1:	Hitchcock Evert LLP		
Address Line 2:	P O Box 131709		
Address Line 4:	Dallas, TEXAS 75313-1709		
ATTORNEY DOCKET NUMBER:	N412-35545-US		
NAME OF SUBMITTER:	Elisabeth A. Evert		
Signature:	/Elisabeth A. Evert/		

OP \$40.00 77926185

Date:

09/17/2012

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK AND RELATED RIGHTS

This Assignment of Trademark and Related Rights (this "Agreement"), dated as of Sept 17, 2012, (the "Effective Date"), is made by and between NS412, LLC ("Assignor"), a Texas limited liability company having an address of 12712 Park Central Drive, Suite 100, Dallas, Texas 75251, and Naturally Slim, Inc. ("Assignee"), a Texas corporation having a principal place of business at 1350 E. Arapaho Road, Suite 234, Richardson, TX 75081.

WHEREAS, Assignor is the owner of all right, title and interest in and to United States Trademark Registration Number 3,962,893 for TRUE THIN (word mark), registered on May 17, 2011, in International Classes 29, 30, 32, 38 and 41, and all associated common law rights and appurtenant goodwill of the business symbolized by the Mark (the "Mark"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark, all associated common law rights, and all goodwill of the business symbolized by same; and

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

I. SALE AND ASSIGNMENT OF THE MARKS

- A. Assignor, by these presents, sells, assigns and transfers unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to the Mark, including the right to sue for and to collect past damages, together with all common law rights and the goodwill of the business symbolized by the Mark, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.
- B. Assignor hereby agrees to execute all documents necessary to effect the sales and transfers contemplated herein, including the Assignment of Trademark Rights attached hereto as Exhibit A.
- C. As sole monetary consideration for the sale of the assets set forth above and Assignor's other covenants set forth herein, Assignee agrees to pay to Assignor a one-time payment of Five Thousand Six Hundred Seventy-Five Dollars (\$5,675.00). Such amount shall be due and payable within five (5) business days of (i) the execution of this Agreement by the last party to do so and delivery to counsel for Assignee, or (ii) Assignor's execution and delivery to counsel for Assignee of the documents contemplated in Section I(B) above, whichever occurs last.

II. NON-INTERFERENCE. Assignor agrees that at no time will it challenge, or cause to be challenged, or assist any other person or entity to challenge (i) Assignee's ownership in and to the Mark, the associated common law rights, or the appurtenant goodwill of the business, or (ii) Assignee's right to use the Mark in connection with any goods and/or services. Assignor agrees that it will not at any time register, seek to register, or use in any manner (other than pursuant to a written License from Assignee) any trade mark, trade name or domain name that (i) includes the word/phrase "TRUE THIN," or (ii) consists of, or includes as a part thereof, either a typographical variation of, or text confusingly similar to, the Mark. Assignor agrees to cause each of its owners to comply with each of the covenants set forth in this Section II.

III. RELATIONSHIP OF PARTIES. Nothing in this Agreement nor anything done by any party to this Agreement in the discharge of its obligations hereunder shall be deemed to constitute any party being the agent of any other party in any sense.

IV. CHOICE OF LAW AND FORUM. This Agreement will be governed by the laws of the State of Texas without regard to its conflicts of laws principles and by the federal laws of the United States of America as appropriate. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought in a state or federal court sitting in Dallas, Texas.

V. SEVERABILITY. The parties to this Agreement agree that each and every paragraph, sentence, clause, term and provision of this Agreement shall be severable, and if any portion of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other portions hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.

VI. ENTIRE AGREEMENT ETC. This writing constitutes the entire agreement and understanding between the parties hereto relating to the subject matter of this Agreement and shall supersede and replace all prior and

contemporaneous agreements and understandings, written or oral, between the parties to this Agreement concerning such matters. Neither party has been induced to enter into this Agreement by virtue of, and is not relying upon, any representations or warranties not set forth in this Agreement, any term sheets or other correspondence preceding the execution of this Agreement, or any prior course of dealing between the parties. No term or provision of this Agreement shall be varied or modified by any prior, contemporaneous or subsequent statement, conduct or act of the parties to this Agreement except that hereafter, the parties hereto may amend this Agreement by written instruments specifically referring to and executed in the same manner as this instrument. This Agreement and each of its provisions shall be interpreted according to the fair and common meaning of its terms and shall not be construed in favor of, or against, any of the parties hereto by reason of the extent to which any such party or his counsel participated in its drafting or by reason of the extent to which this Agreement or any such provision hereof is inconsistent with any prior draft hereof. In the event suit is brought to enforce or interpret this Agreement or any part hereof or the rights or obligations of any party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees to be fixed by the court.

VII. REMEDIES. No remedy specifically conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, each and every remedy shall be cumulative and shall be in addition to every other remedy conferred hereunder or now or hereafter existing at law, in equity, or by statute or otherwise, and the election by a party of one or more remedies shall not constitute a waiver of such party's right to pursue any other available remedy or remedies. As a consequence of the unique nature of the Marks, the parties agree that a monetary remedy for a breach of this Agreement will be inadequate, and that money damages will be impracticable and extremely difficult to prove, and further agree that such a breach would cause such party irreparable harm, and that in the event of such breach each party shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages. Each party agrees that the other party shall be entitled to such relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting a bond or making any undertaking. Any such requirement of a bond or undertaking is hereby waived by both parties, and each party acknowledges that in the absence of such a waiver, a bond or undertaking might otherwise be required by the court.

VIII. ASSIGNMENT. This Agreement shall be freely assignable by Assignee, but shall be assignable by Assignor only with the written agreement of Assignee.

IX. COUNTERPARTS. This Agreement may be executed in counterparts, all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first set forth above.

NS412, LLC (Assignor)

By: 

Den Bishop
Printed Name

Title: CEO

Date: September 17, 2012

Naturally Slim, Inc. (Assignee)

By: 

Marcia Upson
Printed Name

Title: President

Date: September 17, 2012

TRADEMARK

REEL: 004862 FRAME: 0764

EXHIBIT A

CONFIRMATORY ASSIGNMENT OF TRADEMARK RIGHTS

This Confirmatory Assignment of Trademark Rights ("Agreement"), dated as of September 17, 2012 (the "Effective Date"), is made by and between NS412, LLC ("Assignor"), a Texas limited liability company having an address of 12712 Park Central Drive, Suite 100, Dallas, Texas 75251, and Naturally Slim, Inc. ("Assignee"), a Texas corporation having a principal place of business at 1350 E. Arapaho Road, Suite 234, Richardson, TX 75081.

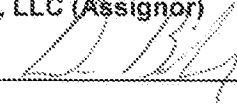
WHEREAS, Assignor is the owner of United States Trademark Registration Number 3,962,893 for TRUE THIN (word mark), registered on May 17, 2011, in International Classes 29, 30, 32, 38 and 41 (the "Mark"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, as well as all goodwill of the business symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor by these presents sells, assigns and transfers unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to the Marks, including the right to sue for and to collect past damages, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement to be effective as of the Effective Date.

NS412, LLC (Assignor)

By: 

Den Bishop
Printed Name

Title: CEO

Date: 9-17-2012

Naturally Slim, Inc. (Assignee)

By: 

Marcia Upson
Printed Name

Title: President

Date: 9-17-2012