

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
Zoe Sakoutis, LLC		12/21/2012	LIMITED LIABILITY COMPANY:
BluePrintCleanse LLC		12/21/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Hain BPC, Inc.
Street Address:	58 South Service Road
Internal Address:	Suite 250
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3523499	BLUEPRINT CLEANSE
Registration Number:	4038200	BLUEPRINTCLEANSE
Registration Number:	4136611	BLUEPRINTJUICE
Registration Number:	4053222	BLUEPRINTKIT
Registration Number:	4049425	BLUEPRINTLIFE
Serial Number:	85759684	BLUEPRINTMETHOD
Serial Number:	85512909	BLUEPRINTORGANICS
Registration Number:	3853312	FOUNDATION CLEANSE
Registration Number:	3873993	JUICE UNTIL DINNER
Registration Number:	4049004	MANIFRESHTO
Registration Number:	3630834	UNPASTEURIZED FOR YOUR PROTECTION

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Serial Number:	85759698	WE DON'T COOK JUICE
Registration Number:	3579584	WE THINK. YOU DRINK.
Registration Number:	4136825	BLUEPRINTBAR
Registration Number:	4027030	BLUEPRINTGREEN

CORRESPONDENCE DATA

Fax Number: 720-622-37
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 631-730-2416
Email: IP@hain-celestial.com
Correspondent Name: Melissa Heddell
Address Line 1: 58 South Service Road
Address Line 2: Suite 250
Address Line 4: Melville, NEW YORK 11747

ATTORNEY DOCKET NUMBER:	BLUEPRINT ASSIGN
NAME OF SUBMITTER:	Melissa Heddell
Signature:	/melissaheddell/
Date:	02/11/2013

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made on December 21, 2012, (the "*Agreement*"), by and among Hain BPC, Inc., a Delaware corporation ("*Assignee*"), Zoe Sakoutis, LLC, a New York limited liability company ("*Zoe LLC*"), BluePrintWholesale LLC, a New York limited liability company ("*BPW LLC*"), and BluePrintCleanse LLC, a New York limited liability company (together with Zoe LLC and BPW LLC, the "*Assignors*" and each an "*Assignor*").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 21, 2012 (the "*Purchase Agreement*"), by and between Assignors and Assignee, Each Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of said Assignor right, title and interest in and to the Owned Intellectual Property, including, without limitation, the trademarks set forth on Schedule A hereto and all other trademarks owned by Assignors (collectively, the "*Marks*"). Capitalized terms used, but not defined, herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, the Assignors are the owner of all right, title and interest in and to the Marks; and

WHEREAS, Assignors are desirous of assigning, and Assignee is desirous of obtaining, all right, title and interest in and to the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign, transfer and convey unto Assignee all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement of the Marks, with the right to sue for, and collect the same for its own use and behalf, and for the use on behalf of its successors, assigns, or other legal representatives. With respect to any intent-to-use trademark applications, Assignors make this assignment to the successor to the respective Assignor's business, or portion of the business to

which the mark pertains, to the extent that that business is ongoing and existing. Assignors hereby agree to take all actions necessary, and execute any documents required, to perfect Assignee's ownership of the Marks.

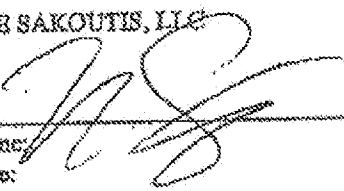
[Signature page follows]

Consent to Assign

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

ASSIGNORS:

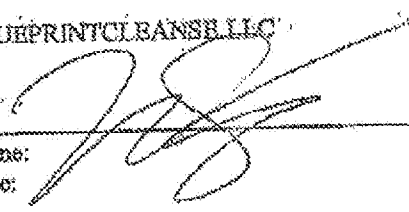
ZOR SAKOUTIS, LLC

By: 
Name: _____
Title: _____

BLUEPRINTWHOLESALE LLC

By: 
Name: _____
Title: _____

BLUEPRINTCLEANSE LLC

By: 
Name: _____
Title: _____

ASSIGNEE:

HAIN BPC, INC.

By: _____
Name: _____
Title: _____

[Signature Page - US Trademark Assignment]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

ASSIGNORS:

ZOE SAKOUTIS, LLC

By: _____
Name:
Title:

BLUEPRINTWHOLESALE LLC

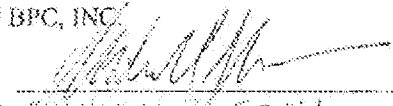
By: _____
Name:
Title:

BLUEPRINTCLEANSE LLC

By: _____
Name:
Title:

ASSIGNEE:

HAIN BPC, INC

By: 
Name: *Michael J. Spitzer*
Title: *Treasurer*

[Signature Page -- US Trademark Assignment]

SCHEDULE A

Country	Trademark	Owner	Application/Registration Info
USA	BLUEPRINT CLEANSE	Zoe Sakoutis, LLC	Filed November 8, 2007; Registered October 28, 2008; Reg. No. 3,523,499
USA	BLUEPRINT BAR	BluePrintCleanse LLC	Filed April 4, 2011; Registered May 1, 2012; Reg. No.: 4,126,825
USA	BLUEPRINTCLEANSE	Zoe Sakoutis, LLC d/b/a BluePrint-Cleanse, LLC	Filed March 7, 2011; Registered October 11, 2011; Reg. No. 4,038,200
USA	BLUEPRINTFOOD	BluePrintCleanse LLC	Filed June 10, 2011; Serial No.: 85/343,292
USA	BLUEPRINTGREEN	BluePrintCleanse LLC	Filed August 26, 2010; Registered September 13, 2011; Reg. No. 4,027,030
USA	BLUEPRINTJUICE	BluePrintCleanse LLC	Filed February 7, 2011; Registered May 1, 2012; Reg. No.: 4,126,611
USA	BLUEPRINTKIT	BluePrintCleanse LLC	Filed May 15, 2011; Registered November 8, 2011; Reg. No.: 4,053,222
USA	BLUEPRINTLIFE	BluePrintCleanse LLC	Filed May 27, 2011; Registered November 1, 2011; Reg. No.: 4,049,425
USA	BLUEPRINTMETHOD	Zoe Sakoutis, LLC d/b/a BluePrint-Cleanse, LLC	Filed October 22, 2012; Serial No.: 85/759,684
USA	BLUEPRINTMILK	BluePrintCleanse LLC	Filed December 14, 2011; Serial No. 85/495,536
USA	BLUEPRINTMOUSSE	BluePrintCleanse LLC	Filed December 6, 2011; Serial No. 85/488,561
USA	BLUEPRINTORGANICS	BluePrintCleanse LLC	Filed January 10, 2012; Serial No. 85/512,909
USA	FOUNDATION CLEANSE	Zoe Sakoutis, LLC	Filed February 18, 2010; Registered September 28, 2010; Reg. No.: 3,853,312
USA	JUICE 'TIL DINNER	Zoe Sakoutis, LLC	Filed October 23, 2008; Registered November 9, 2010; Reg. No. 3,873,993

Country	Trademark	Owner	Application/Registration Info
USA	MANIFRESHTO	BluePrintCleanse LLC	Filed April 6, 2011; Registered November 1, 2011; Reg. No.: 4,049,004
USA	UNPASTERIZED FOR YOUR PROTECTION	Zoe Sakoutis, LLC	Filed October 24, 2008; Registered June 2, 2009; Reg. No.: 3,630,384
USA	WE DON'T COOK JUICE	Zoe Sakoutis, LLC	Filed October 22, 2012; Serial No.: 85/759,698
USA	WE THINK YOU DRINK.	Zoe Sakoutis, LLC	Filed July 7, 2008; Registered February 24, 2009; Reg. No. 3,579,584

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