

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Nutrishop, Inc. | | 03/14/2013 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Nutrishop, Inc. | | |
| Street Address: | 880 Wigwam Pkwy. | | |
| Internal Address: | #130 | | |
| City: | Henderson | | |
| State/Country: | NEVADA | | |
| Postal Code: | 89014 | | |
| Entity Type: | CORPORATION: NEVADA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85806035 | NUTRISHOP VITAMINS · SPORTS NUTRITION · WEIGHT LOSS | |
| Serial Number: | 85427104 | PROPER NUTRITION FOR THE ENTIRE FAMILY | |
| Registration Number: | 3018521 | NUTRISHOP | |
| Registration Number: | 3875719 | NUTRISHOP SPORTS NUTRITION & WEIGHT LOSS SUPERSTORES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9497609502 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | (949) 760-0404 | | |
| Email: | efiling@knobbe.com | | |
| Correspondent Name: | Catherine J. Holland | | |
| Address Line 1: | 2040 Main Sreet | | |
| Address Line 2: | 14th Floor | | |
| Address Line 4: | Irvine, CALIFORNIA 92614 | | |

OP \$115.00 85806035

TRADEMARK

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|--|----------------------|
| ATTORNEY DOCKET NUMBER: | NSHOP.000GEN |
| NAME OF SUBMITTER: | Catherine J. Holland |
| Signature: | /Catherine Holland/ |
| Date: | 03/26/2013 |
| Total Attachments: 4 source=NSHOP Assignment#page1.tif source=NSHOP Assignment#page2.tif source=NSHOP Assignment#page3.tif source=NSHOP Assignment#page4.tif | |

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of March 8 2013, by and between Nutrishop, Inc., a California corporation having a place of business at 3450 E. Philadelphia St., Ontario, California 91761 (hereinafter referred to as "ASSIGNOR"), and Nutrishop, Inc. a Nevada corporation having a place of business at 880 Wigwam Pkwy. #130, Henderson, Nevada 89014 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal and foreign trademark registrations and applications relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations and Applications");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and Applications worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations and Applications worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Registrations and Applications set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

(continued on next page)

together with the goodwill symbolized by said Trademarks, Registrations and Applications, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill and the business associated with the Trademarks.

Nutrishop, Inc.

a California Corporation

By: _____

Printed Name: Tania McLendon

Title: Secretary

Date: 3/14/13

Nutrishop, Inc.

a Nevada Corporation

By: _____

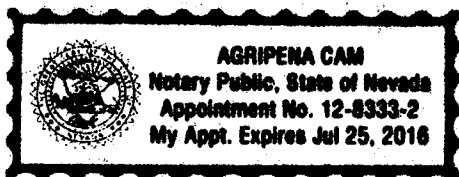
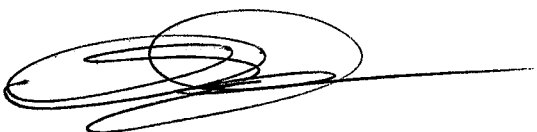
Printed Name: Tania McLendon

Title: Secretary

Date: 3/14/13

State of Nevada
County of Washoe }

On 14th of March 2013, I Agripena Cam, notary.



SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

NUTRISHOP



PROPER NUTRITION FOR THE ENTIRE FAMILY

SCHEDULE B

U.S. Application Number 85806035
U.S. Application Number 85427104
U.S. Registration Number 3018521
U.S. Registration Number 3875719
Australian Application Number 1494929
Brazilian Application Number 840140053
Brazilian Application Number 840147970
Canadian Application Number 1570844
Canadian Application Number 1570845
Mexican Application Number 1293654
New Zealand Registration Number 960089
Philippines Registration Number 4-2010-501881