

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignment of Reg. No. 3670365 from Skinny Nutritional Corp. to Trim Capital LLC. Assignment should be nullified. previously recorded on Reel 005020 Frame 0482. Assignor(s) hereby confirms the Assignment.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trim Capital LLC		05/03/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Skinny Nutritional Corp.		
Street Address:	Three Bala Plaza East		
Internal Address:	Suite 101		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3670365	SKINNY TINIS	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212 326 0831		
Email:	jalbrink@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	7 Times Square c/o Pryor Cashman LLP		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Muzamil Huq		

OP \$40.00 3670365

Signature:	/mhuq/
Date:	05/29/2013
Total Attachments: 8 source=CorrectiveAssignment3670365#page1.tif source=CorrectiveAssignment3670365#page2.tif source=CorrectiveAssignment3670365#page3.tif source=CorrectiveAssignment3670365#page4.tif source=CorrectiveAssignment3670365#page5.tif source=CorrectiveAssignment3670365#page6.tif source=CorrectiveAssignment3670365#page7.tif source=CorrectiveAssignment3670365#page8.tif	

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
Skinny Nutritional Corp.		05/03/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Trim Capital LLC
Street Address:	135 East 57th Street
Internal Address:	11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2557075	SKINNY WATER
Registration Number:	2657057	SKINNY TEA
Registration Number:	2657083	SKINNY JUICE
Registration Number:	2650352	SKINNY COLA
Registration Number:	3886580	SKINNY SMOOTHIE
Registration Number:	3937523	SKINNY WATER SPORT
Registration Number:	3992546	0 CALORIES 0 SUGAR 0 SODIUM 0 GUILT
Registration Number:	3895510	SKINNY SNACKS
Registration Number:	3860344	SKINNY SNACKS
Registration Number:	3670365	SKINNY TINIS
Registration Number:	3316575	SKINNY CAPS
Serial Number:	77801214	SKINNY JAVA
Serial Number:	77801227	SKINNY SHAKE

CH \$940.00 2557075

Serial Number:	85117276	SKINNY WATER NATURAL
Serial Number:	85118608	SKINNY WATER CHILL
Serial Number:	85351407	SKINNY ENERGY
Serial Number:	85265963	SKINNY SODA
Serial Number:	85299628	SKINNY RUSH
Serial Number:	85416375	SKINNY FIZZ
Serial Number:	85256885	SKINNY BOTTLE
Serial Number:	85266376	GREAT TASTE. ZERO GUILT.
Serial Number:	85416367	SKINNY BUBBLES
Serial Number:	77942753	SKINNY BAR
Serial Number:	85099251	SKINNY POWDER
Serial Number:	85454072	SKINNY WITH BENEFITS
Serial Number:	85265996	SKINNY SWEET
Serial Number:	85432599	PURE HYDRATION
Serial Number:	85432583	PURE HYDRATION +
Serial Number:	85432572	PURE HYDRATION PLUS
Serial Number:	85256783	LIVE THE SKINNY LIFE
Serial Number:	85267066	SKINNY STRIPS
Serial Number:	85402661	SKINNYLICIOUS
Serial Number:	85556758	SKINNY SHOT
Serial Number:	85674519	LIFE IS A WORKOUT
Serial Number:	85722907	BODY IN BALANCE
Serial Number:	85737136	SKINNY SPLASH
Serial Number:	85866843	SKINNY SPARKLING

CORRESPONDENCE DATA

Fax Number: 2127986915
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 326 0831
Email: jalbrink@pryorcashman.com
Correspondent Name: Teresa Lee
Address Line 1: 7 Times Square c/o Pryor Cashman LLP
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	17648.00003
NAME OF SUBMITTER:	Muzamil Huq

TRADEMARK
REEL: 005020 FRAME: 0483

TRADEMARK
REEL: 005042 FRAME: 0671

	/mhuq/
Date:	05/03/2013
Total Attachments: 5 source=Trim#page1.tif source=Trim#page2.tif source=Trim#page3.tif source=Trim#page4.tif source=Trim#page5.tif	

TRADEMARK
REEL: 005020 FRAME: 0484

TRADEMARK
REEL: 005042 FRAME: 0672

NOTICE OF TRANSFER OF OWNERSHIP IN TRADEMARKS

(May 3, 2013)

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, this agreement shall serve as notice to all persons that, as of the date hereof, all right, title and interest of Skinny Nutritional Corp., a Nevada corporation with its principal place of business at Three Bala Plaza East, Suite 101, Bala Cynwyd, PA 19004 (the "Prior Owner"), in the following (the "Assigned Assets"): trademarks and rights under any written agreement granting any right to use trademarks, trade names, trademark applications, service marks, service mark applications, including, without limitaiton, (i) the registered or applied for trade names, trademarks, trademark applications, service marks, and service mark applications listed on Schedule 1 attached hereto and made a part, (ii) all renewals, reissues, continuations and extensions thereof, (iii) all income, royalties, proceeds, liabilities, damage awards and payments hereafter due or payable or asserted under and with respect thereto, including, without limitaiton, payments under all licenses entered into in connection therewith and damages and payments for past, present or future (A) infringements and dilutions thereof and (B) injury to the goodwill associated therewith, (iv) all rights to sue and recover for past, present and future (A) infringements, misappropriations, dilutions, violations or other impairments thereof and (B) injury to the goodwill associated therewith, (v) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of the Grantor's rights corresponding thereto throughout the world, is hereby transferred to

Trim Capital, LLC
with an address at 44 Pleasant Ridge Rd., Harrison, NY (the "New Owner").

Pursuant to (i) that certain Security Agreement, dated as of June 28, 2012 (the "General Security Agreement"), entered into between Prior Owner, as borrower, and Trim Capital LLC, with a principal place of business at 135 East 57th Street, 11th Floor, New York, NY 10022 (the "Secured Party") as lender and (ii) that certain Intellectual Property Security Agreement, dated as of June 28, 2012 (the "IP Security Agreement"; and collectively with the General Security Agreement, the "Security Agreement"), entered into between Prior Owner and Secured Party, which IP Security Agreement was recorded at the United States Patent and Trademark Office (x) on July 2, 2012 at Reel 4813 Frame 0381, (y) on January 11, 2013 at Reel 4941 Frame 0616 and (z) on March 3, 2013 at Reel 4979 Frame 0621, Prior Owner granted a security interest in, among other things, the Assigned Assets. Following a default by Prior Owner in connection with the obligations secured by, among other things, the Assigned Assets, the Secured Party has exercised its right to conduct a sale of the Assigned Assets pursuant to Section 9-601 et seq. of the Uniform Commercial Code as enacted in the State of New York, and, in connection therewith, entered into that certain Secured Party Bill of Sale Lot A between Secured Party and New Owner dated the date hereof, pursuant to which the ownership interest in the Assigned Assets, among other things, have been transferred to the New Owner. The Secured Party's security interest in the Assigned Assets granted pursuant to the Security Agreement is hereby released and of no further force or effect.

IN WITNESS WHEREOF, Prior Owner has caused this Notice of Transfer of Ownership in Trademarks to be duly executed as of the date first above written.

TRIM CAPITAL LLC

By: ~~Prime Capital, LLC,~~ *DASH Dachshund LLC*
its Managing Member

By: 

Name: Marc Cummins

Title: ~~Managing Member~~

Authorized Party

5/3/13 11:00 am

U.S. MARKS

Reg. No./ Serial No.	Title of Mark	Classes	Filing Date/Registration Date
2,557,075	SKINNY WATER	5, 32	Registered: April 2, 2002
2,657,057	SKINNY TEA	30	Registered: December 3, 2002
2,657,083	SKINNY JUICE	5, 32	Registered: December 3, 2002
2,576,866	DIET WATER	32	Registered: June 4, 2002
2,650,352	SKINNY COLA	32	Registered: November 12, 2002
3,886,580	SKINNY SMOOTHIE	5, 29, 32	Registered: December 7, 2010
3,937,523	SKINNY WATER SPORT	5, 32	Registered: March 29, 2011
3,992,546	0 CALORIES 0 SUGAR 0 SODIUM 0 GUILT	5, 32	Registered: July 12, 2011
3,895,510	SKINNY SNACKS	29, 30	Registered: December 21, 2010
3,860,344	SKINNY SNACKS	30	Registered: October 12, 2010
3,670,365	SKINNYTINIS + Design	32, 33	Registered: August 18, 2009
3,316,575	SKINNY CAPS	5	Registered: October 23, 2007
77/801,214	SKINNY JAVA	5, 32	Filed: August 10, 2009
77/801,227	SKINNY SHAKE	5	Filed: August 10, 2009
85/117,276	SKINNY WATER NATURAL	5, 32	Filed: August 27, 2010

Reg. No./ Serial No.	Title of Mark	Classes	Filing Date/Registration Date
85/118,608	SKINNY WATER CHILL	5, 32	Filed: August 30, 2010
85/351,407	SKINNY ENERGY	32	Filed: June 21, 2011
85/265,963	SKINNY SODA	5, 32	Filed: March 14, 2011
85/299,628	SKINNY RUSH	32	Filed: April 20, 2011
85/416,375	SKINNY FIZZ	32	Filed: September 7, 2011
85/256,885	SKINNY BOTTLE	5, 32	Filed: March 3, 2011
85/266,376	GREAT TASTE. ZERO GUILT.	5, 32	Filed: March 14, 2011
85/416,367	SKINNY BUBBLES	32	Filed: September 7, 2011
77/942,753	SKINNY BAR	5	Filed: February 23, 2010
85/099,251	SKINNY POWDER	5, 32	Filed: August 3, 2010
85/454,072	SKINNY WITH BENEFITS	45	Filed: October 24, 2011
85/265,996	SKINNY SWEET	30	Filed: March 14, 2011
85/432,599	PURE HYDRATION	32	Filed: September 27, 2011
85/432,583	PURE HYDRATION +	32	Filed: September 27, 2011
85/432,572	PURE HYDRATION PLUS	32	Filed: September 27, 2011
85/256,783	LIVE THE SKINNY LIFE	5, 32	Filed: March 3, 2011

Reg. No./ Serial No.	Title of Mark	Classes	Filing Date/Registration Date
85/378,244	SKINNYTINIS	32, 33	Filed: July 22, 2011
85/371,829	SKINNY SPIRITS	33	Filed: July 14, 2011
85/267,066	SKINNY STRIPS	3	Filed: March 15, 2011
85/402,661	SKINNYLICIOUS	32, 45	Filed: August 19, 2011
85/556,758	SKINNY SHOT	5, 32	Filed: February 29, 2012
85/534,436	SKNY	32, 33	Filed: February 6, 2012
85/674,519	LIFE IS A WORKOUT	5, 32	Filed: July 11, 2012
85/722,907	BODY IN BALANCE	5, 32	Filed: September 7, 2012
85/737,136	SKINNY SPLASH	30, 32	Filed: September 24, 2012
85/866,843	SKINNY SPARKLING	5, 32	Filed: March 5, 2013

1228246

RECORDED: 05/03/2013
RECORDED: 05/29/2013

TRADEMARK
REEL: 005030 FRAME: 0489
TRADEMARK
REEL: 005042 FRAME: 0677