

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
Aviva USA Corporation		05/15/2013	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	Aviva Brands Limited
Street Address:	St. Helen's, 1 Undershaft
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC3P 3DQ
Entity Type:	limited company: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3985196	YOUUMANITY

CORRESPONDENCE DATA

Fax Number: 6023826070
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 6023826337
 Email: pdemello@swlaw.com
 Correspondent Name: Damon L. Boyd, SNELL & WILMER L.L.P.
 Address Line 1: 400 E. Van Buren
 Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	51842.04300
-------------------------	-------------

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Damon L. Boyd

Signature:

/Damon L. Boyd/

Date:

06/20/2013

Total Attachments: 3

source=3985196.TMAsgn#page1.tif

source=3985196.TMAsgn#page2.tif

source=3985196.TMAsgn#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") by and between Aviva USA Corporation ("Assignor"), and Aviva Brands Limited ("Assignee"), is made and entered into effective as of May 15, 2013. Assignor and Assignee are sometimes referred to herein as a "Party" and collectively as the "Parties."

BACKGROUND

- A. Assignee has entered into that certain Stock Purchase Agreement dated December 21, 2012, (the "Purchase Agreement") wherein Assignee agreed to sell all of its shares in Assignor to a third party upon the closing of the Purchase Agreement.
- B. In connection with the Purchase Agreement, Assignee desires to acquire from Assignor, and Assignor desires to transfer to Assignee, the trademark set forth on Schedule A attached hereto (the "Trademarks"), pursuant to this Trademark Assignment.

AGREEMENT

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

1. Transfer of Trademarks. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.
2. Warranty Disclaimer. THE CONVEYANCE OF THE TRADEMARKS HEREUNDER IS MADE "AS-IS, WHERE-IS, WITH ALL FAULTS." EXCEPT AS OTHERWISE PROVIDED, ASSIGNOR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO ANY OF THE TRADEMARKS CONVEYED TO ASSIGNEE HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. Counterparts. This Trademark Assignment may be executed in counterparts, which together will constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be duly executed and effective as of the date set forth in the first paragraph above.

AVIVA USA CORPORATION

By: 

Name: Richard C. Cohan, Jr.

Title: Executive Vice President, General
Counsel & Secretary

AVIVA BRANDS LIMITED

By: 

Name: GEORGE ROY BARLOW

Title: AUTHORIZED SIGNATORY

W012/1873

SCHEDULE A

Trademarks

Trademark	Country	Class	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
YOUMANITY	United States of America	36	Registered	85/166,676	November 1, 2010	3,985,196	June 28, 2011