

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
Super Supplements, Inc.		02/14/2013	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Vitamin Shoppe Mariner, Inc.
Street Address:	2101 91st Street
City:	North Bergen
State/Country:	NEW JERSEY
Postal Code:	07047
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3090067	S
Registration Number:	3886398	S
Registration Number:	3727489	SUPERSUPPLEMENTS
Registration Number:	3799032	SUPERSUPPLEMENTS
Registration Number:	3285545	S SUPERSUPPLEMENTS
Registration Number:	3736761	WELLNESS STARTS HERE

CORRESPONDENCE DATA

Fax Number: 3125801189
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-580-1180
 Email: tmdocket@olsonip.com
 Correspondent Name: OLSON & CEPURITIS, LTD.
 Address Line 1: 20 North Wacker Drive
 Address Line 2: 36th Floor
 Address Line 4: Chicago, ILLINOIS 60606

CH \$165.00 3090067

ATTORNEY DOCKET NUMBER:	300703-999999
NAME OF SUBMITTER:	Zarah D. Latif
Signature:	/zdl/
Date:	07/23/2013
Total Attachments: 4 source=Super Supplements Inc & Vitamin Shoppe Mariner Inc#page1.tif source=Super Supplements Inc & Vitamin Shoppe Mariner Inc#page2.tif source=Super Supplements Inc & Vitamin Shoppe Mariner Inc#page3.tif source=Super Supplements Inc & Vitamin Shoppe Mariner Inc#page4.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of February 14th, 2013, by Super Supplements, Inc., a Washington corporation ("Assignor"), to Vitamin Shoppe Mariner, Inc., a Delaware corporation ("Assignee"). Capitalized terms used herein without definition have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor, John Wurts, Assignee and Vitamin Shoppe, Inc. are parties to an Asset Purchase Agreement, dated as of December 17, 2012 (as it may be amended, modified or supplemented from time to time, the "Purchase Agreement");

WHEREAS, Assignor has adopted, used and is using the trademarks and service marks set forth on Schedule I attached hereto and incorporated by reference herein, which are registered, or for which an application for registration has been filed, in the relevant filing offices of certain jurisdictions as set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks.

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

1. Assignor does hereby convey, transfer, assign and deliver to Assignee, free and clear of all Liens (other than Permitted Liens) and Debt: (i) all right, title and interest of Assignor in and to the Assigned Marks, including all applications, registrations and renewals in connection therewith, together with all goodwill of the business connected with the use thereof and symbolized thereby, (ii) any past, present or future claims or causes of actions arising out of or related to any infringement, dilution or other violation of any of the foregoing, with the right to sue or otherwise recover therefor, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to any of the foregoing, the same to be held and enjoyed by Assignee, and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Effective as of the Closing, Assignor hereby authorizes and requests that the United States Patent and Trademark Office and corresponding authorities in all other relevant jurisdictions where the Assigned Marks are registered, or where applications for registration are pending, record this Assignment.

3. At any time after the Closing Date, Assignor shall execute and deliver such documents as Assignee may reasonably request, or take any additional actions at Assignee's expense, that are necessary to more effectively convey, assign and transfer to Assignee (or to more effectively record or evidence the same) the Assigned Marks.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict provision or rule (whether of such state or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

SUPER SUPPLEMENTS, INC.

By: 
Name: John Wurts
Title: Owner

ASSIGNEE:

VITAMIN SHOPPE MARINER, INC.

By: _____
Name:
Title:

[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.


ASSIGNOR:

SUPER SUPPLEMENTS, INC.

By: _____
Name:
Title:

ASSIGNEE:

VITAMIN SHOPPE MARINER, INC.

By: 
Name: Jean W. Feyolman
Title: Secretary

[Signature Page to Assignment of Trademarks]

SCHEDULE I

Mark	Jurisdiction	Application No. (Filing Date)	Registration No. (Registration Date)
SUPERSUPPLEMENTS	International Bureau (WIPO)	A0017622 (October 28, 2009)	1021418 (October 28, 2009)
S-MAN Logo	United States	78/631,397 (May 17, 2005)	3090067 (May 9, 2006)
S-MAN Logo	United States	85/028,572 (May 3, 2010)	3886398 (December 7, 2010)
SUPERSUPPLEMENTS	United States	77/640,835 (December 29, 2008)	3727489 (December 22, 2009)
SUPERSUPPLEMENTS	United States	77/846,482 (October 12, 2009)	3799032 (June 8, 2010)
S SUPERSUPPLEMENTS & Design	United States	786/300,096 (May 13, 2005)	3285545 (August 28, 2007)
WELLNESS STARTS HERE	United States	77/757,735 (June 11, 2009)	3736761 (January 12, 2010)
SUPERSUPPLEMENTS & Design	India	2145019 (May 16, 2011)	N/A