TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Name of Receiving Party should be changed from "Skinny Nutritional Corporation" to "Skinny Nutritional Corp." previously recorded on Reel 005055 Frame 0548. Assignor(s) hereby confirms the Assignment of entire interest and goodwill..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trim Capital LLC		05/29/2013	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: 36

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:	3316575	SKINNY CAPS
Serial Number:	77801214	SKINNY JAVA

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Serial Number:	77801227	SKINNY SHAKE
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: 2127986358

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

Phone: 212 326 0809

Email: jalbrink@pryorcashman.com

Correspondent Name: Muzamil Huq

Address Line 1: 7 Times Square c/o Pryor Cashman LLP

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	18857.00001
NAME OF SUBMITTER:	

	Muzamil Huq
Signature:	/mhuq/
Date:	01/28/2014

Total Attachments: 13
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MRD 6/21/13

RE 900256526

06/24/2013

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF ASSIGNMENT PURSUANT TO CONSENT ORDER RESOLVING DEBTOR'S REQUEST FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trim Capital LLC		05/29/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Skinny Nutritional Corporation
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: 36

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Registration Number:	3895510	SKINNY SNACKS
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Serial Number:	85416367	SKINNY BUBBLES
Serial Number:	77942753	SKINNY BAR
Serial Number:	85099251	SKINNY POWDER
Serial Number:	85454072	SKINNY WITH BENEFITS
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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: 212-326-0809

Email: jalbrink@pryorcashman.com

Correspondent Name: Muzamil Huq

Address Line 1: 7 Times Square c/o Pryor Cashman LLP

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Muzamil Huq
Signature:	

	/mhuq/
Date:	05/29/2013

Total Attachments: 7
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE ASSIGNMENT RECORDATION BRANCH

Assignment Recordation Branch
Director of the US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

NOTICE OF ASSIGNMENT

Trim Capital LLC ("Trim") hereby requests assignment back to Skinny Nutritional Corporation ("Skinny") of the registrations and applications listed on Exhibit A attached hereto, based on the stipulation by Trim and Skinny that the purported foreclosure on and transfer of the marks to Trim on or about May 3, 2013 were ineffective (*see* attached Consent Order). The Applicant will use the credit card payment option to pay the requisite fee to record this notice to reflect that Skinny was and is the owner of the applicable registrations and applications.

Trim reserves all other rights, remedies and entitlements it holds in connection with the marks and applications including, without limitation, all liens in the marks and applications granted by Skinny to Trim.

Dated: New York, New York
May 29, 2013

Respectfully submitted,

By: /mhuq/
Muzamil Huq

Pryor Cashman LLP
7 Times Square
New York, New York 10036-6569
(212) 421-4100

Attorney for
Trim Capital LLC

1236489 v4
17648.00003

EXHIBIT A

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
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
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
85/674,519	LIFE IS A WORKOUT	5, 32	Filed: July 11, 2012
85/722,907	BODY IN BALANCE	5, 32	Filed: September 07, 2012
85/737,136	SKINNY SPLASH	30, 32	Filed: September 24, 2012
85/866,843	SKINNY SPARKLING	5, 32	Filed: March 05, 2013

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: **SKINNY NUTRITIONAL CORP.,** **Debtor.**	**Chapter 11** **Bankruptcy No. 13-13972 (JKF)**
SKINNY NUTRITIONAL CORP., **Debtor/Plaintiff,** **v.** **TRIM CAPITAL, LLC, a Delaware Limited Liability Company,** **and** **PRIME CAPITAL, LLC, a Delaware Limited Liability Corporation,** **Defendants.**	**Adversary No. 13-279 (JKF)**

CONSENT ORDER
RESOLVING DEBTOR'S REQUEST FOR
TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

Debtor Skinny Nutritional Corp. (the "Debtor") having filed a complaint against defendants Trim Capital, LLC ("Trim"), and Prime Capital, LLC ("Prime"), and having filed a motion for a Temporary Restraining Order, Preliminary and Permanent Injunction ("Motion") [1], and the parties having conferred with each other to resolve the Motion, and having agreed to stipulate to the entry of this Order,

NOW, THEREFORE, IT IS HEREBY STIPULATED BY THE PARTIES, AND ORDERED BY THE COURT, AS FOLLOWS:

[1] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion, the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code") and the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

TRADEMARK
REEL: 005202 FRAME: 0813

1. The purported foreclosure and UCC sale of the Trademarks to Trim on May 3, 2013, was not completed prior to the time of the filing of the Debtor's petition (the "Petition") commencing its chapter 11 case (the "Bankruptcy Case"). Accordingly, as of the time of the Debtor's filing of the Petition at 10:33 a.m. (Eastern Time) in this Court on May 3, 2013 (the "Filing Time"): (i) the purported foreclosure and sale of the Trademarks to Trim, and the purported recordation by Trim in the United States Patent and Trademark Office (the "USPTO") of an assignment of the Trademarks (including any purported release of Trim's liens in the Trademarks arising from or relating to such recordation) and a revocation of a power of attorney (collectively, the "Assignment"), are ineffective, and are deemed ineffective, null and void; (ii) the Debtor is deemed to be the owner of record of all of the Trademarks; and (iii) any liens held by Trim in the Trademarks are restored. Notwithstanding the foregoing provisions of this paragraph, the parties to this Consent Order shall have, and this Consent Order does not impair, change or limit, any or all of their respective rights, title and interest in and to the Trademarks, if any, as of the Filing Time. On or within ten (10) business days after the date of entry of this Consent Order by the Court, Trim and Prime shall take all steps necessary for Trim and Prime to reconvey to the Debtor (subject to Trim's liens, as set forth above), to the extent conveyed by the actions of Prime, Trim or its agents, any interest in the Trademarks that was purported to have been conveyed pursuant to the Assignment recorded in the USPTO; and the filing by Trim in the USPTO of a written withdrawal of the Assignment along with a copy of this Consent Order in the USPTO within such time shall be deemed sufficient to effectuate such reconveyance.

2. Any communications made by or on behalf of Trim to UCF and/or Cott on or between May 3-13, 2013, including the May 4, 2013 correspondence to Cott in connection with or following the claimed foreclosure and UCC sale of the Trademarks to Trim, and/or asserting that Trim was the owner of the Trademarks and entitled to exercise all right, title and interest therein as of the time of any such communications, are ineffective, and are deemed ineffective, null and void.

TRADEMARK
REEL: 005202 FRAME: 0814

3. This Consent Order resolves the Debtor's Motion and its request for temporary, preliminary and permanent injunctive relief with respect to the matters addressed by Paragraphs 1-2 above.

4. Until further order of this Court, Trim and Prime shall not communicate or assert to any person or entity, including, but not limited to, any of the Debtor's vendors, suppliers, bottlers, private brand manufacturers, lenders, or other parties who may be interested in acquiring or financing the Debtors business operations, that either or both of them currently are, or were at the time of the filing of the Debtor's chapter 11 petition, the owners of the Trademarks.

5. Except as provided in Paragraphs 1-2 above, and subject to applicable bankruptcy and non-bankruptcy law, nothing in this Consent Order affects, impairs or otherwise determines the respective right, title and interest of the Debtor, on one hand, and Trim and Prime, and their respective agents, employees, representatives and attorneys, on the other hand, in, under, arising from or relating to the Trademarks. All claims, defenses, rights and remedies of the respective parties are preserved for all purposes.

6. This Consent Order shall not constitute or be construed as (i) the consent of either or both of Trim and Prime to the entry of final judgment by the Bankruptcy Court in this adversary proceeding or in the Bankruptcy Case, (ii) the waiver of any defense that either or both of them has or may have in response to the claims in the Debtor's complaint, or (iii) agreement by either or both of them that any matter asserted in the Debtor's complaint in the above-captioned adversary proceeding is or gives rise to a core proceeding under the Bankruptcy Code.

7. This Consent Order shall not impair, limit or affect any rights of any party to this Consent Order to (i) seek relief in the Bankruptcy Case or any adversary proceeding that may be commenced in connection with the Bankruptcy Case, (ii) to seek relief under applicable law in a court of competent jurisdiction or before any governmental unit, agency or office, or in any arbitration forum

TRADEMARK
REEL: 005202 FRAME: 0815

to which the parties may have subjected themselves (subject to the automatic stay under Section 362 of the Bankruptcy Code, to the extent applicable), and (iii) to assert any claims or defenses that may be available to them in response to or in connection with any requests for relief that may be made by any of the parties to this Consent Order under the preceding clauses (i) and (ii) of this paragraph, or other requests for relief of any nature that may be made by any other person or entity.

8. Neither of the Defendants shall be deemed to have admitted any allegation in the Debtor's complaint or waived any right, claim or counterclaim, or defense arising from, relating to or otherwise respecting the matters alleged in the complaint.

9. Debtor is excused from posting any security or bond pursuant to Rule 65(c) of the Federal Rules of Civil Procedure (made applicable by Bankruptcy Rule 7065) with respect to the matters resolved by Paragraphs 1-2 of this Consent Order.

10. This Consent Order shall not operate or be construed to impose any costs, sanctions or fees against any of the parties to this Consent Order, but the rights of all parties are reserved with respect to this issue.

11. This Consent Order shall remain in force and effect unless and until modified, vacated or rescinded by agreement of the parties or further order of the Court. The Court retains jurisdiction to enforce the terms of this Consent Order.

12. This Order shall be binding upon the parties, their respective successors and assigns, and any trustee that may be appointed for the Debtor.

BY THE COURT:

Dated: May ___, 2013

_____
THE HONORABLE JEAN K. FITZSIMON
United States Bankruptcy Judge

TRADEMARK
REEL: 005202 FRAME: 0816

The undersigned hereby consent to the form, entry and substance of the within Consent Order:

Dated: May 16, 2013

OBERMAYER REBMANN
MAXWELL & HIPPEL LLP

By: _____
Edmond M. George, Esquire
Michael D. Vagnoni, Esquire
One Penn Center, Suite 1900
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103

Proposed Counsel to the Debtor

Dated: May 16, 2013

PRYOR CASHMAN LLP

By: _____
Richard Levy, Jr. Esquire
(*pro hac vice* adm. pending)
7 Times Square
New York, NY 10036-6569

- and -

MARGOLIS EDELSTEIN

By: _____
James E. Huggett, Esquire
Amy Brown, Esquire
The Curtis Center
170 S. Independence Mall W., Suite 400E
Philadelphia, PA 19106-3337

Counsel to the Defendants

Copies to:
Attached Service List

TRADEMARK
REEL: 005202 FRAME: 0817

Service List:

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Michael D. Vagnoni, Esquire
OBERMAYER REBMANN MAXWELL & HIPPEL LLP
One Penn Center, Suite 1900
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Philadelphia, PA 19103

United States Trustee
OFFICE OF THE UNITED STATES TRUSTEE
833 Chestnut Street, Suite 500
Philadelphia, PA 19107

Richard Levy, Jr. Esquire
PRYOR CASHMAN LLP
7 Times Square
New York, NY 10036-6569

James E. Huggett, Esquire
MARGOLIS EDELSTEIN
The Curtis Center
170 S. Independence Mall W., Suite 400E
Philadelphia, PA 19106-3337