

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skinny Nutritional Corp.		03/27/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Skinny Nutritional LLC		
Street Address:	Manufacturers National Bank Building		
Internal Address:	27 North Third Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19106		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	3992546	0 CALORIES 0 SUGAR 0 SODIUM 0 GUILT	
Serial Number:	86046724	BODY IN BALANCE	
Serial Number:	85266376	GREAT TASTE. ZERO GUILT!	
Serial Number:	85256783	LIVE THE SKINNY LIFE	
Serial Number:	85432583	PURE HYDRATION +	
Serial Number:	85416367	SKINNY BUBBLES	
Serial Number:	86046595	SKINNY COLA	
Serial Number:	85416375	SKINNY FIZZ	
Serial Number:	86067902	SKINNY JAVA	
Serial Number:	86045794	SKINNY JUICE	
Serial Number:	85299628	SKINNY RUSH	
Serial Number:	86067924	SKINNY SHAKE	
Serial Number:	86046672	SKINNY SHOT	
Serial Number:	86046687	SKINNY SHOT	
Registration Number:	3886580	SKINNY SMOOTHIE	
Serial Number:	77949882	SKINNY SNACKS	
Serial Number:	77979218	SKINNY SNACKS	
Serial Number:	85265963	SKINNY SODA	
Serial Number:	85866843	SKINNY SPARKLING	
TRADEMARK			

CH \$765.00 3992546

Property Type	Number	Word Mark
Serial Number:	86045787	SKINNY TEA
Registration Number:	4054319	SKINNY TINIS
Serial Number:	86101708	SKINNY WATER PH+
Serial Number:	86101717	SKINNY WATER SPARKLING
Registration Number:	3937523	SKINNY WATER SPORT
Serial Number:	85454072	SKINNY WITH BENEFITS
Serial Number:	85402661	SKINNYLICIOUS
Serial Number:	85378244	SKINNYTINIS
Serial Number:	86220865	SKINNY POWDER
Serial Number:	86220864	SKINNY BAR
Registration Number:	2557075	SKINNY WATER

CORRESPONDENCE DATA

Fax Number: 2159724156

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

Phone: 2159727755

Email: trademarks@saul.com

Correspondent Name: Gregory S. Bernabeo, Esq.

Address Line 1: Centre Square West, 1500 Market Street

Address Line 2: 38th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19102

ATTORNEY DOCKET NUMBER:	366424.00001
NAME OF SUBMITTER:	Gregory S. Bernabeo
SIGNATURE:	/Gregory S. Bernabeo/
DATE SIGNED:	06/19/2014

Total Attachments: 5

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ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY (this "Assignment") is made by Skinny Nutritional Corp., a Nevada corporation, debtor-in-possession under Chapter 11 Case No. 13-13972-jkf, in the United States Bankruptcy Court for the Eastern District of Pennsylvania as Seller (hereinafter referred to as "Assignor") in favor of Skinny Nutritional LLC, a Delaware limited liability company ("Assignee"), as of the 27 day of March, 2014 ("Effective Date").

WHEREAS, this Assignment is being delivered pursuant to that certain Asset Purchase Agreement, dated as of November 15, 2013, by and between the Assignor and the Assignee (the "Purchase Agreement"), pursuant to which Assignee, as Buyer, agreed to purchase certain assets of the Assignor, or Seller. Capitalized terms used herein and not defined herein shall have the meaning given such terms in the Purchase Agreement.

WHEREAS, Assignor is the owner of certain Intellectual Property, including property arising from or in respect of the following: (i) all patents and applications therefor, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, (ii) all trademarks, service marks, trade names (including the names "Skinny Water and Skinny Nutritional"), service names, brand names, all trade dress rights, logos, Internet domain names and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, (iii) copyrights and registrations and applications therefor and works of authorship, and mask work rights, and (iv) all software of Sellers.

WHEREAS, the Assignee is desirous of acquiring ownership in and to all Intellectual Property of the Seller ("Purchased Intellectual Property"), including, without limitation, the United States registered and common law trademarks, service marks, trade names or logos of the Assignor or any of its Affiliates (the "Marks"), and any patents and pending patent applications, and any of the URLs or domain names associated with the foregoing and any translations, adaptations, derivations or combinations of any of the foregoing and all goodwill associated with any of the foregoing and all other Intellectual Property, and all rights owned by Seller with respect to any of the foregoing, remedies against past and current infringement, misappropriation or other unauthorized use thereof and rights to protection of interests therein under the applicable laws of all jurisdictions.

WHEREAS, Assignor is the owner of the Intellectual Property and is desirous of conveying ownership of the Intellectual Property to Assignee.

WHEREAS, this is the general assignment of Purchased Intellectual Property contemplated to be delivered by Assignor ("Seller" in the Purchase Agreement) to Assignee ("Buyer" in the Purchase Agreement) pursuant to the terms of the Purchase Agreement.

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN:

I. Be it known that for and in consideration of the sum of the payment of the Purchase Price (as defined in the Purchase Agreement), together with ONE DOLLAR (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor by these presents does hereby sell, assign and transfer to said Assignee the entire right, title and interest in and to the Intellectual Property, including, but not limited to, that referenced on the Schedule A hereto, free and clear of any liens, including that part of the goodwill of the business connected with the use of and symbolized by the Marks, together with all rights and privileges granted and secured by the Intellectual Property, including, without limitation, the right to receive income, royalties and damages hereafter due or payable to the Assignor with respect to the Intellectual Property and the right to sue and recover for any past, present or future infringement, said rights to be held and enjoyed by said Assignee, for Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment had not been made.

II. Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing or vesting in Assignee full right, title and interest in the Intellectual Property.

III. This assignment is executed and delivered pursuant to the Purchase Agreement and it is expressly understood that this Assignment is not intended in any manner to supersede, amend, modify, enlarge or limit any of the provisions contained in the Purchase Agreement. In the event of any conflict between a provision hereof and a provision of the Purchase Agreement, the provision of the Purchase Agreement shall prevail.

IV. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Purchased Intellectual Property shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws thereof.

[Signatures begin on next page]

IN WITNESS WHEREOF, each Assignor has caused its duly authorized officer to execute this Assignment of Purchased Intellectual Property as of the Effective Date.

ASSIGNOR

By: SKINNY-NUTRITIONAL CORP.

By: [Signature]

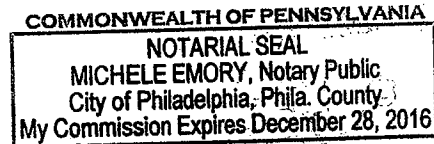
Name:

Title:

STATE OF PENNSYLVANIA)
) SS
COUNTY OF Philadelphia)

Subscribed and sworn to before me this 27th day of March, 2014.

[Signature]
Notary Public
My Commission Expires: 12/29/16



ACKNOWLEDGED BY ASSIGNEE:

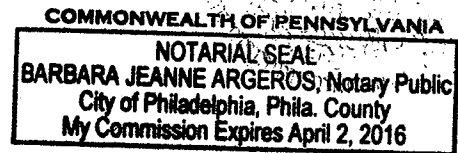
By: SKINNY NUTRITIONAL, LLC

By: [Signature]
Name: MARK A. TARRANT
Title:

STATE OF PENNSYLVANIA)
) SS
COUNTY OF Philadelphia)

Subscribed and sworn to before me this 27th day of March, 2014.

[Signature]
Notary Public
My Commission Expires: 4-2-16



Execution Page - Assignment of Purchased Intellectual Property

ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY

Schedule A

U.S. Trademarks	Application No.	Registration No.
0 CALORIES 0 SUGAR 0 SODIUM 0 GUILT	85/117765	3,992,546
BODY IN BALANCE	85/722907	
BODY IN BALANCE	86/046724	
DIET WATER	76/192471	2,576,866
GET THE SKINNY	85/251790	
GREAT TASTE. ZERO GUILT.	85/266376	
LIFE IS A WORKOUT	85/175830	
LIFE IS A WORKOUT	85/674519	
LIVE THE SKINNY LIFE	85/256783	
PH+	85/307537	
PURE HYDRATION	85/432599	
PURE HYDRATION +	85/432583	
PURE HYDRATION PLUS	85/432572	
SKINNY BAR	77/942753	
SKINNY BOTTLE	85/256885	
SKINNY BUBBLES	85/416367	
SKINNY CAPS	77/100213	3,316,575
SKINNY CEREAL	77/326673	
SKINNY CHIPS	85/193075	
SKINNY COCKTAILS	85/371811	
SKINNY COLA	76/173878	2,650,352
SKINNY COLA	86/046595	
SKINNY COSMO	85/276879	
SKINNY DAIQUIRI	85/359088	
SKINNY ENERGY	85/351407	
SKINNY FIZZ	85/416375	
SKINNY ICE POPS	85/334094	
SKINNY JAVA	78/734027	
SKINNY JAVA	77/801214	
SKINNY JAVA	86/067902	
SKINNY JAVO	77/836910	
SKINNY JUICE	76/208424	2,657,083
SKINNY JUICE	86/045794	
SKINNY MARGARITA	85/368823	
SKINNY MEALS	85/399103	
SKINNY MINIS	85/313482	
SKINNY MOJITO	85/314328	
SKINNY POWDER	85/099251	
SKINNY RUSH	85/299628	
SKINNY SHAKE	76/192470	2,743,268
SKINNY SHAKE	77/801227	
SKINNY SHAKE	86/067924	
SKINNY SHOT	77/294601	

U.S. Trademarks	Application No.	Registration No.
SKINNY SHOT	85/141109	
SKINNY SHOT	85/556758	
SKINNY SHOT	86/046672	
SKINNY SHOT	86/046687	
SKINNY SMOOTHIE	77/145760	3,886,580
SKINNY SNACKS	77/185768	
SKINNY SNACKS	77/949882	3,860,344
SKINNY SNACKS	77/979218	3,895,510
SKINNY SNACKS and Design	77/174370	
SKINNY SODA	77/125090	
SKINNY SODA	85/265963	
SKINNY SPA	77/880989	
SKINNY SPARKLING	85/866843	
SKINNY SPIRITS	85/371829	
SKINNY SPLASH	85/737136	
SKINNY SPORT	77/853536	
SKINNY STRIPS	85/267066	
SKINNY SWEET	85/265996	
SKINNY TEA	76/187804	2,657,057
SKINNY TEA	86/045787	
SKINNY TINIS and Design	78/983718	4,054,319
SKINNY WATER	76/008776	2,557,075
SKINNY WATER and Design	85/316805	
SKINNY WATER CHILL	85/118608	
SKINNY WATER NATURAL	85/117276	
SKINNY WATER PH+	86/101708	
SKINNY WATER SPARKLING	86/101717	
SKINNY WATER SPORT	85/092594	3,937,523
SKINNY WATER ZERO	77/884507	
SKINNY WITH BENEFITS	85/454072	
SKINNY YOGURT	85/280198	
SKINNYLICIOUS	85/402661	
SKINNYTINIS	85/378244	
SKNY	85/534436	
SLENDER WATER	78/614310	
ULTIMATE ZERO	77/950859	
WEIGHT CONTROL ON THE GO!	77/174779	
SKINNY POWDER	86/220865	
SKINNY BAR	86/220864	