

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308190

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|-----------------------------------|--|-------------------------------------|---------------------|
| 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
source=Skinny Nutritional Assignment#page1.tif
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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]

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 | |