

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Magic Pill Inc.		10/06/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Spartan Brands, Inc.		
Street Address:	451 Park Avenue South		
Internal Address:	Fifth Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4167340	LIQUID LUNCH	
CORRESPONDENCE DATA			
Fax Number:	2122168001		
<i>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.</i>			
Phone:	212-216-8000		
Email:	docket@tarterkrinsky.com		
Correspondent Name:	Tarter Krinsky & Drogin LLP		
Address Line 1:	1350 Broadway		
Address Line 2:	11th Floor		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Edward Longobardi		
SIGNATURE:	/Edward Longobardi/		
DATE SIGNED:	11/10/2014		
Total Attachments: 2			
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LIQUID LUNCH**Trademark Assignment**

This Trademark Assignment, effective as of October 2, 2014 ("Effective Date"), is between The Magic Pill Inc., a Melbourne Beach, Florida business ("Assignor"), and Spartan Brands, Inc., a New York corporation ("Assignee").

WHEREAS, Assignors are the owners of all of the right, title and interest in and to the trademark LIQUID LUNCH (the "Mark"), and the goodwill associated with the Mark, and desires to assign, transfer and sell to Assignee the Mark and the goodwill associated therewith; and

WHEREAS, Assignors represents and warrants that it has not transferred or licensed the Mark, or any rights, interests or portions of the Mark to any party or entity; and

WHEREAS, Assignors agrees to assign, transfer and sell to Assignee, Assignors' entire right, title and interest in the Mark and the goodwill associated therewith to Assignee; and Assignee agrees to acquire Assignors' entire right, title, and interest in and to the Mark and the goodwill associated therewith.

NOW, THEREFORE, for Two Thousand Dollars (\$2,000.00) and other fair and good consideration, Assignors, as of the Effective Date, hereby assigns, transfers and sells to Assignee, its successors, and assigns, Assignors' entire right, title and interest in and to the Mark and the goodwill associated with the Mark and any registration resulting therefrom, as well as any renewals thereof, solely with respect to the Mark, all royalties, damages, and payments now or hereafter due or payable, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights, including the goodwill,

corresponding thereto throughout the respective countries where Assignors holds rights in the Mark.

Assignors, as of the Effective Date, agrees to immediately cease using the Mark except as otherwise provided by Spartan Brands, Inc., and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

WHEREFORE, Assignors has duly executed this Trademark Assignment on the date indicated below.

Magic Pill Inc.

By: [Signature]

Name: Mr. Richard Martis

Title: President

Date: 10/6/14

Dated: October 6th, 2014

Sworn and subscribed to me this 6th day of October 2014

[Signature]
NOTARY PUBLIC

