

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United States Nutrition, Inc.		04/17/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ben Glinsky		
Street Address:	1140 South Coast Highway 101		
City:	Encinitas		
State/Country:	CALIFORNIA		
Postal Code:	92024		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1652121	ULTRA TRIM DOWN	
CORRESPONDENCE DATA			
Fax Number:	7609428515		
<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>			
Email:	trademarks@coastlawgroup.com		
Correspondent Name:	Seyamack Kouretchian		
Address Line 1:	1140 South Coast Highway 101		
Address Line 4:	Encinitas, CALIFORNIA 92024		
ATTORNEY DOCKET NUMBER:	ULTRA TRIM DOWN		
NAME OF SUBMITTER:	Sean Flaherty		
SIGNATURE:	/Sean Flaherty/		
DATE SIGNED:	04/23/2015		
Total Attachments: 5			
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OP \$40.00 1652121

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Agreement"), dated as of April 17, 2015 (the "Effective Date") is from United States Nutrition, Inc., a Delaware corporation ("Assignor") to Ben Glinsky, an individual ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark and trademark applications described in Exhibit A (the "Trademark") attached hereto, together with all related goodwill; and

WHEREAS, Assignor desires to transfer the Trademark to Assignee.

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors, heirs, and assigns all right, title and interest in and to the Trademark, together with all related goodwill, and including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to sue for past and future infringement and the right to the goodwill of the business connected with the use of and symbolized by the Trademark.
2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary for Assignee to perfect the transfer of rights set forth herein.
3. Consideration. The Assignee shall pay the Assignor \$6,000.00 (USD) in consideration for the assignment made in this Agreement.
4. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.
5. Warranty. Assignor represents and warrants to the Assignee that the Assignor: (i) is the sole owner of all rights, title and interest in the Trademark; (ii) has not assigned, transferred, licensed, pledged or otherwise encumbered the Trademark or agreed to do so; (iii) has full power and authority to enter into this Agreement and to make the assignment in this Agreement, (iv) is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Trademark; (v) was not acting within the scope of employment by any third party when conceiving, creating or otherwise performing any activity with respect to anything purportedly assigned in this Agreement; (vi) is not and has never been aware of any questions or challenges with respect to the validity of the Trademark; and (vii) will cooperate fully and make all records and personnel available to Assignee in the event the Trademark is the subject of litigation.
6. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of California, United States of America.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

8. Severability. If any provision of this Agreement shall be adjudged unenforceable or invalid, that provision shall be void to the extent necessary, and the remainder of the Agreement shall remain enforceable.

9. Miscellaneous. This Agreement is not assignable or transferable by Assignor without the prior written consent of the Assignee; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten (10) days' notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.

The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Agreement are confidential to the Assignee and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by Assignor without the Assignee's prior written approval; however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment of Trademark as of the Effective Date.

[Signature Page to Follows]

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[Signature Page to Follows]

"Assignee"

Ben Glinsky

6671 W. WINDYBROOK RD

(street)

JUPITER, FL 33458 # 50-291

(city, state)

Signature: 

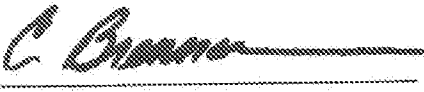
Name: Ben Glinsky

"Assignor"

UNITED STATES NUTRITION, INC.

2100 Smithtown Ave.

Ronkonkoma, New York, 11779

Signature: 

Name: Christopher Brennan

Title: Sr. Vice President & General Counsel

EXHIBIT A

<u>Trademark</u>	<u>Country</u>	<u>Reg. or App. Number</u>
ULTRA TRIM DOWN	USA	Reg. No. 1652121

<u>Reg. or App. Number</u>	<u>Country</u>	<u>Trademark</u>
Reg. No. 1594838	USA	TRIM DOWN

EXHIBIT A