TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343393

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VPI Holding Co.		06/03/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Live Happy, LLC
Street Address:	4004 Beltline Road, Suite 112
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85643569	LIVE HAPPY NOW
Serial Number:	85932155	LIVE HAPPY
Serial Number:	85932164	LIVE HAPPY
Serial Number:	85932193	LIVE HAPPY
Serial Number:	85932201	LIVE HAPPY

CORRESPONDENCE DATA

Fax Number: 2149993623

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: 214-999-4682
Email: ip@gardere.com
Correspondent Name: Lisa R. Hemphill/Gardere Wynne Sewell
Address Line 1: 1601 Elm Street, Suite 3000
Address Line 4: Dallas, TEXAS 75201-4761

ATTORNEY DOCKET NUMBER:	138208-3004
NAME OF SUBMITTER:	Lisa R. Hemphill
SIGNATURE:	/Lisa R. Hemphill/
DATE SIGNED:	06/03/2015
Total Attachments: 1	

OP $140.00 85643569

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TRADEMARKS ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of June 3, 2015 (the "Effective Date"), by **VPI HOLDING CO.**, a Delaware corporation ("Assignor") and **LIVE HAPPY, LLC**, a Texas limited liability company, having an address at 4004 Beltline Road, Suite 112, Addison, Texas 75001 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest, in and to the U.S. Application Serial Nos. set for below:

85/643569 LIVE HAPPY NOW in Class 16, 41
85/932155 LIVE HAPPY in Class 09
85/932164 LIVE HAPPY in Class 16
85/932193 LIVE HAPPY in Class 35
85/932201 LIVE HAPPY in Class 41, 45

currently pending before the U.S. Patent and Trademark Office (hereinafter the "Marks"), and all associated common law rights and goodwill of the business associated with or symbolized by the Marks; and

WHEREAS, Assignee wishes to acquire any and all rights Assignor has in and to the Marks, together with any goodwill of the business in connection with which the Marks are used or may be used and which is symbolized by the Marks, and all associated common law rights of such Assignor in the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign and convey to Assignee, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business in connection with which such Marks are used or may be used, and which is symbolized by such Marks, and any and all associated common law rights, statutory and other rights of Assignor in such Marks. For the United States Application Serial Nos. 85/643569, 85/932155, 85/932164, 85/932193, and 85/932201 for registration based on an intent to use, with no statement or amendment alleging use having been filed with the U.S. Patent and Trademark Office, Assignee is the successor to that portion of the Assignor's ongoing and existing business to which the Marks in the application pertains as required by 15 U.S.C. § 1060.

Assignor further hereby unconditionally and irrevocably sells, grants, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in all to all goods and proceeds of the Marks and the goodwill of the business associated with or symbolized by the Marks (including, without limitation, all associated common law, statutory and other rights in the Marks), asserts, against any third parties for past, present or future misappropriation or infringement of any of the foregoing or of the Marks or the goodwill of the business associated with or symbolized by the Marks, together with the right to sue and recover the same in the Assignee's own name, to have and to hold the same for Assignee's own use and benefit and for the benefit and for the benefit of Assignee's successors, assigns, and legal representatives.

Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments necessary, and to perform any other reasonable acts Assignee may require, in order to fully vest in Assignee all of Assignor's right, title and interest in and to the Marks, and all associated common law rights and goodwill.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 3rd day of June, 2015.

VPI HOLDING CO.

By: _____

Name: David Rapier

Title: CFO

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