

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM355551

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nutrisystem, Inc.		09/17/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NSI Cash Management, Inc.
Street Address:	1011 CENTRE ROAD
Internal Address:	SUITE 310
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19805
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4708777	NUMI
Registration Number:	4641923	NUMI
Registration Number:	4641924	NUMI
Registration Number:	4641925	NUMI
Registration Number:	4724351	NUMI BY NUTRISYSTEM
Registration Number:	4660410	NUMI BY NUTRISYSTEM
Registration Number:	4653704	NUMI BY NUTRISYSTEM
Registration Number:	4769233	NUMI BY NUTRISYSTEM
Registration Number:	4708779	NU MI
Registration Number:	4641928	NU MI
Registration Number:	4641929	NU MI
Registration Number:	4653623	NU MI
Serial Number:	85893902	NUMI
Serial Number:	85895664	NU MI
Serial Number:	85939947	NUMI BY NUTRISYSTEM

CORRESPONDENCE DATA

Fax Number: 8567798716

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 856-779-8700
Email: tszuhaj@beckermeisel.com
Correspondent Name: Timothy J. Szuhaj
Address Line 1: 220 Lake Drive East
Address Line 2: Suite 102
Address Line 4: Cherry Hill, NEW JERSEY 08002

NAME OF SUBMITTER:	Timothy J. Szuhaj
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SIGNATURE:	/Timothy J. Szuhaj/
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DATE SIGNED:	09/18/2015
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Total Attachments: 12

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Trademark Assignment*"), dated as of September 17, 2015, is made by NUTRISYSTEM, INC., a Delaware corporation ("*Assignor*"), in favor of NSI CASH MANAGEMENT, INC., a Delaware corporation ("*Assignee*").

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "*Assigned Trademarks*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one

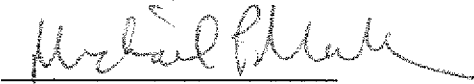
and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

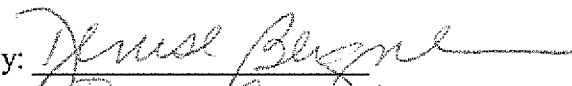
5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

NUTRISYSTEM, INC.

By: 
Name: Michael P. Mohanna
Title: EVP Administration & CFO

AGREED TO AND ACCEPTED:
NSI CASH MANAGEMENT, INC.

By: 
Name: Denise Berger
Title: Vice President / Secretary

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

INTERNATIONAL REGISTRATION

NU MI (CTM)12200143	CLASSES 9,16,38,41,42 &44	REGISTERED 3/6/14
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U.S. REGISTRATIONS

MARK	REGISTRATION NO.	CLASS	REGISTRATION DATE	DESCRIPTION
NuMi	4,708,777	9	3/24/15	DOWNLOADABLE SOFTWARE IN THE NATURE OF MOBILE APPLICATION THAT PROVIDES ACCESS TO INFORMATION, ADVICE, FOOD DATABASES IN THE FIELDS OF DIET, WEIGHT LOSS AND DIET PLANNING; ELECTRONICS, NAMELY, CALCULATORS, PEDOMETERS, DIARIES AND DAY PLANNERS; FOOD AND BODY WEIGHING APPARATUS; COMPUTER SOFTWARE FOR CALCULATING FOOD INTAKE AND PHYSICAL

				ACTIVITY
NuMi	4,641,923	38	11/18/14	PROVIDING ONLINE FORUMS FOR TRANSMISSION OF MESSAGES AMONG COMPUTER AND MOBILE DEVICE USERS CONCERNING THE TOPICS OF DIET, WEIGHT LOSS, DIET PLANNING, AND WEIGHT MANAGEMENT
NuMi	4,641,924	41	11/18/2014	PERSONAL COACHING SERVICES, PROVIDED ON AN INDIVIDUAL BASIS, IN THE FIELDS OF WEIGHT CONTROL AND DIETING

NuMi	4,641,925	44	11/18/2014	PROVIDING WEIGHT REDUCTION PLANNING, TREATMENT AND SUPERVISION THROUGH WEIGHT REDUCTION PROGRAMS FEATURING COUNSELING, CREATING DIET REGIMES; PROVIDING ADVICE, CONSULTATION AND INFORMATION IN THE FIELD OF WEIGHT CONTROL; PROVIDING ONLINE ASSISTANCE, SUPPORT, MOTIVATION, AND GOAL TRACKING TO INDIVIDUALS TO HELP THEM ACHIEVE WEIGHT LOSS AND MAINTENANCE
NuMi by Nutrisystem	4,724,351	9	4/21/2015	DOWNLOADABLE SOFTWARE IN THE NATURE OF MOBILE APPLICATION THAT PROVIDES ACCESS TO INFORMATION, ADVICE, FOOD DATABASES IN THE

				FIELDS OF DIET, WEIGHT LOSS AND DIET PLANNING; ELECTRONICS, NAMELY, CALCULATORS, PEDOMETERS, DIARIES AND DAY PLANNERS; FOOD AND BODY WEIGHING APPARATUS; COMPUTER SOFTWARE FOR CALCULATING FOOD INTAKE AND PHYSICAL ACTIVITY
NuMi by Nutrisystem	4,660,410	38	12/23/2014	PROVIDING ONLINE FORUMS FOR TRANSMISSION OF MESSAGES AMONG COMPUTER AND MOBILE DEVICE USERS CONCERNING THE TOPICS OF DIET, WEIGHT LOSS, DIET PLANNING, AND WEIGHT MANAGEMENT
NuMi by Nutrisystem	4,653,704	41	12/09/2014	PERSONAL COACHING SERVICES, PROVIDED ON AN INDIVIDUAL BASIS, IN THE FIELDS OF WEIGHT CONTROL AND DIETING

NuMi by Nutrisystem	4,769,233	44	7/7/2015	PROVIDING WEIGHT REDUCTION PLANNING, TREATMENT AND SUPERVISION THROUGH WEIGHT REDUCTION PROGRAMS FEATURING COUNSELING, CREATING DIET REGIMES; PROVIDING ADVICE, CONSULTATION AND INFORMATION IN THE FIELD OF WEIGHT CONTROL; PROVIDING ONLINE ASSISTANCE, SUPPORT, MOTIVATION, AND GOAL TRACKING TO INDIVIDUALS TO HELP THEM ACHIEVE WEIGHT LOSS AND MAINTENANCE

<p>NU Mi Gem Logo</p>	<p>4,708,779</p>	<p>9</p>	<p>3/24/2015</p>	<p>DOWNLOADABLE SOFTWARE IN THE NATURE OF MOBILE APPLICATION THAT PROVIDES ACCESS TO INFORMATION, ADVICE, FOOD DATABASES IN THE FIELDS OF DIET, WEIGHT LOSS AND DIET PLANNING; ELECTRONICS, NAMELY, CALCULATORS, PEDOMETERS, DIARIES AND DAY PLANNERS; FOOD AND BODY WEIGHING APPARATUS; COMPUTER SOFTWARE FOR CALCULATING FOOD INTAKE AND PHYSICAL ACTIVITY</p>
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NU Mi Gem Logo	4,641,928	38	11/18/2014	PROVIDING ONLINE FORUMS FOR TRANSMISSION OF MESSAGES AMONG COMPUTER AND MOBILE DEVICE USERS CONCERNING THE TOPICS OF DIET, WEIGHT LOSS, DIET PLANNING, AND WEIGHT MANAGEMENT
NU Mi Gem Logo	4,641,929	41	11/18/2014	PERSONAL COACHING SERVICES, PROVIDED ON AN INDIVIDUAL BASIS, IN THE FIELDS OF WEIGHT CONTROL AND DIETING
NU Mi Gem Logo	4,653,623	44	12/9/14	PROVIDING WEIGHT REDUCTION PLANNING, TREATMENT AND SUPERVISION THROUGH WEIGHT REDUCTION PROGRAMS FEATURING COUNSELING, CREATING DIET

				REGIMES; PROVIDING ADVICE, CONSULTATION AND INFORMATION IN THE FIELD OF WEIGHT CONTROL; PROVIDING ONLINE ASSISTANCE, SUPPORT, MOTIVATION, AND GOAL TRACKING TO INDIVIDUALS TO HELP THEM ACHIEVE WEIGHT LOSS AND MAINTENANCE
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II. PENDING U.S. APPLICATIONS

MARK	APPLICATION NO.	CLASS	FILING DATE	DESCRIPTION
NuMi	85-893902	16	4/5/2013	PRINTED MATERIALS, NAMELY, INSTRUCTIONAL MANUALS, REFERENCE AND RESOURCE MATERIALS, FEATURING INFORMATION IN THE AREAS OF WEIGHT CONTROL AND DIETING; CALENDARS, AND DIARIES FOR USE IN DIETING AND

				WEIGHT CONTROL
NU Mi Gem Logo	85-895664	16	4/5/2013	PRINTED MATERIALS, NAMELY, INSTRUCTIONAL MANUALS, REFERENCE AND RESOURCE MATERIALS, FEATURING INFORMATION IN THE AREAS OF WEIGHT CONTROL AND DIETING; CALENDARS, AND DIARIES FOR USE IN DIETING AND WEIGHT CONTROL
Nu Mi by Nutrisystem	85-939947	16	5/22/2013	PRINTED MATERIALS, NAMELY, INSTRUCTIONAL MANUALS, REFERENCE AND RESOURCE MATERIALS, FEATURING INFORMATION IN THE AREAS OF WEIGHT CONTROL AND DIETING; CALENDARS, AND DIARIES FOR USE IN DIETING AND WEIGHT CONTROL

INTERNATIONAL PENDING REGISTRATIONS

NU MI GEM & DESIGN (CANADA)	CLASSES 9,16,38,41,42 & 44	APPLICATION FILED 10/4/13
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WELO DOMAINS

NS WELO Domains Purchased	Registration Date	Expiration Date	Registrar
weelo.com	1/9/2013	6/20/2016	Mark Monitor
we-lo.com	8/2/2013	8/2/2016	Network Solutions

NUMI DOMAINS

NS NUME/NUMI/VILO Domains Purchased	Registration Date	Expiration Date	Registrar
numi.com	4/4/2013	1/18/2018	Network Solutions (Digital Acct)
responsivediet.com	3/12/2014	3/12/2017	GoDaddy
responsivedieting.com	3/12/2014	3/12/2017	GoDaddy
responsivedietplan.com	3/12/2014	3/12/2017	GoDaddy
responsivedietingplan.com	3/12/2014	3/12/2017	GoDaddy
theresponsivediet.com	3/12/2014	3/12/2017	GoDaddy
numiresponsivediet.com	3/12/2014	3/12/2017	GoDaddy