

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM358346

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VPI Holding Co.		10/12/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Live Happy, LLC		
<b>Street Address:</b>	4006 Beltline Road, Suite 100		
<b>City:</b>	Addison		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4506118	LIVE HAPPY	
<b>Registration Number:</b>	3937622	LIVE HAPPY	
<b>Registration Number:</b>	3973183	LIVE HAPPY	
<b>Registration Number:</b>	4791057	LIVE HAPPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149993623		
<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>			
<b>Phone:</b>	214.999.4682		
<b>Email:</b>	ip@gardere.com, lhemphill@gardere.com		
<b>Correspondent Name:</b>	Lisa Hemphill/Gardere Wynne Sewell LLP		
<b>Address Line 1:</b>	1601 Elm Street, Suite 3000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	140257-3005		
<b>NAME OF SUBMITTER:</b>	Lisa R. Hemphill		
<b>SIGNATURE:</b>	/Lisa R. Hemphill/		
<b>DATE SIGNED:</b>	10/12/2015		
<b>Total Attachments: 1</b>			
source=LIVE HAPPY Assignment of LIVE HAPPY Registrations (10-12-15)#page1.tif			

OP \$115.00 4506118

## TRADEMARK/SERVICE MARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** ("Assignment") is effective as of October 12, 2015 between **VPI HOLDING CO.**, a Delaware corporation, having a business address at 200 Swisher Road, Lake Dallas, Texas 75065 (hereinafter "ASSIGNOR") and **LIVE HAPPY, LLC**, a Texas limited liability company, having a business address at 4006 Beltline Road, Suite 100, Addison, Texas 75001 (hereinafter "ASSIGNEE").

**WHEREAS**, ASSIGNOR, or its related company or licensee, has adopted, used and is using the trademark and service mark **LIVE HAPPY** (hereinafter the "Marks") for various goods and services and said Marks are registered in the United States Patent and Trademark Office under the registration numbers set forth below:

Mark	Application No.	Registration No.
LIVE HAPPY	85/637771	4,506,118
LIVE HAPPY	85/093776	3,937,622
LIVE HAPPY	85/093782	3,973,183
LIVE HAPPY	85/932174	4,791,057

**WHEREAS**, ASSIGNEE wishes to acquire any and all rights Assignor has in and to the Marks and the registrations, 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, and the above-identified registrations, together with the goodwill of the business in connection with which such Marks are 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.

Assignor further hereby unconditionally and irrevocably sells, grants, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest 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 12<sup>th</sup> day of October, 2015.

VPI HOLDING CO.

By:   
David Rapier, CFO