

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM365988

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.		12/16/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Live Happy, LLC		
Street Address:	4004 Beltline Road, Suite 120		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85932186	LIVE HAPPY	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	214.99.4682		
Email:	ip@gardere.com, lhemphill@gardere.com		
Correspondent Name:	Lisa R. Hemphill/Gardere Wynne Sewell		
Address Line 1:	1601 Elm Street, Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	140257-3010		
NAME OF SUBMITTER:	Lisa R. Hemphill		
SIGNATURE:	/Lisa R. Hemphill/		
DATE SIGNED:	12/16/2015		
Total Attachments: 1			
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OP \$40.00 85932186

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of December 16, 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 120, Addison, Texas 75001 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest, in and to the U.S. Application Serial No. 85/932186 for LIVE HAPPY in Class 21 currently pending before the U.S. Patent and Trademark Office (hereinafter the "Mark"), and all associated common law rights and goodwill of the business associated with or symbolized by the Mark; and

WHEREAS, Assignee wishes to acquire any and all rights Assignor has in and to the Mark, together with any goodwill of the business in connection with which the Mark is used or may be used and which is symbolized by the Mark, 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 Mark, together with the goodwill of the business in connection with which such Mark is used or may be used, and which is symbolized by such Mark, and any and all associated common law rights, statutory and other rights of Assignor in such Mark. For the United States Application Serial No. 85/932186 for registration based on an intent to use, with the Statement of Use having been filed with the U.S. Patent and Trademark Office and accepted, Assignee is the successor to that portion of the Assignor's ongoing and existing business to which the Mark 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 Mark and the goodwill of the business associated with or symbolized by the Mark (including, without limitation, all associated common law, statutory and other rights in the Mark), asserts, against any third parties for past, present or future misappropriation or infringement of any of the foregoing or of the Mark or the goodwill of the business associated with or symbolized by the Mark, 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 16th day of December, 2015.

VPI HOLDING CO.

By: David J. Rapier

Name: David J. Rapier

Title: CFO