

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451569

<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>
SBD Holdings Group Corp		12/17/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nutrisystem SBD, LLC		
<b>Street Address:</b>	600 Office Center Drive		
<b>City:</b>	Fort Washington		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19034		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3588906	SOUTH BEACH LIVING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	215-569-2586		
<b>Email:</b>	trademarks@klehr.com		
<b>Correspondent Name:</b>	Lisa A. Lori		
<b>Address Line 1:</b>	1835 Market Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Lisa A. Lori		
<b>SIGNATURE:</b>	/Lisa A. Lori/		
<b>DATE SIGNED:</b>	11/20/2017		
<b>Total Attachments: 27</b>			
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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made and entered into as of December 17, 2015 ("Effective Date") by and between SBD Holdings Group Corp., a Delaware corporation, located at 24311 Walden Center Dr., Suite 200, Bonita Springs, FL 34134 ("Assignor"), and Nutrisystem SBD, LLC, a Delaware limited liability company, located at Fort Washington Executive Center, 600 Office Center Drive, Fort Washington, PA 19034 ("Assignee"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 17, 2015, by and among Assignor and Assignee (the "Purchase Agreement"), Assignor has sold to Assignee the Purchased Assets;

WHEREAS, the Purchased Assets include, among other assets, the Trademarks (as defined in Section 1 below) and Domains (as defined in Section 2 below), together with any and all goodwill associated with any of the foregoing (the "Intellectual Property");

WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property, such that Assignee will be the owner of the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows, effective immediately:

1. Assignor hereby irrevocably sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, collective membership marks, logos, other similar designations of source, all registrations and recordings thereof, and all applications filed in connection therewith (the "Trademarks") included in the Purchased Assets, including the trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill that is symbolized by such Trademarks, and further including any and all (i) renewal rights in respect of such Trademarks, (ii) rights to obtain registrations of such Trademarks in the United States and throughout the world, (iii) all income, royalties and proceeds arising out of any of the foregoing (other than the right to receive payments contemplated by Section 1.2(d) of the Purchase Agreement) and (iv) the unrestricted right to seek enforcement of any and all intellectual property rights granted herein and under the law to the fullest extent, including the right to sue for and recover any and all damages and profits, the right to file for injunctive relief and the right to seek any and all other remedies for past, present and future infringements, dilutions, or violations thereof against third parties, all in Assignee's sole name.

2. Assignor hereby irrevocably sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to all the domain names (the "Domains") listed on Schedule B hereto, including statutory and contractual

rights, all registrations that have been or may be granted thereon, and all applications for registrations thereof.

3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor takes in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Intellectual Property with, for example, the United States Patent and Trademark Office (or any corresponding foreign entity or agency); provided, however, that it being understood that Assignor shall not be required to (i) commence any litigation in connection with this Section 3; or (ii) expend money in connection with this Section 3. With respect to the Domains, such actions may include assisting Assignee in changing the technical and administrative contact information for the Domains with the applicable domain name registrars to such information of Assignee's choice, releasing any "lock" placed on the Domains, obtaining the authorization code and providing that code to Assignee, and/or confirming the requested transfer upon receipt of a request to do so from the registrar used by Assignee for the transfer of the Domains.

4. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. For the avoidance of doubt, the Trademarks and Domains shall not include any Excluded Intellectual Property.

5. This Assignment may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Assignment, its construction, and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

\* \* \* \* \*

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Assignor and Assignee as of the date first above written.

ASSIGNEE:

NUTRISYSTEM SBD, LLC

By: Michael P. Monahan

Name: Michael P. Monahan

Title: Executive Vice President & CFO

ASSIGNOR:

SBD HOLDINGS GROUP CORP.

By: \_\_\_\_\_

Name:

Title:

*Signature page to Trademark and Domain Name Assignment*

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Assignor and Assignee as of the date first above written.

ASSIGNEE:

NUTRISYSTEM SBD, LLC

By: \_\_\_\_\_

Name:

Title:

ASSIGNOR:

SBD HOLDINGS GROUP CORP.

By: Elise Donchue

Name: Elise Donchue

Title: CEO

*Signature page to Trademark and Domain Name Assignment*

TRADEMARK  
TRADEMARK  
REEL: 005696 FRAME: 0798  
REEL: 006209 FRAME: 0749

SCHEDULE A

TRADEMARKS

Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
Australia	SOUTH BEACH DIET	Renewed	983396	December 24, 2003	5, 9, 16, 29, 30, 32, 35, 41, 43
			983396	July 18, 2006	
Brazil	SOUTH BEACH DIET	Registered	826219071	January 26, 2004	9
			826219071	February 12, 2008	
Brazil	SOUTH BEACH DIET	Registered	826219063	January 26, 2004	16
			826219063	February 12, 2008	
Brazil	SOUTH BEACH DIET	Registered	826219055	January 26, 2004	44
			826219055	August 3, 2010	

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Country	Mark	Status	Application Number	Application Date	Class
			Registration Number	Registration Date	
Canada	SOUTH BEACH DIET	Registered	1,201,038	January 7, 2004	9, 16, 41, 43, 44
Canada	SOUTH BEACH LIVING	Registered	TMA758,101 1,496,075	January 27, 2010 September 15, 2010	5, 29, 30
Canada	SOUTH BEACH LIVING	Pending	TMA858,488 1,641,395	August 23, 2013 August 28, 2013	9, 16, 29, 30, 35, 38, 39, 41, 43, 44, 45
China	SOUTH BEACH DIET	Registered	4255389	September 6, 2004	16
China	SOUTH BEACH DIET	Registered	4255388	February 28, 2009	
China	SOUTH BEACH DIET	Registered	4255388	September 6, 2004	42
Croatia	SOUTH BEACH DIET	Renewed	Z20041270	February 7, 2008 August 13, 2004	16, 29, 30, 41



Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
			Z20041270	July 13, 2005	
Czech Republic	SOUTH BEACH DIET	Renewed	199555	January 2, 2004	9, 16, 42
			268271	December 28, 2004	
European Community	SOUTH BEACH DIET	Renewed	3593993	December 23, 2003	5, 9, 16, 29, 30, 35, 39, 41, 43
			3593993	April 28, 2005	
Florida (U.S. State)	SOUTH BEACH DIET	Renewed	T99000000534	April 23, 1999	42
			T99000000534	April 23, 1999	
India	SOUTH BEACH DIET	Pending	2255698	December 23, 2011	9
India	SOUTH BEACH DIET	Pending	2255699	December 23, 2011	16
India	SOUTH BEACH DIET	Pending	2255700	December 23, 2011	29

Country	Mark	Status	Application Number	Application Date	Class
			Registration Number	Registration Date	
India	SOUTH BEACH DIET	Pending	2255701	December 23, 2011	30
Israel	SOUTH BEACH DIET	Renewed	169236	December 21, 2003	9
			169236	October 9, 2005	
Israel	SOUTH BEACH DIET	Renewed	169237	December 21, 2003	16
			169237	October 9, 2005	
Israel	SOUTH BEACH DIET	Renewed	169238	December 21, 2003	44
			169238	October 9, 2005	
Japan	SOUTH BEACH DIET	Renewed	113989/2003	December 22, 2003	9, 16, 41
			4816940	November 12, 2004	
Korea	SOUTH BEACH DIET	Registered	40-2011-72227	December 22, 2011	9, 16, 29, 30

Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
			40-971667	May 29, 2013	
Lebanon	SOUTH BEACH DIET	Registered	99431	September 16, 2004	16, 29, 30, 41
			99431	September 16, 2004	
Mexico	SOUTH BEACH DIET	Renewed	636408	January 7, 2004	9
			848997	August 24, 2004	
Mexico	SOUTH BEACH DIET	Renewed	636407	January 7, 2004	16
			874669	March 31, 2005	
Mexico	SOUTH BEACH DIET	Renewed	636406	January 7, 2004	29
			849381	August 25, 2004	

Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
Mexico	SOUTH BEACH DIET	Renewed	636405	January 7, 2004	30
			849380	August 25, 2004	
Mexico	SOUTH BEACH DIET	Renewed	636419	January 7, 2004	39
			913359	December 13, 2005	
Mexico	SOUTH BEACH DIET	Renewed	636401	January 7, 2004	43
			851753	September 21, 2004	
Mexico	SOUTH BEACH DIET	Renewed	636402	January 7, 2004	44
			910936	November 30, 2005	

Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
Mexico	SOUTH LIVING BEACH	Registered	933730	May 14, 2008	5
Mexico	SOUTH LIVING BEACH	Registered	1116509 933735	August 25, 2009 May 14, 2008	16
Mexico	SOUTH LIVING BEACH	Registered	1080379 933734	January 22, 2009 May 14, 2008	29
Mexico	SOUTH LIVING BEACH	Registered	1080378 933733	January 22, 2009 May 14, 2008	30
Mexico	SOUTH LIVING BEACH	Registered	1086975 933732	February 24, 2009 May 14, 2008	39


Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
			1182591	October 5, 2010	
Mexico	SOUTH BEACH LIVING	Registered	933806	May 14, 2008	44
			1082874	February 9, 2009	
Mexico	CHANGING THE WAY AMERICA EATS	Registered	744410	October 12, 2005	5
			1277168	March 30, 2012	
Mexico	CHANGING THE WAY AMERICA EATS	Registered	744412	October 12, 2005	30
			1296263	July 11, 2012	
New Zealand	SOUTH BEACH DIET	Renewed	706407	December 24, 2003	5, 9, 29, 30, 32, 35, 39, 41, 43
			706407	June 24, 2004	



Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
Norway	SOUTH BEACH DIET	Renewed	200400011	January 2, 2004	9, 16, 41
			225658	January 26, 2005	
Romania	SOUTH BEACH DIET	Renewed	M200407542	September 6, 2004	16, 29, 30, 38
			63071	September 6, 2004	
Russia	SOUTH BEACH DIET	Renewed	2004717540	August 4, 2004	9, 16, 41
			299651	December 19, 2005	
Serbia	SOUTH BEACH DIET	Renewed	Z-1102/2004	August 13, 2004	16, 29, 30, 41
			50166	February 28, 2006	
Slovenia	SOUTH BEACH DIET	Registered	Z-200471507	August 13, 2004	16, 29, 30, 41


Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
			20471507	May 16, 2005	
U.S.	100 CALORIES OF GOODNESS	Registered	85/564,222	March 8, 2012	30
			4,813,150	September 15, 2015	
U.S.	CHANGING THE WAY AMERICA EATS	Registered	86/117,021	November 12, 2013	29
			4,786,577	August 4, 2015	
U.S.	CHANGING THE WAY AMERICA EATS	Registered	86/117,037	November 12, 2013	30
			4,786,578	August 4, 2015	
U.S.	CHANGING THE WAY AMERICA EATS	Registered	76/575,014	February 9, 2004	5
			3,663,963	August 8, 2009	
U.S.	LIFE IS BETTER ON THE BEACH	Pending	86/010,125	July 15, 2013	29



Country	Mark	Status	Application Number	Application Date	Class
			Registration Number	Registration Date	
U.S.	LIFE IS BETTER ON THE BEACH	Pending	86/010,130	July 15, 2013	30
U.S.	LIFE IS BETTER ON THE BEACH	Pending	86/010,138	July 15, 2013	44
U.S.	TIDE ME OVER	Registered	77/281,304	September 17, 2005	5
U.S.	GO BOLDLY TO THE BEACH	Pending	3,651,891	July 7, 2009	29
U.S.	GO BOLDLY TO THE BEACH	Pending	86/262,425	April 25, 2014	29
U.S.	GO BOLDLY TO THE BEACH	Pending	86/262,432	April 25, 2014	44
U.S.	HEALTHY NEVER LOOKED SO GOOD.	Registered	85/499,955	December 20, 2011	29
U.S.	HEALTHY NEVER LOOKED SO GOOD.	Registered	4,419,150	October 15, 2013	5
U.S.	HEALTHY NEVER LOOKED SO GOOD.	Registered	85/499,959	December 20, 2011	30

Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
			4,419,151	October 15, 2013	
U.S.	PROTEIN FIT	Registered	77799,945	August 7, 2009	30
			3,894,868	December 21, 2010	
U.S.		Pending	867282,104	May 15, 2014	29

Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
U.S.		Registered	86/282,135 4,649,268	May 15, 2014 December 2, 2014	30
U.S.		Pending	86/282,132	May 15, 2014	43

Country	Mark	Status	Application Number	Application Date	Class
			Registration Number	Registration Date	
U.S.		Registered	86/347,296 4,758,885	July 24, 2014 June 23, 2015	44
U.S.	SOUTH BEACH DIET	Renewed	78/140,408	July 1, 2002	16 44
U.S.	SOUTH BEACH DIET	Sections 8 & 15 filed	2,910,278	December 14, 2004	
U.S.	SOUTH BEACH DIET	Sections 8 & 15 filed	76/548,397	September 15, 2003	16 16
			3,213,757	February 27, 2007	

Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
U.S.	SOUTH BEACH DIET	Renewed	75/709,879	May 20, 1999	16
		Section 8 filed (Section 15 not filed)	2,633,433	October 8, 2002	
U.S.	SOUTH BEACH DIET	Sections 8 & 15 filed	76/548,396	September 15, 2003	29
			3,107,236	June 20, 2006	
U.S.	SOUTH BEACH DIET	Sections 8 & 15 filed	76/548,395	September 15, 2003	30
			3,107,235	June 20, 2006	
U.S.	SOUTH BEACH DIET	Sections 8 & 15 filed	76/548,393	September 15, 2003	35
			3,557,917	January 6, 2009	
U.S.	SOUTH BEACH DIET	Sections 8 & 15 filed	76/548,392	September 15, 2003	39

Country	Mark	Status	Application Number	Application Date	Class
			Registration Number	Registration Date	
			3,557,916	January 6, 2009	
U.S.	SOUTH BEACH DIET	Sections 8 & 15 filed	76/548,391	September 15, 2003	44
			3,123,993	August 1, 2006	
U.S.	SOUTH BEACH DIET	Pending	77/757,573	June 11, 2009	5
U.S.	SOUTH BEACH DIET DELIVERY	Registered	85/640,774	June 1, 2012	39
			4,589,228	August 19, 2014	
U.S.	SOUTH BEACH DIET GLUTEN SOLUTION	Registered	86/127,610	November 23, 2013	41
			4,775,086	July 21, 2015	
U.S.	SOUTH BEACH DIET GLUTEN SOLUTION	Registered	86/127,626	November 23, 2013	44

Country	Mark	Status	Application Number	Application Date	Class
			Registration Number	Registration Date	
			4,775,087	July 21, 2015	
U.S.	SOUTH BEACH LIVING	Registered	78/387,731	March 19, 2004	5
			3,644,911	June 23, 2009	
U.S.	SOUTH BEACH LIVING	Pending	86/014,624	July 19, 2013	9
			86/014,626	July 19, 2013	16
U.S.	SOUTH BEACH LIVING	Pending	78/387,736	March 19, 2004	29
			3,588,906	March 10, 2009	
U.S.	SOUTH BEACH LIVING	Registered	78/387,741	March 19, 2004	30
			3,652,612	July 7, 2009	
U.S.	SOUTH BEACH LIVING	Pending	77/737,063	May 14, 2009	30

Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
U.S.	SOUTH BEACH LIVING	Pending	86/014,637	July 19, 2013	35
U.S.	SOUTH BEACH LIVING	Pending	86/014,673	July 19, 2013	39
U.S.	SOUTH BEACH LIVING	Pending	86/014,683	July 19, 2013	41
U.S.	SOUTH BEACH LIVING	Pending	86/014,690	July 19, 2013	43
U.S.	SOUTH BEACH LIVING	Pending	86/014,694	July 19, 2013	44
U.S.	SOUTH BEACH LIVING	Pending	86/014,700	July 19, 2013	45
U.S.	SOUTH BEACH LIVING SHINE	Pending	86/588,452	April 6, 2015	5
U.S.	SOUTH BEACH LIVING SHINE	Pending	86/564,743	March 16, 2015	29
U.S.	SOUTH BEACH LIVING SHINE	Pending	86/564,745	March 16, 2015	30



Country	Mark	Status	Application Number Registration Number	Application Date Registration Date	Class
U.S.	SOUTH BEACH LIVING SHINE	Pending	86/765,311	September 23, 2015	29
U.S.	STRATEGIC SNACKING	Registered	85/455,583 4,576,277	October 25, 2011 July 29, 2014	29
U.S.	STRATEGIC SNACKING	Registered	85/455,588 4,724,075	October 25, 2011 April 21, 2015	30

**SCHEDULE B**

**DOMAIN NAMES**

southbeachdiet.com  
south-beachdiet.com  
southbeachcoupon.com  
Southbeachdietcoupon.com  
southbeachdietcoupons.com  
southbeachdietglutenolution.com  
strategicsnacking.com  
southbeachsuperquickcookbook.com  
startsouthbeach.com  
strategicsnacking.net  
strategicsnacking.org  
startsouthbeachdiet.com  
startsouthbeachtoday.com  
southbeachglutenfreediet.com  
southbeachdietdelivery.biz  
Southbeachdiet.xyz

southbeachdiet.us.com

southbeachdiet.tv

southbeachdiet.biz

southbeachdiet.bz

southbeachdiet.info

southbeachdiet.ms

southbeachdiet.tc

southbeachdiet.tw

southbeachdiet.us

southbeachdiet.vg

southbeachdietllc.com

southbeachdietlp.com

southbeachdietlpmail.com

southbeachdietfitness.com

southbeachdietparty.com

southbeachdietweightloss.com

southbeachdietbiggestloser.com

southbeachdieteasyway.com

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southbeachdietlife.com  
southbeachdietlifestyle.com  
southbeachdietnow.com  
southbeachdietonline.tv.com  
southbeachdietonline.tv  
southbeachdietsolution.com  
southbeachdiettv.com  
southbeachdietv.com  
southbeachrebate.com  
southbeachmbg.com  
southbeachsavenow.com  
southbeachsnacksave.com  
southbeachsnackmbg.com  
southbeachsnackscoupon.com  
south-beach-living.com  
sbdgoodtogombg.com  
southbeachliving.co  
southbeachlivingnow.com

southbeachdietsnacks.com

southbeachsnacksavings.com

southbeachwalmartcoupon.com

southbeachliving.me