

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452860

<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>
General Nutrition Investment Company		09/30/2017	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lucky Vitamin, LLC		
<b>Street Address:</b>	555 E. North Lane, Suite 6050		
<b>City:</b>	Conshohocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87398794	LUCKYPLANET	
<b>Serial Number:</b>	87348742	LUCKYTRU	
<b>Serial Number:</b>	86725269	LUCKY AROMAS	
<b>Serial Number:</b>	86725389	LUCKY EATS	
<b>Registration Number:</b>	5266424	LUCKYFIT	
<b>Serial Number:</b>	86725332	LUCKY FORMULAS	
<b>Registration Number:</b>	5233107	LUCKY HERBS	
<b>Serial Number:</b>	86606277	LUCKY ROOTS	
<b>Registration Number:</b>	4577075	LUCKY VITAMIN	
<b>Registration Number:</b>	3756810	LUCKYVITAMIN.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122091845		
<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>	412-297-4900		
<b>Email:</b>	iptrademark@cohenlaw.com		
<b>Correspondent Name:</b>	Cohen & Grigsby, P.C.		
<b>Address Line 1:</b>	625 Liberty Avenue		
<b>Address Line 2:</b>	5th floor		

CH \$265.00 87398794

**Address Line 4:** PITTSBURGH, PENNSYLVANIA 15222-3158

**NAME OF SUBMITTER:** Noland J. cheung

**SIGNATURE:** /noland j. cheung/

**DATE SIGNED:** 12/01/2017

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made as of September 30, 2017 between General Nutrition Investment Company, an Arizona corporation (“**Assignor**”), and Lucky Vitamin, LLC, a Delaware limited liability company (“**Assignee**” and together with GNIC and LuckyVitamin, the “**Parties**”).

WHEREAS, Assignor owns the trademarks set forth in the attached Schedule I (the “**Marks**”); and

WHEREAS, Assignor and Assignee have entered into an Intellectual Property Assignment Agreement dated as of the date hereof (the “**Agreement**”) and, pursuant to the Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to sell, assign, transfer, convey and deliver to Assignee, the Marks and the goodwill associated with such Marks. Capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Marks, all goodwill symbolized by or associated with the Marks, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past, present and future infringement, dilution and violation of the Marks and the ability to otherwise fully and entirely stand in the place of Assignor in all matters related thereto. Assignor will execute all documents and assignments and perform such other acts as Assignee may reasonably request to secure to it the rights hereby conveyed.
2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts reasonably requested by Assignee, as may be necessary to sell, assign, transfer, convey and deliver to, and consolidate, vest and record in Assignee, full ownership of the Marks and other rights conveyed herewith. In the event Assignor does not comply with any of the foregoing obligations within ten (10) Business Days of the receipt of Assignee’s request, Assignor hereby grants to Assignee limited powers of attorney solely for the purpose of executing such instruments and documents in Assignor’s name necessary to effectuate the sale, assignment, transfer, conveyance and delivery of the Marks as contemplated hereby.
3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks to record this Assignment as to the Marks.

4. This Assignment is being delivered in connection with and subject to the Asset Purchase Agreement and to the extent of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
5. Sections 7.02-7.08 and 7.10-7.13 of the Asset Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

*(Remainder of Page Left Intentionally Blank – Signature Pages Follow)*

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first written above.

ASSIGNOR:

GENERAL NUTRITION INVESTMENT COMPANY

By: Tricia K. Tolivar

Name: Tricia K. Tolivar

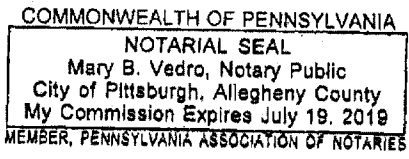
Title: Executive Vice President & Chief Financial Officer

STATE OF Pennsylvania )  
 ) ss.  
COUNTY OF Allegheny )

On September 30, 2017, before me, the undersigned, a Notary Public in and for such State, personally appeared Tricia K. Tolivar, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a EVP & CFO (title) of General Nutrition Investment Company (company).

WITNESS my hand and official seal.

[SEAL]



Mary B. Vedro  
Notary Public  
My Commission expires on: 7/19/2019

Accepted by:

ASSIGNEE:

LUCKY VITAMIN, LLC

By: Lucky Vitamin Group Holdings, LLC, its sole Member

By: Lucky Vitamins Holdings, LLC, its sole Member

By: TSG7 B Management L.L.C., its Manager

By: Ch  
Name: Charles Esserman  
Title: Authorized Signatory

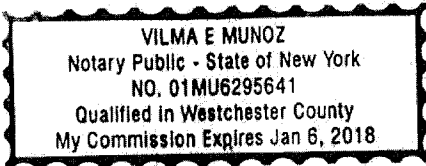
STATE OF New York )  
COUNTY OF New York )ss.  
)

On 28<sup>th</sup> SEPT 17, before me, the undersigned, a Notary Public in and for such State, personally appeared CHARLES ESSEMAN personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a Authorized signatory (title) of Lucky Vitamin Holdings (company).

WITNESS my hand and official seal.

[SEAL]

Vilma E. Munoz Jr.  
Notary Public  
My Commission expires on: 1/6/18



**Schedule I**  
**Trademarks**

Mark	Serial No.	Filing Date	Reg. No.	Registration Date	Jurisdiction
LUCKYPLANET	87/398,794	4/5/2017			UNITED STATES
LUCKYTRŪ	87/348,742	2/24/2017			UNITED STATES
LUCKY AROMAS	86/725,269	8/14/2015			UNITED STATES
LUCKY EATS	86/725,389	8/14/2015			UNITED STATES
LUCKYFIT	86/606,289	4/22/2015	5,266,424	8/15/2017	UNITED STATES
LUCKY FORMULAS	86/725,332	8/14/2015			UNITED STATES
LUCKY HERBS	86/606,311	4/22/2015	5,233,107	6/27/2017	UNITED STATES
LUCKY ROOTS	86/606,277	4/22/2015			UNITED STATES
LUCKY VITAMIN	85/926,189	5/8/2013	4,577,075	7/29/2014	UNITED STATES
LUCKYVITAMIN. COM AND DESIGN	77/673,085	2/18/2009	3,756,810	3/9/2010	UNITED STATES