

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Nutrition Investment Company		02/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nutra Manufacturing, Inc.		
Street Address:	1050 Woodruff Road		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29607		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5186637	NUTRA MANUFACTURING	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Dr. Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	060686-0011		
NAME OF SUBMITTER:	Natalie Richards		
SIGNATURE:	/Natalie Richards/		
DATE SIGNED:	02/27/2019		
Total Attachments: 6			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is made as of February 26, 2019, by and between General Nutrition Investment Company, a Delaware corporation ("Assignor") and Nutra Manufacturing, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee shall be referred to herein collectively as the "Parties" and each, a "Party."

W I T N E S S E T H:

WHEREAS, Assignor owns all right, title, and interest in and to (i) the trademark set forth in Schedule A, attached hereto and made a part hereof, including all common law rights with respect thereto (the "Assigned Trademark"), and (ii) the domain name set forth in Schedule B, attached hereto and made a part hereof (the "Assigned Domain Name"); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer, all of the right, title and interest in and to the Assigned Trademark and the Assigned Domain Name.

NOW, THEREFORE, for \$1.00 (one U.S. dollar) and other good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

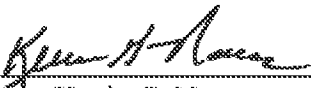
1. Assignment of Trademarks. Assignor hereby sells, assigns, conveys, delivers and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Trademark throughout the world, including, but not limited to, all benefits, privileges, causes of action, and remedies, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions for past, present and future infringement, dilution, or other violation thereof, and (c) grant licenses or other interests therein. The foregoing includes, and Assignor hereby assigns, sells and transfers to Assignee, the goodwill connected with the use of and symbolized by the Assigned Trademark.
2. Assignment of Domain Name. Assignor hereby sells, assigns, conveys, delivers and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Domain Name, including, but not limited to, all benefits, privileges, causes of action, and remedies, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions for past, present and future infringement, dilution, or other violation thereof, and (c) grant licenses or other interests therein.
3. Authorization. Assignor authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office to record the Assignee as the assignee and owner of the Assigned Trademark.
4. Counterparts. This Assignment may be separately executed by the Parties in two (2) or more counterparts and all such counterparts shall be deemed an original, but all of which

together shall constitute one and the same instrument and will be binding on the Parties as if they had originally signed one copy of the Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative.

General Nutrition Investment Company,
as Assignor

By: 
Name: Kevin G. Nowe
Title: SVP and Chief Legal and
Compliance Officer

[Signature Page of Trademark and Domain Name Assignment]

ACKNOWLEDGED BY:

Nutra Manufacturing, Inc.,

as Assignee

By: Tricia Tolivar

Name: Tricia Tolivar

Title: EVP and Chief Financial Officer

[Signature Page to Trademark and Domain Name Assignment]

TRADEMARK
REEL: 006576 FRAME: 0059

SCHEDULE A

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
NUTRA MANUFACTURING	87233888 11/11/2016	5186637 4/18/2017	Registered	General Nutrition Investment Company

SCHEDULE B

Domain Name	Expiration Date	Owner
nutramfg.com	3/24/2020	General Nutrition Investment Company