

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vitamin Shoppe Industries Inc.		07/08/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Vitamin Shoppe Procurement Services, LLC		
Street Address:	300 Harmon Meadow Boulevard		
City:	Secaucus		
State/Country:	NEW JERSEY		
Postal Code:	07094		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2855726	VITAMIN ADVISOR	
CORRESPONDENCE DATA			
Fax Number:	2129860604		
<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:	2128834900		
Email:	phipdocketing@cozen.com		
Correspondent Name:	Edward M. Weisz		
Address Line 1:	277 Park Avenue, 20th Floor		
Address Line 2:	Cozen O'Connor		
Address Line 4:	New York, NEW YORK 10172		
ATTORNEY DOCKET NUMBER:	441105.000		
NAME OF SUBMITTER:	Edward M. Weisz		
SIGNATURE:	/Edward M. Weisz/		
DATE SIGNED:	07/09/2019		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (this "Assignment"), dated as of July 8, 2019, is entered into by and between VITAMIN SHOPPE INDUSTRIES INC., a New York corporation ("Assignor"), and VITAMIN SHOPPE PROCUREMENT SERVICES, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and, each, a "Party".

BACKGROUND

WHEREAS, Assignor wishes to assign, transfer and convey to Assignee all of Assignor's right, title and interest in, to and under the trademark identified in Schedule A attached hereto and incorporated herein by reference, the goodwill associated therewith, and the registrations and/or applications for the trademark reflected in the attached schedule (collectively, the "Trademark"); and

WHEREAS, Assignee is desirous of obtaining all of Assignor's rights, title, and interest in, to and under the Trademark, subject to the terms and conditions in this Assignment.

NOW, THEREFORE, in consideration of the sum of \$5.00 to be paid by Assignee to Assignor simultaneously with the execution of this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts the assignment, transfer and conveyance of, all of Assignor's right, title and interest in, to and under the Trademark, together with all income, royalties, damages and payments due or payable as of the date hereof or thereafter with respect to the Trademark, together with the goodwill of the business associated therewith (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that now or hereafter may be secured throughout the world, the same to be held and enjoyed by the said Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made, and all common law rights in the Trademark.
2. From and after the date hereof, Assignor shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment. Without limiting the foregoing, Assignor shall execute and deliver to Assignee such assignments and other documents, certificates, and instruments as may be reasonably necessary to record and perfect the Assignment. Assignee shall be responsible, at Assignee's expense, for filing the Assignment, and other documents, certificates, and instruments of conveyance with the applicable governmental authorities; provided that Assignor shall take such steps and actions, and provide such cooperation and assistance, to Assignee and its successors, assigns, and legal

representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the Assignment hereunder. In the event Assignee is unable for any reason to perform the actions set forth in this Section, Assignor hereby designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section, with the same legal force and effect as if executed by Assignor.

3. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the internal Laws of the State of New York applicable to agreements made and to be performed entirely within such state, without reference to its conflict of law rules.
4. Assignor hereby authorizes Assignee to request the relevant governmental entity in each applicable country or jurisdiction to record Assignee as the assignee and owner of such Trademark, as applicable, and hereby consents to such recordal.
5. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or .pdf transmission will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, any Party executing this Assignment by facsimile or other form of electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or other form of electronic transmission.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed or caused this Assignment of Trademark to be executed as of the date first written above.

ASSIGNOR

VITAMIN SHOPPE INDUSTRIES INC.

By: Chuck Knight
Name: Chuck Knight
Title: EVP, Chief Financial Officer



ASSIGNEE

VITAMIN SHOPPE PROCUREMENT SERVICES, LLC

By: Chuck Knight
Name: Chuck Knight
Title: EVP, Chief Financial Officer

TRADEMARK



VITAMIN ADVISOR (Design)

U.S. Registration No. 2,855,726

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