

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	09/27/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LA Weight Loss Centers, Inc.		03/22/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	LAIP, LLC
Composed Of:	COMPOSED OF LA Weight Loss Centers, Inc. (a Delaware corporation) and LA Weight Loss Franchise Company (a Delaware coporation)
Street Address:	747 Dresher Road
Internal Address:	Suite 100
City:	Horsham
State/Country:	PENNSYLVANIA
Postal Code:	19044
Entity Type:	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	2643145	BREATHASIZE
Registration Number:	2582943	CELLUWAY
Serial Number:	76565426	CARB CRAVERS
Registration Number:	2865543	EASY STEPS
Registration Number:	2725502	FAST-TRACKER
Registration Number:	2735408	FAST TRACKER
Registration Number:	2189227	JETSTART PROGRAM
Serial Number:	76577653	JET START
Registration Number:	2271058	LA WEIGHT LOSS CENTERS
Registration Number:	2254168	LA WEIGHT LOSS CENTERS

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Registration Number:	2669966	LA DELITES
Registration Number:	2493446	LA EXPRESS
Serial Number:	76424191	L A SLIMDOWN
Serial Number:	76546015	LA SMOOTHIES
Registration Number:	2630664	L A WEIGHT LOSS TAKEOFF
Registration Number:	2644261	NATURE'S REPLY
Registration Number:	2243777	NU-LITE
Serial Number:	76402908	SUMMER SLIMDOWN SYSTEM
Serial Number:	76591401	THIS SUMMER I CAN
Serial Number:	76446788	ULTRA EXPRESS EASIER. FASTER. RESULTS.
Serial Number:	76603524	WHEN YOU'RE READY, YOU'LL KNOW IT
Registration Number:	2762732	L A NUTRITIONAL BARS

**CORRESPONDENCE DATA**

Fax Number: (215)887-5356  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 215-887-0200  
Email: aisztwan@soglaw.com  
Correspondent Name: Alexis Dillett Isztwan  
Address Line 1: 610 Old York Road  
Address Line 2: Suite 200  
Address Line 4: Jenkintown, PENNSYLVANIA 19046

NAME OF SUBMITTER:	Alexis Dillett Isztwan
Signature:	/Alexis Dillett Isztwan/
Date:	04/14/2005

**Total Attachments: 16**

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY RIGHTS AGREEMENT ("Assignment") amending and restating the Intellectual Property Rights Assignment dated September 27, 2004, is effective as of September 27, 2004, by and between LA Weight Loss Centers, Inc., a Delaware corporation ("Assignor"), and LAIP, LLC a Delaware limited liability company ("Assignee").

Pursuant to an Agreement and Plan of Reorganization dated September 27, 2004 ("Reorganization Agreement") by and among Assignor and LA Weight Loss Franchise Company, a Delaware corporation ("Newco") as joined by Vahan Karian and Harold Katz, both individuals ("Karian" and "Katz," respectively), Assignor agreed to assign to Assignee the Intellectual Property (defined below.) Capitalized terms not otherwise defined in this Agreement shall have the meaning given to them in the Reorganization Agreement.

In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Definitions.** The following definitions shall apply to this Assignment:

"Copyrights" shall mean United States and foreign copyrights, copyrightable works, works of authorship, software (in object and source code formats), databases, including any United States and foreign registrations for, or applications to register, any of the foregoing, including the items (if any) listed in attached Schedule 3.

"Intellectual Property" shall mean Copyrights, Trademarks, Patents, and Trade Secrets, and any and all other proprietary information, registered or unregistered, used in the operation, or related to or embodied in the products or services, of Assignor's weight loss business up to the date of the Reorganization Agreement or otherwise owned by Assignor, excluding the LA Shapes IP.

"LA Shapes IP" shall mean the intellectual property rights sold, assigned and transferred to Newco pursuant to an Intellectual Property Rights Assignment between Assignor and Newco of even date herewith.

"Patents" shall mean United States and foreign inventions, improvements, technical information, technologies, methods, processes and know-how, including all United States and foreign patents or patent applications relating thereto, including the patents and applications (if any) listed in attached Schedule 1, and including all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations.

"Trademarks" shall mean United States and foreign trademarks, service marks, logos, designs, slogans, trade dress, trade names, domain names, package designs, product designs, and assumed names, including any United States and foreign registrations for, or applications to register, any of the foregoing, including the registrations, applications, and domain names (if any) listed in attached Schedule 2.

“Trade Secrets” shall mean United States and foreign proprietary processes, technologies, methods, formulas, inventions, improvements, technical information, technologies, and know-how, including without limitation the design, development, manufacture, and use thereof, including, without limitation, the items (if any) referenced on the attached Schedule 4.

2. Assignor hereby sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Intellectual Property, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, or, with respect to any Trademark for which there is an intent to use, the portion of the business to which such Trademark pertains, including but not limited to renewal rights in the Intellectual Property, the right to obtain registrations of the Intellectual Property and obtain patent or equivalent protection for Patents in the United States and throughout the world, the right to all proceeds associated with the Intellectual Property and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s name.

3. Assignor and Assignee acknowledge and agree that the assignment in Section 2 hereof did not and was not intended to transfer any tangible assets of Assignor to Assignee and, with respect to the “portion of the business,” transferred solely the portion of the business allocated to the creation and development of Intellectual Property.

4. Assignee hereby accepts the foregoing assignment and expressly assumes all liabilities, debts and obligations associated with the Intellectual Property.

5. Assignor shall cooperate with Assignee, at Assignee’s sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to acquire, maintain, consolidate, confirm, vest and/or record Assignee’s full and complete ownership of and title in the Intellectual Property with, for example, the U.S. Copyright Office, U.S. Patent and Trademark Office and equivalent foreign offices, or with domain name registrars.

6. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

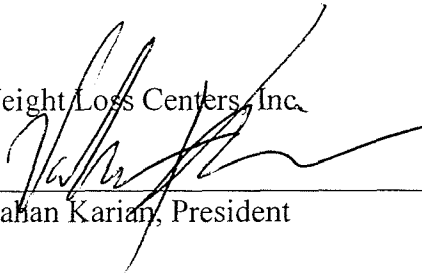
7. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

8. This Assignment and the Reorganization Agreement contain the entire agreement and understanding of the parties relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties.

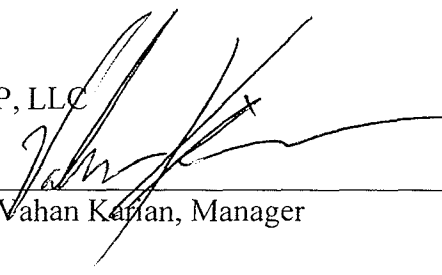
9. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it as of the date set forth above.

LA Weight Loss Centers, Inc.

By:   
Vahan Karian, President

LAIP, LLC

By:   
Vahan Karian, Manager

By: \_\_\_\_\_  
Harold Katz, Manager

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


IN WITNESS WHEREOF, the parties to this Assignment have duly executed it as of the date set forth above.

LA Weight Loss Centers, Inc.

LAIP, LLC

By: \_\_\_\_\_  
Vahan Karian, President

By: \_\_\_\_\_  
Vahan Karian, Manager

By:   
Harold Katz, Manager

**ACKNOWLEDGMENT**

STATE OF Pennsylvania :  
COUNTY OF Montgomery : ss.  
:

Vahan Karian, being duly sworn, says that he is the President of LA Weight Loss Centers, Inc, a Delaware corporation, and acknowledges that he did sign the Intellectual Property Rights Assignment on behalf of LA Weight Loss Centers, Inc., pursuant to due authority.

Sworn to and subscribed  
before me this 22 day  
of March 2005.

Lorie L. DeVuono  
Notary Public

My commission expires:

(SEAL)

Notarial Seal  
Lorie L. DeVuono, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires Mar. 28, 2005  
Member, Pennsylvania Association of Notaries



**ACKNOWLEDGMENT**

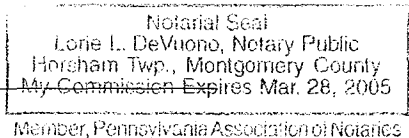
STATE OF Pennsylvania :  
COUNTY OF Montgomery : ss.  
:

Vahan Karian, being duly sworn, says that he is a Manager of LAIP, LLC, a Delaware limited liability company, and acknowledges that he did sign the Intellectual Property Rights Assignment on behalf of LAIP, LLC, pursuant to due authority.

Sworn to and subscribed  
before me this 22 day  
of March, 2005.

Lorie L. DeVuono  
Notary Public

My commission expires: \_\_\_\_\_



(SEAL)

ACKNOWLEDGMENT

STATE OF Pennsylvania :  
 : ss.  
COUNTY OF Montgomery :

Harold Katz, being duly sworn, says that he is a Manager of LAIP, LLC, a Delaware limited liability company, and acknowledges that he did sign the Intellectual Property Rights Assignment on behalf of LAIP, LLC, pursuant to due authority.

Sworn to and subscribed  
before me this 10<sup>th</sup> day  
of March 2005.

  
Notary Public

My commission expires:

(SEAL)

Notarial Seal  
Elizabeth A. McGowan, Notary Public  
Cheltenham Twp., Montgomery County  
My Commission Expires Nov. 20, 2005  
Member, Pennsylvania Association Of Notaries

**L A Weight Loss Centers  
United States Marks**

**Schedule 2 Intellectual Property – Trademarks**

**I. REGISTERED TRADEMARKS**

**See Attached Chart.**

**II. PENDING TRADEMARK APPLICATIONS**

**See Attached Chart.**

**III. UNREGISTERED TRADEMARKS**


**See Attached Chart.**

**III. DOMAIN NAMES**

[www.laweightloss.com](http://www.laweightloss.com)


**Schedule 2 Intellectual Property- Trademarks**

**1. United States Trademarks**

Name of Mark and Class	Owner	Filing Date	Type of Application	Registration/ Serial Numbers	Goods and Services	Status
<b>BREATHASIZE</b> IC 42	L A Weight Loss Centers, Inc.	3/24/1998	ITU	75/455661 Reg. No. 2,643,145	weight reduction and maintenance and diet planning and supervision services first use: 7/1998 in commerce: 7/1998	Registered 10/29/2002
<b>CELLUWAY</b> IC 5	L A Weight Loss Centers, Inc.	9/20/1999	ITU	75/803288 Reg. No. 2,582,943	dietary supplements first use: 11/12/1999 in commerce: 11/12/1999	Registered 6/18/2002
<b>CARB CRAVERS</b>  IC 44	L A Weight Loss Centers, Inc.	12/3/2003	Use-based	76/565426	providing weight reduction programs, namely diet planning and supervision; providing dietary counseling services first use: 11/17/2003 in commerce: 11/17/2003	Approved for Publication 8/9/2004
<b>EASY STEPS</b> IC 44	L A Weight Loss Centers, Inc.	9/3/2002	ITU	76/445822 Reg. No. 2,865,543	weight loss services	Registered 7/20/2004


Name of Mark and Class	Owner	Filing Date	Type of Application	Registration/ Serial Numbers	Goods and Services	Status
<b>FAST • TRACKER</b> IC 16 IC 42	L A Weight Loss Centers, Inc.	8/29/2001	ITU	76/306816  Reg. No. 2,725,502	publications concerning dietary information;  providing and operating weight reduction programs; providing dietary counseling services  first use: 9/13/2002 in commerce: 9/13/2002	Registered  6/10/2003
<b>FAST • TRACKER</b> (Stylized) IC 16 IC 42  <b>Fast-Tracker</b>	L A Weight Loss Centers, Inc.	8/30/2001	ITU	76/307011  Reg. No. 2,735,408	publications concerning dietary information;  providing and operating weight reduction programs; providing dietary counseling services  first use: 9/13/2002 in commerce: 9/13/2002	Registered  7/8/2003
<b>JETSTART PROGRAM</b> IC 42	L A Weight Loss Centers, Inc.	7/7/1997	ITU	75/320275  Reg. No. 2,189,227	weight reduction diet planning services and dietary counseling and supervision services  first use: 5/18/1997 in commerce: 5/18/1997	Registered  9/15/1998  8 & 15 Declaration submitted 9/14/2004
<b>JET START</b> IC 5	L A Weight Loss Centers, Inc.	2/24/2004	ITU	76/577653	meal replacement drinks	Approved for Publication  9/18/2004


Name of Mark and Class	Owner	Filing Date	Type of Application	Registration/ Serial Numbers	Goods and Services	Status
L A WEIGHT LOSS CENTERS IC 30 IC 32 IC 5 IC 9 IC 29 IC 42	L A Weight Loss Centers, Inc.	7/21/1997	ITU	75/327682  Reg. No. 2,271,058	IC 30 salad dressings; herbal tea for food purposes; seasonings; ready to eat grain-based food bars; hot chocolate, cappuccino first use 1/31/1998 first use in commerce: 1/31/1998 IC 32 fruit drinks, namely, strawberry, banana, peach mango. first use: 1/31/1998 first use in commerce: 1/31/1998 IC 5 nutritional supplements, vitamins and minerals first use: 1/31/1998 first use in commerce: 1/31/1998 IC 9: prerecorded audio tapes on the subject of exercise and weight reduction. first use: 7/15/1998 first use in commerce: 7/15/1998 IC 29 vegetable-based chocolate and vanilla food beverages; soups first use: 1/31/1998 first use in commerce: 1/31/1998 IC 42 : weight reduction diet planning, dietary counseling and supervision services first use: 6/1/1997 first use in commerce: 6/1/1997	Registered 8/17/1999

Name of Mark and Class	Owner	Filing Date	Type of Application	Registration/Serial Numbers	Goods and Services	Status
<b>L A WEIGHT LOSS CENTERS</b> (and Design)  IC 30 IC 32 IC 5 IC 9 IC 29  	L A Weight Loss Centers, Inc	5/2/1997	ITU	75/285771  Reg. No. 2,254,168	IC 30 salad dressings; herbal tea for food purposes; seasonings; ready to eat grain-based food bars; hot chocolate, cappuccino first use 1/31/1998 first use in commerce: 1/31/1998 IC 32 fruit drinks, namely, strawberry, banana, peach mango. first use: 1/31/1998 first use in commerce: 1/31/1998 IC 5 nutritional supplements, vitamins and minerals. first use: 1/31/1998 first use in commerce: 1/31/1998	Registered  6/15/1999

Name of Mark and Class	Owner	Filing Date	Type of Application	Registration/ Serial Numbers	Goods and Services	Status
					<p>IC 9 prerecorded audio tapes on the subject of exercise and weight reduction first use: 7/15/1998 first use in commerce: 7/15/1998</p> <p>IC 29. vegetable based chocolate and vanilla food beverages; soups. first use: 1/31/1998. first use in commerce: 1/31/1998</p> <p>IC 42.: weight reduction diet planning, dietary counseling and supervision services first use: 6/1/1997 first use in commerce: 6/1/1997</p>	
<b>L A DELITES</b> IC 30	L A Weight Loss Centers, Inc.	1/17/2001	ITU	76/194844  Reg. No. 2,669,966	cereal-based snack food and cookies  first use: 5/29/2001 in commerce: 5/29/2001	Registered  12/31/2002
<b>L A EXPRESS</b> IC 42	L A Weight Loss Centers, Inc.	11/24/1999	ITU	75/857433  Reg. No. 2,493,446	providing weight reduction programs, namely diet planning and supervision; providing dietary counseling services  first use: 1/2/2000 in commerce: 1/2/2000	Registered  9/25/2001



Name of Mark and Class	Owner	Filing Date	Type of Application	Registration/ Serial Numbers	Goods and Services	Status
L A SLIMDOWN IC 5	L A Weight Loss Centers, Inc.	6/21/2002	ITU	76/424191	meal replacement drinks	Approved for Publication  9/14/2004
L A SMOOTHIES IC 5	L A Weight Loss Centers, Inc	9/22/2003	ITU	76/546015	nutritional drinks	Publication date 6/29/2004
L A NUTRITIONAL BARS IC 5	L A Weight Loss Centers, Inc.	6/21/2002	ITU	76/424033  Reg. No. 2,762,732	food supplements in the form of a nutrition bar  first use: 1/30/2003 in commerce: 1/30/2003	Registered  9/9/2003
L A WEIGHT LOSS TAKEOFF (and Design)  IC 5  	L A Weight Loss Centers, Inc	3/9/2001	Use-based	SN: 76/222756  Reg. No. 2630664	nutritional drink mix for use as meal replacement  first use: 1/15/2001 in commerce: 1/15/2001	Registered  10/8/2002
NATURE'S REPLY IC 5	L A Weight Loss Centers, Inc.	5/17/2001	ITU	76/258207  Reg. No. 2644261	herbal tea for medicinal purposes  first use: 12/1/2000 in commerce: 12/1/2000	Registered  10/29/2002

Name of Mark and Class	Owner	Filing Date	Type of Application	Registration/ Serial Numbers	Goods and Services	Status
<b>NU-LITE</b> IC 5	L A Weight Loss Centers, Inc.	9/22/1997	ITU	75/360469  Reg. No: 2243777	food supplements in the form of a nutrition bar and in powder form for use in making nutritional shakes  first use: 3/17/1998 in commerce: 3/17/1998	Registered  5/4/1999
<b>SUMMER SLIMDOWN SYSTEM</b> IC 44	L A Weight Loss Centers, Inc	5/2/2002	ITU	76/402908	weight loss services  first use: 6/3/2002 in commerce: 6/3/2002	CLOSED  9/10/2002 – Office Action issued  7/1/02 – Amendment to Allege Use Filed
<b>THIS SUMMER I CAN</b> IC 44	L A Weight Loss Centers, Inc	5/7/2004	ITU	76/591401	weight management services  first use: in commerce:	Pending  Newly filed application, not yet assigned to examining attorney
 IC 44	L A Weight Loss Centers, Inc	9/3/2002	Use-based	76/446788	Providing weight reduction programs, namely diet planning and supervision; providing dietary counseling services  first use: 3/25/2002 in commerce: 3/25/2002	CLOSED  3/5/2003 - Office Action issued

Name of Mark and Class	Owner	Filing Date	Type of Application	Registration/ Serial Numbers	Goods and Services	Status
<b>WHEN YOU'RE READY, YOU'LL KNOW IT</b> IC 44	L A Weight Loss Centers, Inc.	7/21/2004	ITU	76603524	weight loss services	Pending

2. Foreign Trademarks