

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of February 26, 2010 (the "Effective Date"), by and among Vitamin Discount Center, LLC, a Florida limited liability company ("Assignor") and Let's Talk Nutrition, LLC, a Florida limited liability company (hereinafter "Assignee"). Assignor and Assignee are sometimes referred to collectively as the "parties," each being a "party."

RECITALS

WHEREAS, Assignor is the owner of the United States registered mark that is identified on Schedule A to this Assignment (the "Mark"); and

WHEREAS, Assignee is desirous of acquiring, and Assignor is desirous of transferring and assigning all of its right, title and interest in and to the Mark to Assignee pursuant to the terms and conditions in this Assignment.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, and the mutual covenants and promises contained in this Assignment, the receipt and sufficiency of which are acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

Section 1. Assignment

(a) Assignor does hereby sell, transfer, convey and assign unto Assignee all of its rights, title, and interest whatsoever throughout the world in and to the Mark in the attached Schedule A, together with the ongoing and existing business and goodwill associated with the Mark and all licenses related to any of the foregoing. Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Mark and all income, royalties or payments due or payable as of the Effective Date or thereafter with respect to the Mark, the same to be held and enjoyed by Assignee, its successors and assigns from and after the Effective Date of this Assignment as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor further transfers and assigns the right to file for and obtain registrations of the Mark anywhere in the world for the goods and services covered by the assigned registration and for any other goods and services for which the Mark is presently used, with the right to have priority on Assignor's first date of use or on any application and/or registration being assigned herein.

(b) Assignor hereby further agrees and covenants that Assignor, or Assignor's legal representatives and assigns, as the case may be, shall execute and convey as directed upon Assignee's request (or the request of Assignee's successor or assigns), without demanding any further consideration therefor, any and all other documents, information, evidence or facts requested by Assignee that are known or available to Assignor (or its successor or assigns) relating to said Mark, or the history thereof, as Assignee in its sole discretion deems advisable or necessary in order to fully vest all rights herein transferred to Assignee in Assignee, and will testify as to the same in any interference or other litigation or legal proceeding when requested to do so.

Section 2. Miscellaneous

(a) All terms and conditions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

(b) This Assignment constitutes the entire agreement and supersedes all prior agreements between the parties pertaining to the transfer of the Mark, and shall be deemed binding upon the parties, their heirs, legal representatives and successors.

(c) This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to the choice of law provisions thereof.

(d) Assignor hereby authorizes the United States Patent and Trademark Office to transfer the Mark to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment.

(e) This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument. Any signature page delivered by facsimile or electronically as a scanned signature shall be binding to the same extent as an original signature page with regard to any agreement subject to the terms hereof or any amendment thereto. A party that delivers a signature page in this manner agrees to later deliver an original counterpart to the other party.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement by and through their properly authorized signatories effective as of the Effective Date indicated above.

ASSIGNOR

VITAMIN DISCOUNT CENTER, LLC

By: 

Name: Michael D. Gore

Title: President and Manager

ASSIGNEE

LET'S TALK NUTRITION, LLC

By: 

Name: Michael D. Gore

Title: President and Manager

SCHEDULE A

TRADEMARK	REGISTRATION NUMBER
LET'S TALK NUTRITION	3,106,526

067213341

TRADEMARK

RECORDED: 02/26/2010

REEL: 004157 FRAME: 0618