

TO: IN-IP LAW GROUP, PC COMPANY: 100 TECHNOLOGY DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthy Kids Rx, LLC		09/30/2010	LIMITED LIABILITY COMPANY / Pennsylvania
RECEIVING PARTY DATA			
Name:	BBRX2, LLC		
Street Address:	523 Hudson Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	LIMITED LIABILITY COMPANY / New York		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3575701	HEALTHY KIDS RX THE PRESCRIPTION FOR A HEALTHY KID!	
CORRESPONDENCE DATA			
Fax Number:	(412)727-8237		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4127701348		
Email:	corresp@in-ip.com		
Correspondent Name:	In-IP Law Group, PC		
Address Line 1:	100 Technology Drive		
Address Line 2:	Suite 400		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	5939-10001		
NAME OF SUBMITTER:	Craig M. Waller		
Signature:	/Craig M. Waller/		

OP \$40.00 3575701

FROM

(WED) JAN 26 2011 15:02/ST. 15:00/No. 9301454613 P 4

TO: IN-IP LAW GROUP, PC COMPANY: 100 TECHNOLOGY DRIVE

Date:

12/21/2010

Total Attachments: 2

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TO: IN-IP LAW GROUP, PC COMPANY: 100 TECHNOLOGY DRIVE

SETTLEMENT, ASSIGNMENT AND LICENSE AGREEMENT
BETWEEN
BBRX2, LLC AND HEALTHY KIDS RX, LLC

This agreement ("Agreement") with an Effective Date of October 1, 2010 between BBRX2, LLC, ("BBRX2") a New York Limited Liability Company with a principal place of business at 523 Hudson Street, New York, NY 10014 and Healthy Kids Rx, LLC, ("HKRX") a Pennsylvania Limited Liability Company, with a principal place of business at 10441 Perry Hwy, Wexford, PA 15090.

WHEREAS, HKRX owns U.S. Trademark Reg. No. 3575701 for the mark HEALTHY KIDS RX THE PRESCRIPTION FOR A HEALTHY KID! and Design (the "Mark") claiming a date of first use in commerce of November 19, 2007 (a copy of said registration is attached hereto); and

WHEREAS, BBRX2 has filed Cancellation Proceeding No. 92051050; and

WHEREAS, the parties desire to settle the dispute under fair and reasonable terms;

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Trademark Rights to BBRX2

BBRX2 agrees to pay the sum of \$18,750 to HKRX in exchange for the assignment of the Mark. Payments will be made in three (3) installments: i) \$6,250 payable upon signature to this Agreement; ii) \$6,250 payable within 30 days of signature to this Agreement; and iii) \$6,250 payable within 30 days of confirmation of recordation of assignment with the USPTO, wherein recordation will be made after receiving the second installment.

HKRX hereby assigns to BBRX2 all of HKRX's rights, title, and interest of whatever kind in and to the Mark together with: i) the goodwill of the business relating to the services in respect upon which the Mark is used and for which it is registered; ii) all income, royalties, and damages hereafter due or payable to HKRX with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark by third parties; and iii) all rights to sue for past, present and future infringements or misappropriations of the Mark.

BBRX2 herein grants a right of first refusal to HKRX, such that if at any time BBRX2 proposes to sell or considers the sale of any rights effecting its Trademark rights to the Mark to an unrelated third party, BBRX2 shall first offer to sell to HKRX such rights at the most favorable price, but not more than the proposed sales price, and on the most favorable terms as such are proposed in connection with any third party purchaser. If BBRX2 ceases to do business, BBRX2 will notify HKRX in writing within ninety (90) days and herein grants the option to HKRX to purchase full rights to the mark for the sum of \$18,750 in exchange for the assignment back of the Mark within ninety (90) days of receiving such written notice.

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No party shall have the power to obligate, bind, or act as the agent for the other in any manner whatsoever.

The signatories below warrant and guarantee that they are duly authorized and have full authority to execute this Agreement on behalf of the entity on whose behalf this Agreement is executed.

If any provision of this Agreement shall be found or held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the full extent allowed by law.

BBRX2 shall have the right to assign the Marks and its rights hereunder to a related/affiliated entity upon written notice to HKRX.

No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on a party unless the same shall have been mutually assented to in writing by the parties.

The failure of a party to enforce at any time the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way constitute a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every such provision thereafter. No waiver shall be binding unless in writing and signed by the party waiving the breach.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

BBRX2, LLC

HEALTHY KIDS Rx, LLC

Signature: Signature: 

Name: William Brownstein

Name: Keith Chrisanthus

Title: President

Title: Owner

Date: 10/26/10Date: 9/30/2010