

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
WLS IP, LLC		12/10/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	NUTRI MAGIC, LLC		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85060634	LA MY WAY	
Serial Number:	85060689	LA PLATEAUBREAKER	
Serial Number:	85058741	LA WEIGHT LOSS	
Serial Number:	85020850	LA TO YOUR DOOR	
Serial Number:	85060710	LA RAPID RESULTS	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(202) 756-8000		
Email:	rkim@mwe.com, emalis@mwe.com, washington_ip_docket@mwe.com, ksandacz@mwe.com		
Correspondent Name:	Richard Y. Kim		
Address Line 1:	600 13th Street, N.W.		

CH \$140.00 85060634

Address Line 2: McDermott Will & Emery LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	090509-0011
NAME OF SUBMITTER:	Richard Y. Kim
Signature:	/Richard Y. Kim/
Date:	04/17/2012

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made, entered into and effective as of this 10th day of December, 2010, by **WLS IP, LLC**, a Pennsylvania limited liability company (the "Assignor"), in favor of **NUTRI MAGIC, LLC**, a Delaware limited liability company (the "Assignee"). Capitalized terms not defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of December 7, 2010, by and among the Assignor, the Assignee and the other parties signatory thereto (the "Purchase Agreement").

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of its right, title and interest in, and to execute this Trademark Assignment to enable Assignee to record the assignment of (i) the trademarks and trademark applications, and (ii) all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, foreign counterparts and extensions of the trademarks and trademark applications, in each case listed on Schedule 1 hereto (collectively, the "Assigned Marks").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereby agrees as follows:

1. **Assignment**. The Assignor hereby conveys, transfers and assigns to the Assignee any and all right, title and interest of the Assignor in and to the Assigned Marks and all related common-law rights and all goodwill associated therewith and the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto. The Assignee is to hold all right, title and interest in and to the Assigned Marks as fully and exclusively as it would have been held and enjoyed by the Assignor had the assignment in Section 1 not been made.

2. **Authorization**. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which Assigned Marks are registered to record the Assignee as the assignee and owner of the Assigned Marks and to issue any trademarks which may be granted on any applications included in the Assigned Marks to the Assignee as assignee of the entire right, title and interest therein and thereto.

3. **Further Assurances**. Each party shall, from time to time and at all times hereafter, upon the request of the other parties hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of the Purchase Agreement and this Trademark Assignment. Without limiting the foregoing, the Assignor agrees, without additional consideration, to take such further actions and to execute any powers of attorney, applications, assignments, declarations, affidavits

and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Assigned Marks to the Assignee.

4. **Entire Agreement.** This Trademark Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment.

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon each party and its respective successors and assigns.

6. **Governing Law.** This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York.

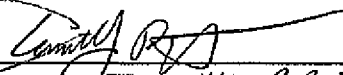
7. **Counterparts.** This Trademark Assignment may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. This Trademark Assignment may be executed and delivered by facsimile or other electronic transmission.

(Signatures begin on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their duly authorized officers as of the date first written above.


"ASSIGNOR":

WLS IP, LLC

By: 
Name: TIMOTHY BALTI
Title: MANAGER

STATE OF PA
COUNTY OF MONTGOMERY

On this 14 day of December, 2010, before me the signatory above personally appeared and acknowledged to be the above-stated officer of WLS IP, LLC, and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.


Notary Public

[SEAL]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Donna M. Foster Notary Public
Horsham Twp. Montgomery County
My Commission Expires Oct. 17, 2012
Member, Pennsylvania Association of Notaries

[Trademark Assignment - Nutri Magic]

"ASSIGNEE":

NUTRI MAGIC, LLC

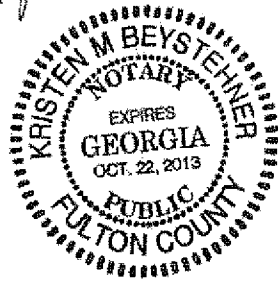
By: *[Signature]*
Name: Fraser Clarke
Title: President

STATE OF Georgia
COUNTY OF Fulton

On this 10th day of December, 2010, before me the signatory above personally appeared and acknowledged to be the above-stated officer of Nutri Magic, LLC, and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

[Signature]
Notary Public

[SEAL]



[Trademark Assignment - Nutri Magic]

SCHEDULE 1**ASSIGNED MARKS**

Trademark and Description	Owner	Serial Number	Registration Number	Registration Date	Filing Date
LA MY WAY Class 44 – weight reduction diet planning, dietary and nutritional guidance, namely, dietary counseling and supervision services. First Use: 3/11/10 In commerce: 3/11/10	WLS IP, LLC	85/060634	N/A	Pending	6/11/2010
LA PLATEAUBREAKER Class 05 – dietary supplements in crystal form that are dissolvable in water. First Use: 10/7/09 In commerce: 10/7/09	WLS IP, LLC	85/060689	N/A	Pending	6/11/2010
LA WEIGHT LOSS Class 05 – dietary supplements in crystal form that are dissolvable in water. First Use: 10/1/04 In commerce: 10/1/04	WLS IP, LLC	85/058741	N/A	Pending	6/11/2010
LA TO YOUR DOOR Class 35 – electronic commerce services, namely, providing information about various weight loss, weight management and diet planning services, as well as various dietary supplements and related weight loss products, via telecommunication networks such as the Internet, for advertising and sales purposes. First Use: 2/6/09 In commerce: 2/6/09	WLS IP, LLC	85/020850	N/A	Pending	4/22/2010
LA RAPID RESULTS Class 44 – weight reduction diet planning, dietary counseling and supervision services First Use: 4/1/10 In commerce: 4/1/10	WLS IP, LLC	85/060710	N/A	Pending	6/11/2010