

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vitamin Shoppe Mariner, Inc.		07/15/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Vitamin Shoppe Industries Inc.
<b>Street Address:</b>	2101 91st Street
<b>City:</b>	North Bergen
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07047
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3285545	S SUPERSUPPLEMENTS
Registration Number:	3090067	S
Registration Number:	3727489	SUPERSUPPLEMENTS
Registration Number:	3736761	WELLNESS STARTS HERE
Registration Number:	3799032	SUPERSUPPLEMENTS
Registration Number:	3886398	S

**CORRESPONDENCE DATA**

Fax Number: 3125801189  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-580-1180  
 Email: [tmdocket@olsonip.com](mailto:tmdocket@olsonip.com)  
 Correspondent Name: OLSON & CEPURITIS, LTD.  
 Address Line 1: 20 North Wacker Drive  
 Address Line 2: 36th Floor  
 Address Line 4: Chicago, ILLINOIS 60606

CH \$165.00 3285545

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	300703-999999
NAME OF SUBMITTER:	Zarah D. Latif
Signature:	/zdl/
Date:	07/24/2013
Total Attachments: 3 source=Vitamin Shoppe Mariner Inc & Vitamin Shoppe Industries Inc#page1.tif source=Vitamin Shoppe Mariner Inc & Vitamin Shoppe Industries Inc#page2.tif source=Vitamin Shoppe Mariner Inc & Vitamin Shoppe Industries Inc#page3.tif	

## ASSIGNMENT OF TRADEMARKS

WHEREAS, Vitamin Shoppe Mariner, Inc., a corporation organized under the laws of Delaware ("Assignor"), having an address of 2101 91<sup>st</sup> Street, North Bergen, New Jersey 07047 ("Assignor"), has adopted, used, is using and is the owner of the trademarks set forth on Schedule I attached hereto and incorporated by reference herein, which are registered, or for which an application for registration has been filed, in the relevant filing offices of certain jurisdictions as set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Vitamin Shoppe Industries Inc., a corporation organized under the laws of New York ("Assignee"), having an address of 2101 91<sup>st</sup> Street, North Bergen, New Jersey 07047, is desirous of acquiring all of Assignor's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, on July 15, 2013, Assignor and Assignee agree as follows:

1. Assignor does hereby convey, transfer, assign and deliver to Assignee, free and clear of all Liens (other than Permitted Liens) and Debt: (i) all right, title and interest of Assignor in and to the Assigned Marks, including all applications, registrations and renewals in connection therewith, together with all goodwill of the business connected with the use thereof and symbolized thereby, (ii) any past, present or future claims or causes of actions arising out of or related to any infringement, dilution or other violation of any of the foregoing, with the right to sue or otherwise recover therefor, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to any of the foregoing, the same to be held and enjoyed by Assignee, and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Effective as of the Closing, Assignor hereby authorizes and requests that the United States Patent and Trademark Office and corresponding authorities in all other relevant jurisdictions where the Assigned Marks are registered, or where applications for registration are pending, record this Assignment.

3. At any time after the Closing Date, Assignor shall execute and deliver such documents as Assignee may reasonably request, or take any additional actions at Assignee's expense, that are necessary to more effectively convey, assign and transfer to Assignee (or to more effectively record or evidence the same) the Assigned Marks.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict provision or rule (whether of such state or any other jurisdiction) that would cause the laws of any other jurisdiction to be applied.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

VITAMIN SHOPPE MARINER, INC.

By: Brenda Galgano  
Name: Brenda Galgano  
Title: CFO

ASSIGNEE:

VITAMIN SHOPPE INDUSTRIES INC.

By: Jean Frydman  
Name: Jean Frydman  
Title: JEAN W. FRYDMAN  
Senior Vice President of Legal,  
General Counsel & Corporate Secretary

*[Signature Page to Assignment of Trademarks]*

**SCHEDULE I**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Class</b>
S SUPERSUPPLEMENTS & Design	United States	78/630,096	May 13, 2005	3285545	August 28, 2007	16,35
S-MAN Logo	United States	78/631,397	May 17, 2005	3090067	May 9, 2006	16, 35
SUPERSUPPLEMENTS	United States	77/640,835	December 29, 2008	3727489	December 22, 2009	35
WELLNESS STARTS HERE	United States	77/757,735	June 11, 2009	3736761	January 12, 2010	35
SUPERSUPPLEMENTS	United States	77/846,482	October 12, 2009	3799032	June 8, 2010	35
S-MAN Logo	United States	85/028,572	May 3, 2010	3886398	December 7, 2010	35
SUPERSUPPLEMENTS	International Bureau (WIPO)	A0017622	October 28, 2009	1021418	October 28, 2009	35
SUPERSUPPLEMENTS & Design	India	2145019	May 16, 2011			35