

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
Nutri/System IPHC, Inc.		06/27/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nourish Snacks, Inc.		
Street Address:	150 East 44th Street		
Internal Address:	Suite 25G		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3261824	NOURISH	
Registration Number:	3261204	NOURISH	
Registration Number:	3261209	NOURISH	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	26486/2		
NAME OF SUBMITTER:	Vanessa A. Ignacio		

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Signature:	/Vanessa A. Ignacio/
Date:	07/30/2013
Total Attachments: 3 source=Nourish Trademark Assignment#page1.tif source=Nourish Trademark Assignment#page2.tif source=Nourish Trademark Assignment#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made by and between Nutri/System IPHC, Inc., a Delaware corporation, having an address at 1011 Centre Road, Suite 322, Wilmington, Delaware 19805 (“Assignor”) and Nourish Snacks, Inc., a Delaware corporation, having an address at 150 East 44th Street, Suite 25G, New York, NY (“Assignee”).

WHEREAS, subject to the terms and conditions of this Trademark Assignment, Assignor wishes to assign to Assignee, and Assignee wishes to receive, all right, title, and interest in and to the trademark registration set forth on Schedule A and all common law and other rights, worldwide, in and to the trademarks that are the subject of such registrations (such rights, collectively, the “Trademarks”).


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

1. Assignor hereby sells, assigns, conveys, transfers, and delivers to Assignee all of its rights, title and interests in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew the subject registrations, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
2. The Assignor agrees, at Assignee’s sole expense, to execute and deliver such documents and to take all such actions which the Assignee may reasonably request to effect the terms of this Assignment and its recordation in the United States Patent and Trademark Office.
3. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
4. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

{signature page to follow}

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

Nutri/System IPHC, Inc., Assignor

By: 
Name: Kathleen E. Simone
Title: Vice President/Treasurer
Date: 6/27/13

Schedule A

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Class</u>	<u>Registration No.</u>
NOURISH	U.S.	IC. 005	3261824
NOURISH	U.S.	IC. 029	3261204
NOURISH	U.S.	IC. 030	3261209