

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348160

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Richard Gossett		06/22/2015	INDIVIDUAL:
RDG Global, LLC		06/22/2015	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vita D'Amore, Inc.		
<b>Street Address:</b>	16255 Ventura Blvd., #625		
<b>City:</b>	Encino		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91436		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4743519	FIT TO WANDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126538701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212 653-8700		
<b>Email:</b>	tbaker@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard, Mullin, Richter & Hampton LLP		
<b>Address Line 1:</b>	30 Rockefeller Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10112		
<b>ATTORNEY DOCKET NUMBER:</b>	0100-092599		
<b>NAME OF SUBMITTER:</b>	Ted Max		
<b>SIGNATURE:</b>	/Ted Max/		
<b>DATE SIGNED:</b>	07/15/2015		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of June 22, 2015 (the "*Effective Date*"), by Richard Gossett, an individual having a residence at 1 Southeast Way, Bronxville, New York 10708 and RDG Global, LLC, a limited liability company organized under the existing laws of the State of New York (the "*Assignors*"), and Vita D'Amore, Inc., a New York corporation (the "*Assignee*"). Any capitalized term not defined herein shall have the meaning set forth in the Agreement (as defined below).

WHEREAS, Assignors own all right, title and interest in and to certain Trademarks; and

WHEREAS, pursuant to the License Agreement, dated as of the date hereof, by and between Assignors and Assignee, ("*Agreement*"), Assignors agreed to assign to Assignee the entirety of Assignors' right, title and interest in and to the Trademarks;

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

1. Assignors hereby unconditionally and irrevocably assign, transfer and convey to Assignee and its successors, assigns and nominees forever, with the good will associated therewith, without any restrictions, reservations or limitations, Assignors' entire right, title and interest in and to the following:

- (a) The Trademarks listed on Schedule A attached hereto;
- (b) Any and all other rights, privileges and priorities of Assignors provided under United States, state or foreign law with respect to the foregoing Trademarks, including common-law rights and rights under the laws of unfair competition (the "*Related Rights*");
- (c) Any and all rights of Assignors to sue at law or in equity for any infringement, unlawful imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and
- (d) Any and all rights to obtain renewals of registrations or other legal protections pertaining to the Trademarks and Related Rights.

2. Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

3. Assignors shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's sole cost and expense, to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

4. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. This Assignment shall be governed by, and be construed in accordance with, the laws of the State of New York (other than the choice of law principles thereof).

6. This Assignment may be executed via facsimile and in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

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

VITA D'AMORE, INC.

By: 

Name: SHANNON MITCHELL

Title: President & CEO

RDG GLOBAL, LLC

By: 

Name: RICHARD GOSSETT

Title: President and CEO

By: 

Name: Richard Gossett

SCHEDULE A

TRADEMARKS

Type	Status	Jurisdiction	Registration/ Application Number	Name of Registered Owner
FIT TO WANDER	REGISTERED	U.S.	4,743,519	Richard Gossett
WANDER-TECH		U.S.		