

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthy Lifestyle Brands, LLC		06/18/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Vitamin Shoppe Industries Inc.		
Street Address:	300 Harmon Meadow Boulevard		
City:	Secaucus		
State/Country:	NEW JERSEY		
Postal Code:	07094		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2855726	VITAMIN ADVISOR	
CORRESPONDENCE DATA			
Fax Number:	2129860604		
<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>			
Phone:	2128834900		
Email:	phipdocketing@cozen.com		
Correspondent Name:	Edward M. Weisz		
Address Line 1:	277 Park Avenue, 20th Floor		
Address Line 2:	Cozen O'Connor		
Address Line 4:	New York, NEW YORK 10172		
ATTORNEY DOCKET NUMBER:	441105.000		
NAME OF SUBMITTER:	Edward M. Weisz		
SIGNATURE:	/Edward M. Weisz/		
DATE SIGNED:	06/18/2019		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of June 18, 2019, is entered into by and between HEALTHY LIFESTYLE BRANDS, LLC, an Arizona limited liability company ("Assignor"), and VITAMIN SHOPPE INDUSTRIES INC., a New York corporation ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and, each, a "Party". Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

BACKGROUND

Assignor, Assignee and Vitamin Shoppe, Inc., a Delaware corporation and the parent of Assignee, are parties to an Asset Purchase Agreement, dated as of February 18, 2019 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign and transfer to Assignee, and Assignee has agreed to purchase and acquire, all of Assignor's right, title and interest in, to and under, among other things, the trademark identified in Schedule A attached hereto and incorporated herein by reference, the goodwill associated therewith, and the registrations and/or applications for the trademark reflected in the attached schedule (collectively, the "Trademarks"); and

In connection with and as a condition of the closing of the transactions contemplated by the Purchase Agreement, which closing is being completed on the date hereof, Assignor is executing and delivering this Assignment to Assignee to transfer and assign to Assignee all of Assignor's right, title and interest in, to and under all of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks, together with all income, royalties, damages and payments due or payable as of the date hereof or thereafter with respect to the Trademarks, together with the goodwill of the business associated therewith (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that now or hereafter may be secured throughout the world, the same to be held and enjoyed by the said Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made, and all common law rights in the Trademarks.
2. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the internal Laws of the State of New York applicable to agreements made and to be performed entirely within such state, without reference to its conflict of law rules.

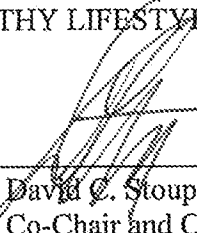
3. This Assignment is being executed and delivered by Assignor and Assignee pursuant to Section 8.2(c) and 8.3(c) of the Purchase Agreement and is made subject to the provisions of the Purchase Agreement. Assignor's and Assignee's liability in connection with this Assignment shall be governed in accordance with the Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, in the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. This Assignment shall not be modified or amended except by a written instrument signed by the Seller and the Buyer. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any Ancillary Agreement.
4. Assignor hereby authorizes Assignee to request the relevant governmental entity in each applicable country or jurisdiction to record Assignee as the assignee and owner of such Trademarks, as applicable, and hereby consents to such recordal.
5. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or .pdf transmission will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, any Party executing this Assignment by facsimile or other form of electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or other form of electronic transmission.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed or caused this Assignment to be executed as of the date first written above.

ASSIGNOR

HEALTHY LIFESTYLE BRANDS, LLC

By:  _____

Name: David C. Stoup

Title: Co-Chair and CEO

IN WITNESS WHEREOF, Assignee has executed or caused this Assignment to be executed as of the date first written above.

ASSIGNEE

VITAMIN SHOPPE INDUSTRIES INC.

By: 
Name: Chuck Knight
Title: EVP, Chief Financial Officer

TRADEMARK



VITAMIN ADVISOR (Design)

U.S. Registration No. 2,855,726