

10-29-2001

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 101888269
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Weider Nutrition Group, Inc.

10/03/01

Individual(s)

General Partnership

☒ Corporation-State of Utah

Other

Association

Limited Partnership

Additional name(s) of conveying party(ies) attached?

Yes ☒ No

3. Nature of conveyance:

☒ Assignment

Security Agreement

Other

Merger

Change of Name

Execution Date: September 1, 1996

2. Name and address of receiving party(ies):

Name: Weider Nutrition International, Inc.Internal Address: 2002 South 5070 WestCity: Salt Lake City State: Utah Zip: 84104

Individual(s) citizenship

Association

General Partnership

Limited Partnership

☒ Corporation-State of Delaware

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & Address(es) attached?

Yes ☒ No

4. Application number(s) or registration number(s): Application Number 76/266,674

A. Trademark Application No.(s) B. Trademark registration No.(s)

Additional numbers attached?

Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Preston C. RegehrInternal Address: PARSONS BEHLE & LATIMERStreet Address: 201 South Main Street, Suite 1800City: Salt Lake City State: Utah Zip: 84111
 10/26/2001 GTOW11 00000187 500581 76266674
 01 FC:481 40.00 CH

6. Total number of applications and registrations involved: 1

7. Total Fee (37 CFR 3.41):\$ 40.00

Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0581

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Preston C. Regehr

Name of Person Signing

Signature

Date

Oct 2/01

Total number of pages comprising cover sheet: 1

NUNC PRO TUNC
ASSIGNMENT OF TRADEMARK
AND
THE UNITED STATES REGISTRATION THEREOF

WHEREAS, Weider Nutrition Group, Inc., a corporation organized and existing under the laws of the State of Utah, having a place of business at 2002 South 5070 West, Salt Lake City, Utah 84104 ("ASSIGNOR"), acquired, adopted and used, and thereby, owns all rights, title and interests in and to the trademark and United States Registration thereof issued pursuant to an application filed February 10, 1997, as identified in Exhibit A attached hereto and by this referenced incorporated herein (the "Mark" and "Registration", respectively), along with the goodwill of the businesses appurtenant to said Mark; and

WHEREAS, on September 1, 1996, ASSIGNOR informally assigned its entire rights, title and interests in and to essentially all of its trademarks and any subsequent trademarks and applications, and the goodwill appurtenant thereto, to Weider Nutrition International, Inc., a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 2002 South 5070 West, Salt Lake City, Utah 84104 ("ASSIGNEE"); and

WHEREAS, ASSIGNEE desires to formalize the above-noted assignment, and more specifically, for ASSIGNOR to execute this instrument of assignment, whereby ASSIGNOR formally assigns its entire rights, title and interests in and to the Mark and Registration, and the goodwill appurtenant thereto, to ASSIGNEE, nunc pro tunc February 10, 1997, for the purpose, inter alia, of enabling ASSIGNEE to record said assignment with the United States Patent and Trademark Office; and

WHEREAS, ASSIGNOR is willing to execute this instrument of assignment to formalize its above-noted assignment, nunc pro tunc February 10, 1997 the date of filing of the application for the Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, nunc pro tunc February 10, 1997, its full and entire rights, title and interests in and to the Mark and Registration identified in said Exhibit A, and the attendant goodwill associated with and symbolized by the Mark, the same to vest in ASSIGNEE nunc pro tunc February 10, 1997, including, without limitation, the right to register the Mark in the United States and all jurisdictions in the world which register trademarks.

ASSIGNOR hereby represents and warrants, nunc pro tunc February 10, 1997, that (i) it is the sole owner of the Mark and the goodwill associated therewith, the Registration thereto; (ii) the Registration thereof was not obtained fraudulently or contrary to any provision of Title 15, Chapter 22 of the United States Code; (iii) the United States Registration thereof is not the subject of any cancellation proceedings in the United States Patent and Trademark Office; (iv) it has granted no licenses to any other party to use the Mark in the United States; (v) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Mark or

Registration, or any other rights or interests therein which are adverse to chose of ASSIGNOR; and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding, with any other person or legal entity relating to the Mark and/or Registration which would be breached or otherwise violated by the foregoing assignment of the Mark and Registration. In this connection, ASSIGNOR states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth therein.

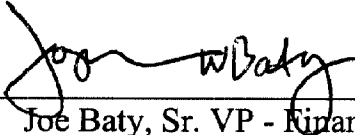
ASSIGNOR hereby agrees, nunc pro tunc February 10, 1997, that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Mark and Registration, as the case may be, in the United States.

ASSIGNOR further agrees, nunc pro tunc February 10, 1997, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark office, so that ASSIGNEE's ownership of the Mark and Registration is duly made of record in the United States Patent and Trademark office.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below, effective nunc pro tunc February 10, 1997.

WEIDER NUTRITION GROUP, INC. ("ASSIGNOR")

Dated: September 13, 2001

By: 
Joe Baty, Sr. VP - Finance

WEIDER NUTRITION GROUP, INC.
U.S. REGISTERED TRADEMARK

<u>Mark</u>	<u>Filing Date</u>	<u>App. No.</u>
EXCEL SPORTS	March 31, 1997	75/266,674

EXHIBIT A

RECORDED: 10/03/2001

TRADEMARK
REEL: 2390 FRAME: 0563