

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
American Body Building Products, L.L.C.		11/30/2004	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Optimum Nutrition, Inc.		
Street Address:	600 N. Commerce Street		
City:	Aurora		
State/Country:	ILLINOIS		
Postal Code:	60504		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76588399	ANABOLIC MILK PROTEIN	
CORRESPONDENCE DATA			
Fax Number:	(630)871-9869		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	630-871-2604		
Email:	fullerton@ccmlawyer.com		
Correspondent Name:	Paul M. Fullerton		
Address Line 1:	2100 Manchester Road		
Address Line 2:	Suite 1750		
Address Line 4:	Wheaton, ILLINOIS 60187		
NAME OF SUBMITTER:	Jean M. Erhardt		
Total Attachments: 2			
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**ASSIGNMENT OF TRADEMARK
(AND PENDING REGISTRATION) THEREOF**

WHEREAS, American Body Building Products, L.L.C., a corporation organized and existing under the laws of the State of Illinois, having a principal place of business at 600 North Commerce Street, Aurora, Illinois 60504 (“ASSIGNOR”), acquired, adopted and used, and thereby owns all rights, title and interests in and to the trademark “ANABOLIC MILK PROTEIN” and United States application for registration thereof, Serial No. 76/588,399 (the “Mark” and “Application”) respectively, along with the goodwill of the business appurtenant to said Mark; and

WHEREAS, ASSIGNOR desires to assign its entire rights, title and interests in and to the Mark and Application, and the goodwill appurtenant thereto, to Optimum Nutrition, Inc., a corporation organized and existing under the laws of the State of Florida, having a principal place of business at 600 North Commerce Street, Aurora, Illinois 60504 (“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 Application, and the goodwill appurtenant thereto, to ASSIGNEE effective November 29, 2004.

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, pursuant to the terms of the Agreement, its full and entire rights, title and interests in and to the Mark and Application, and the attendant goodwill symbolized by the Mark, the same to vest in ASSIGNEE, including without limitation n, the right to register the Mark in the United States and all jurisdictions in the world which register trademarks.

ASSIGNOR hereby represents and warrants that (i) it is the sole owner of the Mark and the goodwill associated therewith, and the Application relating thereto; (ii) it has granted no licenses to any other party to use the Mark in the United States; (iii) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Mark or Application or any other rights or interests therein which are adverse to those of ASSIGNOR, and (iv) 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 Application which would be breached or otherwise violated by the foregoing assignment of the Mark and Application. In this connection, ASSIGNOR states that it makes no the representations or warranties whatsoever, expressed or implied, except as specifically set forth herein.


ASSIGNOR hereby agrees 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 Application, as the case may be, in the United States.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument this 30 day of November, 2004.

ASSIGNOR:

**AMERICAN BODY BUILDING
PRODUCTS, L.L.C.**, an Illinois limited liability company

By: **OPTIMUM NUTRITION, INC.**,
a Florida corporation
Its: Managing Member

By: 
Lon Messenger
Its: Chief Financial Officer