

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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.		01/18/2005	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	Science Foods, L.L.C.
Street Address:	600 N. Commerce Street
City:	Aurora
State/Country:	ILLINOIS
Postal Code:	60504
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1697907	BIG TIME
Registration Number:	2912522	DIET ENERTEA
Registration Number:	2910177	ENERTEA
Registration Number:	2360658	RIPPED TO THE MAX
Registration Number:	2573367	RIPPED TO THE MAX
Registration Number:	2910178	SCIENCE CARB H2O
Registration Number:	1973740	SCIENCE FOODS
Registration Number:	2874177	SHREDZ
Registration Number:	2008057	WHITE LIGHTNING
Serial Number:	76588398	NITROCORE
Serial Number:	76579009	SCIENCEFOODS
Serial Number:	76579010	SCIENCEFOODS
Serial Number:	76579008	SCIENCEFOODS
Serial Number:	76579007	SCIENCEFOODS

OP \$465.00 1697907

Serial Number:	76566014	SYSTEMATIC SOLUTIONS FOR FITNESS
Serial Number:	76566013	SYSTEMATIC SOLUTIONS FOR FITNESS
Serial Number:	76566015	SYSTEMATIC SOLUTIONS FOR FITNESS
Serial Number:	76566016	SYSTEMATIC SOLUTIONS FOR FITNESS

CORRESPONDENCE DATA

Fax Number: (630)871-9869

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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 60126

NAME OF SUBMITTER:	Paul M. Fullerton
Signature:	/Paul M. Fullerton/
Date:	01/21/2005

Total Attachments: 3

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**ASSIGNMENT OF TRADEMARKS
AND
THE UNITED STATES REGISTRATIONS
(AND PENDING REGISTRATIONS) 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 trademarks and United States Registrations thereof, and United States applications for registration thereof, identified in **Exhibit A** attached hereto and incorporated herein (the "Marks," "Registrations" and "Applications") respectively, along with the goodwill of the business appurtenant to said Marks, Registrations and Applications; and

WHEREAS, on January 18, 2005, ASSIGNOR informally assigned its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto, to Science Foods, L.L.C., a limited liability company 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 Marks, Registrations and Applications, and the goodwill appurtenant thereto, to ASSIGNEE effective January 18, 2005.

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 Marks, Registrations and Applications identified in said **Exhibit A**, and the attendant goodwill symbolized by the Marks, the same to vest in ASSIGNEE, including without limitation, the right to register the marks 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 Marks and the goodwill associated therewith, the Registrations thereof and the Applications relating thereto; (ii) the Registrations thereof were not obtained fraudulently or contrary to any provision of title 15, Chapter 22 of the United States Code; (iii) the United States Registrations thereof are not the subject of any cancellation proceeding in the United States Patent and Trademark Office; (iv) it has granted no licenses to any other party to use the Marks 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 Marks, Registrations or Applications or any other rights or interests therein which are adverse to those 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 Marks, Registrations and/or Applications which would be breached or otherwise violated by the foregoing assignment of the Marks, Registrations and

Applications. 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 Marks, Registrations and Applications, as the case may be, in the United States.

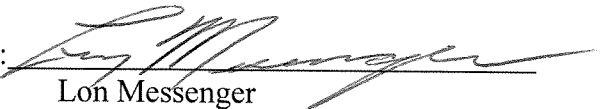
ASSIGNOR further agrees that at the request of ASSIGNEE, and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully 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 Marks, Registrations and Applications is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument this 18TH day of January, 2005.

ASSIGNOR:

**AMERICAN BODY BUILDING
PRODUCTS, L.L.C.**

By: **OPTIMUM NUTRITION, INC.**, its Member

By: 
Lon Messenger

Its: Chief Financial Officer

Exhibit A
to
Assignment of Trademarks
(and Pending Registrations Thereof)

Registration/ Serial No.	Trademark	Class	Filing Date	Registration Date
1,697,907	BIG TIME	32		6/30/1992
2,912,522	DIET ENERTEA	30		12/21/2004
2,910,177	ENERTEA	30		12/14/2004
2,360,658	RIPPED TO THE MAX	5		6/6/2000
2,573,367	RIPPED TO THE MAX	32		5/28/2002
2,910,178	SCIENCE CARBS H ₂ O	5		12/14/2004
1,973,740	SCIENCE FOODS	32		5/14/1996
2,874,177	SHREDZ	32		8/17/2004
2,008,057	WHITE LIGHTNING	32		10/15/1996
76/588,398	NITROCORE	32	4/22/2004	
76/579,009	SCIENCE FOODS plus design	5	3/1/2004	
76/579,010	SCIENCE FOODS plus design	18	3/1/2004	
76/579,008	SCIENCE FOODS plus design	25	3/1/2004	
76/579,007	SCIENCE FOODS plus design	32	3/1/2004	
76/566,014	SYSTEMATIC SOLUTIONS FOR FITNESS	5	12/9/2003	
76/566,013	SYSTEMATIC SOLUTIONS FOR FITNESS	18	12/9/2003	
76/566,015	SYSTEMATIC SOLUTIONS FOR FITNESS	21	12/9/2003	
76/566,016	SYSTEMATIC SOLUTIONS FOR FITNESS	25	12/9/2003	