

08-06-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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8-6-04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

8-6-04

1. Name of conveying party(ies)/Execution Date(s):
AMERICAN BODY BUILDING PRODUCTS, LLC

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? Yes No

Name: OPTIMUM NUTRITION, INC.

Internal Address: 600 N. Commerce Street

Street Address:

City: Aurora

State: Illinois

Country: USA Zip: 60504

- Individual(s)
- General Partnership
- Corporation-State
- Other Illinois limited liability co.
- Association
- Limited Partnership

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship Illinois

Other Citizenship

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)

Citizenship (see guidelines)

Execution Date(s) July 29, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/565,804 76/565,805
76/565,806 76/565,807

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ON plus design

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

Name: Mr. Paul M. Fullerton

Internal Address: Clingen Callow & McLean, LLC

Street Address: 2100 Manchester Road
Suite 1750

City: Wheaton

State: Illinois Zip: 60187

Phone Number: 630-871-2604

Fax Number: 630-871-9869

Email Address: fullerton@ccmlawyer.com

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Paul M. Fullerton
Signature

8-5-04
Date

Paul M. Fullerton
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/06/2004 610M11 00000064 76565804

40.00 DP
75.00 DP

01 FC:0521
02 FC:0522

TRADEMARK
REEL: 003021 FRAME: 0689

**ASSIGNMENT OF TRADEMARKS
(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 applications for registration thereof, identified in **Exhibit A** attached hereto and incorporated herein (the "Marks" and "Applications") respectively, along with the goodwill of the business appurtenant to said Marks and Applications; and

WHEREAS, on July 29, 2004, ASSIGNOR informally assigned its entire rights, title and interests in and to the Marks and Applications, 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 Marks and Applications, and the goodwill appurtenant thereto, to ASSIGNEE effective July 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 Marks 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, and the Applications relating thereto; (ii) it has granted no licenses to any other party to use the Marks 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 Marks or Applications 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 Marks and/or Applications which would be breached or otherwise violated by the foregoing assignment of the Marks 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 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 and Applications is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument this 29th day of July, 2004.

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)

Serial No.	Trademark	Class	Filing Date
76/565,807	ON with design	5	11/28/2003
76/565,806	ON with design	21	11/28/2003
76/565,805	ON with design	25	11/28/2003
76/565,804	ON with design	32	11/28/2003