

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ISI Brands, Inc.		06/20/2006	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nutrabolics, Inc.		
<b>Street Address:</b>	170-13040 #2 Road		
<b>City:</b>	Richmond		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V7E 2G1		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1511454	NUTRABOLICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(870)355-4812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	469-371-3082		
<b>Email:</b>	jefflook@trademarkguru.biz		
<b>Correspondent Name:</b>	Jeffrey J. Look		
<b>Address Line 1:</b>	P.O. Box 364		
<b>Address Line 4:</b>	Eudora, ARKANSAS 71640		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jeffrey J. Look		
<b>Address Line 1:</b>	P.O. Box 364		
<b>Address Line 4:</b>	Eudora, ARKANSAS 71640		
<b>NAME OF SUBMITTER:</b>	Jeffrey J. Look		

OP \$40.00 1511454

Signature:

/jeffreyjlook/

Date:

06/21/2006

Total Attachments: 2

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## TRADEMARK ASSIGNMENT AGREEMENT

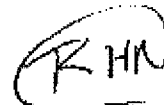
WHEREAS, ISI Brands, Inc., a Michigan corporation whose address is 3133 Orchard Vista Drive, Grand Rapids, Michigan 49546 ("Assignor"), is the record owner of the entire right, title and interest in and to U.S. Trademark Registration No. 1,511,454 for the mark NUTRABOLICS ("Trademark"); and

WHEREAS, Assignor has agreed to assign and transfer its entire right, title and interest in and to the Trademark, together with all of the goodwill associated therewith and symbolized thereby, including all common-law rights associated with the Trademark by virtue of its use in commerce, to Nutrabolics, Inc., a Canadian corporation whose address is 170-13040 #2 Road, Richmond, V7E 2G1 Canada ("Assignee").

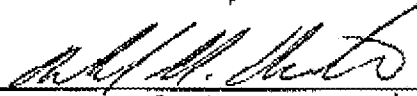
WHEREAS, this Assignment is contingent on the Assignee paying to Assignor and Assignor receiving from Assignee the sum of five thousand dollars (\$5,000.00 US) via wire transfer within 48 hours of the execution of this Assignment and, if such contingency is not fulfilled the executed Assignment shall be void *ab initio*.

NOW, THEREFORE, in view of the premises herein and for good and valuable consideration, Assignee agrees to pay to Assignor the sum of five thousand dollars (\$5,000.00 US) via wire transfer within 48 hours of the execution of this Assignment and Assignor agrees to, and does hereby, sell, convey, transfer and assign and deliver unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark, together with the goodwill associated therewith and symbolized thereby, and in and to any and all renewals thereof, together with all rights to sue and recover for past infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee provided, however, that if Assignee does not pay to Assignor and Assignor does not receive from Assignee the sum of five thousand dollars (\$5,000.00 US) via wire transfer within 48 hours of the execution of this Assignment Agreement this Assignment Agreement in its entirety, including the assignment herein, shall be void *ab initio*. Assignee further agrees to promptly dismiss Cancellation Proceeding No. 92045806 before the United States Patent and Trademark Office Trademark Trial and Appeal Board. This Assignment Agreement shall be governed by the laws of the United States and the State of New York and may be executed in counterparts. This Assignment Agreement shall be null and void unless executed by both parties.

IN WITNESS WHEREOF, Assignor has caused this Assignment Agreement to be executed by a duly authorized officer on this 20<sup>th</sup> day of June, 2006.

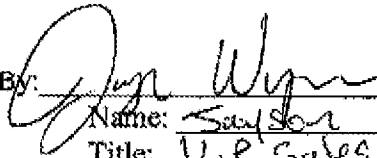


ISI BRANDS, INC.

By:   
Name: Richard H. Newirth  
Title: General Counsel + Secretary

IN WITNESS WHEREOF, Assignee has caused this Assignment Agreement to be executed by a duly authorized officer on this 20<sup>th</sup> day of June, 2006.

NUTRABOLICS, INC.

By:   
Name: Sandra Wamer  
Title: V.P. Sales and Marketing

#1271806