

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.		02/13/2007	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: 5			
Property Type	Number	Word Mark	
Registration Number:	2811132	ABB	
Registration Number:	2628224	ABB	
Registration Number:	2628225	ABB	
Registration Number:	2906100	ABB	
Registration Number:	3114540	ABB	
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, Suite 1750		
Address Line 4:	Wheaton, ILLINOIS 60187		
NAME OF SUBMITTER:	Paul M. Fullerton		

OP \$140.00 2811132

Signature:

/Paul M. Fullerton/

Date:

02/14/2007

Total Attachments: 3

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**ASSIGNMENT OF
TRADEMARKS AND
UNITED STATES REGISTRATIONS THEREOF**

WHEREAS, American Body Building Products, L.L.C., a limited liability company 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, identified in **Exhibit A** attached hereto and incorporated herein (the "Marks" and "Registrations") respectively, along with the goodwill of the business appurtenant to said Marks and Registrations; and

WHEREAS, on February 13, 2007, ASSIGNOR informally assigned its entire rights, title and interests in and to the Marks and Registrations, 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 Registrations, and the goodwill appurtenant thereto, to ASSIGNEE effective February 13, 2007.

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 Registrations 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 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 Registrations thereof; (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 and Registrations. 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 Registrations, 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 Registrations is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument this 13th day of February, 2007

ASSIGNOR:

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

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

By: 

Lon Messenger,
Chief Financial Officer

Exhibit A
to
Assignment of Trademarks
(and United States Registrations Thereof)

Registration/Serial No.	Trademark	Class	Registration Date
2,811,132	ABB	5	02/03/2004
2,628,224	ABB plus design	5	10/01/2002
2,628,225	ABB plus design	5	10/01/2002
2,906,100	ABB plus design	25	11/30/2004
3,114,540	ABB plus design	25	07/11/2006