

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/30/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Higher Power, Inc.		06/30/2006	CORPORATION: IDAHO

**RECEIVING PARTY DATA**

Name:	Bodybuilding.com, LLC
Street Address:	305 Steelhead Way
City:	Boise
State/Country:	IDAHO
Postal Code:	83704
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	78659749	TEENBODYBUILDING.COM
Serial Number:	78635799	M1T2
Serial Number:	78613162	ATHLETES.COM EXTREME COMPETITIVE ADVANTAGE
Serial Number:	78613044	BODY BUILDING.COM

**CORRESPONDENCE DATA**

Fax Number: (949)863-0151  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 949-567-3527  
 Email: spooners@pepperlaw.com  
 Correspondent Name: Scott Spooner  
 Address Line 1: 5 Park Plaza  
 Address Line 2: Suite 1700  
 Address Line 4: Irvine, CALIFORNIA 92614-8503

ATTORNEY DOCKET NUMBER:	132300.1
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OP \$115.00 78659749

NAME OF SUBMITTER:	Scott Spooner
Signature:	/Scott Spooner/
Date:	04/17/2007
<b>Total Attachments: 7</b> source=IP Notarized #1#page1.tif source=IP Notarized #1#page2.tif source=IP Notarized #1#page3.tif source=IP Notarized #1#page4.tif source=IP Notarized #1#page5.tif source=IP Notarized #1#page6.tif source=IP Notarized #1#page7.tif	

## INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAMES ASSIGNMENT

This **INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAMES ASSIGNMENT** ("Assignment") is effective on the \_\_\_\_ day of June, 2006 by and between Higher Power, Inc., an Idaho corporation ("*Corporation*" or the "*Assignor*"), and Bodybuilding.com, LLC, a Delaware limited liability company ("*Assignee*"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Contribution Agreement (as defined below).

**WHEREAS**, pursuant to the Contribution Agreement dated the date hereof (the "*Contribution Agreement*") by and between the Corporation and Assignee, the Assignor contributed substantially all of the assets of Assignor to the Assignee;

**WHEREAS**, pursuant to the Contribution Agreement, Assignor and Assignee agreed to enter into this Assignment pursuant to which Assignor shall assign to Assignee Assignor's entire right, title and interest in and to its Intellectual Property Rights and Domain Names that are part of the Corporation Assets.

**NOW, THEREFORE**, pursuant to the terms of the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

### INTELLECTUAL PROPERTY RIGHTS

1. Assignor hereby sells, assigns and transfers to Assignee any and all of Assignor's right, title and interest in and to the Intellectual Property Rights of Assignor, including, but not limited to, those Intellectual Property Rights set forth on Exhibit A.
2. Assignee hereby accepts the foregoing assignment; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute a Corporation Assumed Liability.
3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor takes in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to transfer, consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Intellectual Property Rights conveyed herein by Assignor, with for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

### DOMAIN NAMES

4. Assignor hereby sells, assigns and transfers to Assignee any and all of Assignor's right, title and interest in and to the Corporation Domain Names, including, but not limited to, those Domain Names set forth on Exhibit B.

5. Assignee hereby accepts the foregoing assignment; provided, however, that Assignee does not agree to assume any liability, debt, or obligation other than one which may constitute a Corporation Assumed Liability.

6. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor takes in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to transfer, consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Corporation Domain Names, including, but not limited to, those Domain Names set forth on Exhibit B.

### GENERAL

7. Entire Agreement. This Assignment, the Contribution Agreement, the Bill of Sale, the Assignment and Assumption Agreement and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

8. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

9. Governing Law. This Assignment shall be governed by and construed under the laws of the Delaware, excluding any conflicts of laws rule or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

10. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

11. Notices. All notices and other communications hereunder shall be in writing and shall be given either personally or by United States overnight express mail, postage prepaid, or by nationally-recognized courier service guaranteeing next business day delivery, charges prepaid, or by fax, to such party's address (or to such party's fax number). All notices shall be deemed received on the date when dispatched in accordance the foregoing sentence.

To Assignor:

HIGHER POWER, INC.  
305 Steelhead Way  
Boise, ID 83704  
Attn.: [            ]  
Tel. No. [            ]  
Fax No. [            ]

with a copy thereof  
to its counsel:

Fredrikson & Byron, P.A.  
200 South Sixth Street, Suite 4000  
Minneapolis, MN 55402-1425  
Attn: Sean P. Kearney  
Fax: (612) 492-7077

To Assignee: BODYBUILDING.COM, LLC.  
305 Steelhead Way  
Boise, ID 83704  
Attn.: [            ]  
Tel. No. [           ]  
Fax No. [           ]

with a copy thereof [            ]  
to its counsel: [            ]  
[            ]  
[            ]

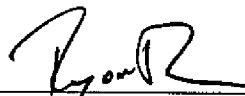
Notice of any change in any such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the party entitled to receive such notice may waive the giving of such notice.

12. Counterparts. This Assignment may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

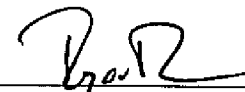
13. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

**HIGHER POWER, INC.**

By:   
Name:  
Title:

**BODYBUILDING.COM, LLC**

By:   
Name:  
Title:

**EXHIBIT A**  
**INTELLECTUAL PROPERTY RIGHTS**

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Application No./ Registration No.</b>	<b>Filing Date/ Registration Date</b>
TEENBODYBUILDING.COM & Design	United States	78/659,749	06/28/05
MIT2 (ABANDONED)	United States	78/635,799	05/24/05
ATHLETES.COM EXTREME COMPETITIVE ADVANTAGE & Design	United States	78/613,162	04/20/05
BODYBUILDING.COM & Design	United States	78/613,044	04/20/05

Common Law Marks:

- (a) wholesale-creatine.com
- (b) teenbodybuilding.com
- (c) protien.com (sic)
- (d) naturalsteroids.com
- (e) bodybuilding.com
- (f) bodybuilders.com
- (g) athletes.com
- (h) searchbodybuilding.com

**EXHIBIT B**

**CORPORATION DOMAIN NAMES**

Domain Names:

- (a) wholesale-creatine.com
- (b) teenbodybuilding.com
- (c) protien.com (sic)
- (d) naturalsteroids.com
- (e) bodybuilding.com
- (f) bodybuilders.com
- (g) athletes.com
- (h) searchbodybuilding.com

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ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ : ss.  
\_\_\_\_\_ :

Ryan DeWica, being duly sworn, says that he is CFO of  
HIGHER POWER, INC., an Idaho corporation, and acknowledges that he did sign the  
Assignment on behalf of HIGHER POWER, INC., pursuant to due authority.

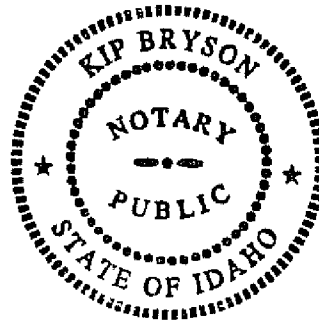
By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn to and subscribed  
before me this 30 day  
of June, 2006.

[Signature]  
Notary Public

My commission expires: 8 Aug 2006

(SEAL)





**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ : ss.  
\_\_\_\_\_ :

Ryan Delvec, being duly sworn, says that he is CEO of BODYBUILDING.COM, LLC., a Delaware limited liability company, and acknowledges that he did sign the Assignment on behalf of BODYBUILDING.COM, LLC, pursuant to due authority.

By: Ryan R  
Name: \_\_\_\_\_  
Title:

Sworn to and subscribed  
before me this 30 day  
of June, 2006.

Kip Bryson  
Notary Public

My commission expires: 8 Aug 2006

(SEAL)

