

**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>
Xyience Incorporated		05/02/2008	CORPORATION: NEVADA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Manchester Consolidated Corp.
<b>Street Address:</b>	4572 West Hacienda
<b>City:</b>	Las Vegas
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89118
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Registration Number:	3277166	FEEL IT NOW
Registration Number:	3165738	NOX-CG3
Registration Number:	3066074	XCFB
Registration Number:	3278061	XENERGY
Registration Number:	3164937	XFBAM
Registration Number:	3309616	XGAINER
Registration Number:	3066075	XNGF
Registration Number:	3066076	XSEX
Registration Number:	3270036	XSTART
Registration Number:	3066077	XTEST
Registration Number:	3270038	XTKO
Registration Number:	3159492	XYIENCE
Registration Number:	3159491	XYIENCE EXTREME SCIENCE
Registration Number:	3270039	XYME

**CH \$965.00 3277166**

Serial Number:	78855966	18 DUMMY
Serial Number:	78855985	18 DUMMY
Serial Number:	76625955	FLATLINE
Serial Number:	78808530	GO DUMB
Serial Number:	78808527	GO DUMB
Serial Number:	76625956	NOX-CG
Serial Number:	78592843	XELERATE
Serial Number:	78747843	XEN
Serial Number:	77094011	XENERGY
Serial Number:	77094025	XENERGY
Serial Number:	77185242	XENERGY
Serial Number:	78873870	XENERGY
Serial Number:	78747846	X-HYPHY
Serial Number:	78747826	XHYPHY
Serial Number:	78851781	XMALT
Serial Number:	78851713	XMOTION
Serial Number:	78851735	XPROTEIN
Serial Number:	78851745	XRTD 30
Serial Number:	78747848	XSHOTZ
Serial Number:	78747805	X-START
Serial Number:	78747853	XYDRATE
Serial Number:	78853955	XYNERGY
Serial Number:	78851765	XYTAMINS
Serial Number:	78882870	ZENERGY

**CORRESPONDENCE DATA**

Fax Number: (702)949-8398  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (702) 949-8200  
Email: TRADEMARKS2-LASVEGAS@LRLAW.COM  
Correspondent Name: Jennifer K. Craft, Esq.  
Address Line 1: 3993 Howard Hughes Parkway, Ste. 600  
Address Line 4: Las Vegas, NEVADA 89169

ATTORNEY DOCKET NUMBER:	49068-00001 (TO MANCH.)
NAME OF SUBMITTER:	Jennifer K. Craft, Esq.
Signature:	/Jennifer K. Craft/

**TRADEMARK**

Date:

07/07/2008

Total Attachments: 1

source=Bill of Sale - Xyience to Manchester#page1.tif

**BILL OF SALE**

In consideration of the transfer of two hundred thousand dollars (\$200,000) and other good and valuable consideration by Manchester Consolidated Corp., an Ontario corporation, or its assignee ("*Purchaser*") to Xyience Incorporated, a Nevada corporation, a Seller and Seller-in-possession in Case No. BK-S-08-10474-MKN pending in the U.S. Bankruptcy Court for the District of Nevada ("*Seller*"), the receipt and sufficiency of which is hereby acknowledged, Seller does hereby grant, sell, assign, transfer, convey, set over and delivery to Purchaser, this date, the following:

Except the Excluded Assets and as set forth in section 1.11 of the Asset Purchase Agreement, and on the terms and subject to the conditions set forth in the Asset Purchase Agreement, all of the Debtor's Assets as they exist on the day of Closing, including but not limited to, (i) all inventory of all products sold or marketed by Seller; (ii) all accounts receivable of Seller; (iii) all cash and deposit accounts of the Seller; (iv) all intellectual property of the Seller, including patents, trademarks, trade names, industrial designs, copyrights, licenses, inventions and any and all other intellectual property rights related to any of the Assets; (v) telephone numbers, web sites and domains and other intangibles used in the operation of Seller's business; (vi) all goodwill associated with the operation of the Seller's Assets; and (vii) agreements, leases and contracts of the Seller that Purchaser identified in the course of its due diligence for assignment, including slotting and distribution agreements, to the extent such agreements and contracts are assignable ("*Purchased Assets*")

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in that certain Asset Purchase Agreement, dated March 17, 2008 between Seller and Purchaser ("*Asset Purchase Agreement*").

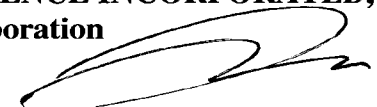
All of the Purchased Assets are transferred to Purchaser, its successors and assigns, to have and to hold to and for its and their own proper right, use and benefit forever.

Except for the Zyen Security Interest or as otherwise specifically provided in the Asset Purchase Agreement, Seller covenants with Purchaser, its successors and assigns, that Seller is the lawful owner of the Purchased Assets and has good right to sell them and that the Purchased Assets are free from all liens and encumbrances.

This Bill of Sale is being delivered pursuant to, and is subject to the terms of, the Asset Purchase Agreement.

Date: MAY 2, 2008

**XYIENCE INCORPORATED, a Nevada corporation**

By:   
Omer Sattar, President