

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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, LLC		08/15/2008	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: 1			
Property Type	Number	Word Mark	
Serial Number:	77548155		
CORRESPONDENCE DATA			
Fax Number:	(630)871-9869		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6308712607		
Email:	healy@ccmlawyer.com		
Correspondent Name:	Colleen M. Healy		
Address Line 1:	2100 Manchester Road		
Address Line 2:	Suite 1750		
Address Line 4:	Wheaton, ILLINOIS 60504		
NAME OF SUBMITTER:	Colleen M. Healy		
Signature:	/Colleen M. Healy/		
Date:	08/19/2008		

OP \$40.00 77548155

Total Attachments: 3

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**ASSIGNMENT OF TRADEMARK
AND
PENDING REGISTRATION 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 trademark United State application for registration thereof, identified in **Exhibit A** attached hereto and incorporated herein (the "Mark" and "Application") respectively, along with the goodwill of the business appurtenant to said Mark and Application; and

WHEREAS, on August 15, 2008, ASSIGNOR informally assigned its entire rights, title and interests in and to the Mark and Application, 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 Mark and Application, and the goodwill appurtenant thereto, to ASSIGNEE effective August 15, 2008.

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 Mark and Application identified in said **Exhibit A**, and the attendant goodwill symbolized by the Mark, the same to vest in ASSIGNEE, including without limitation, the right to register the Mark 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 Mark and the goodwill associated therewith, and the Application relating thereto; (ii) it has granted no licenses to any other party to use the Mark 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 Mark or Application 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 Mark and/or Application which would be breached or otherwise violated by the foregoing assignment of the Mark and Application. 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 Mark and Application, 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 Mark and Application is duly made of record in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument this 15th day of August, 2008.

ASSIGNOR:

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

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

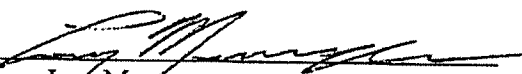
By: 
Lon Messenger
Its: Chief Financial Officer

Exhibit A
to
Assignment of Trademark
and Pending Registration Thereof

Serial No.	Trademark	Class	Filing Date
77/548,155	COMPLETE PROTEIN DIET	5	08/15/2008

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