

**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
NDS Nutritional Products, Inc.		10/01/2008	CORPORATION: NEBRASKA

**RECEIVING PARTY DATA**

Name:	Bond Laboratories, Inc.
Street Address:	777 South Highway 101
Internal Address:	Suite 215
City:	Solana Beach
State/Country:	CALIFORNIA
Postal Code:	92075
Entity Type:	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	3000335	RELEASE COMPLETE
Registration Number:	3192777	PMD PROFESSIONAL MUSCULAR DEVELOPMENT
Registration Number:	3008520	
Registration Number:	3008521	RELEASE
Registration Number:	3208029	PROFESSIONAL MUSCULAR DEVELOPMENT PMD
Registration Number:	3171525	INTENSIFY
Registration Number:	3174061	CENSOR
Registration Number:	3513875	INFINITE LABS
Registration Number:	2869542	RELEASE PROGRAM
Registration Number:	3038270	RELEASE FOR LIFE
Registration Number:	3299698	OMEGA CUTS
Registration Number:	3509989	NITRO CM
Registration Number:	3513979	JUGGERNAUT

OP \$415.00 3000335

Registration Number:	3108230	CR5
Registration Number:	3142026	AMPLIFY
Registration Number:	3171527	CENSOR

**CORRESPONDENCE DATA**

Fax Number: (402)952-6870  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (402) 633-6870  
Email: trademark@mcgrathnorth.com  
Correspondent Name: Tracy L. Deutmeyer  
Address Line 1: 1601 Dodge Street  
Address Line 2: First National Tower, Suite 3700  
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Tracy L. Deutmeyer
Signature:	/Tracy L. Deutmeyer/
Date:	04/16/2009

**Total Attachments: 5**  
source=ASSIGNMENT AND ASSUMPTION AND BILL OF SALE#page1.tif  
source=ASSIGNMENT AND ASSUMPTION AND BILL OF SALE#page2.tif  
source=ASSIGNMENT AND ASSUMPTION AND BILL OF SALE#page3.tif  
source=ASSIGNMENT AND ASSUMPTION AND BILL OF SALE#page4.tif  
source=ASSIGNMENT AND ASSUMPTION AND BILL OF SALE#page5.tif

**EXHIBIT A**

**ASSIGNMENT AND ASSUMPTION  
AND BILL OF SALE**

This Assignment and Assumption and Bill of Sale (the "*Agreement*"), is made and entered into this 1st day of October, 2008 by and among NDS Nutritional Products, Inc., a Nebraska corporation ("*Seller*"), and Bond Laboratories, Inc., a Nevada corporation ("*Buyer*").

**RECITALS**

**WHEREAS**, Seller, Buyer, Ryan Zink and Cory Wiedel (together, the "*Shareholders*") are parties to an Asset Purchase Agreement effective as of October 1, 2008 (the "*Purchase Agreement*"), whereby (i) Seller has agreed to sell, convey, transfer, assign and deliver to Buyer the Acquired Assets (as defined in the Purchase Agreement), and (ii) Seller has agreed to assign and Buyer has agreed to assume, the Assumed Liabilities (as defined in the Purchase Agreement); and

**WHEREAS**, all capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

**NOW, THEREFORE**, pursuant to the Purchase Agreement, and in consideration of the mutual promises, covenants and agreements therein and hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Bill of Sale.

(a) Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, its successors and assigns, free and clear of any pledge, lien, option, security interest, mortgage or other encumbrance, and Buyer does hereby acquire from Seller, all right, title and interest in, to and under the Acquired Assets. The Acquired Assets shall include all rights, privileges, hereditaments and appurtenances belonging, incident or appertaining to the Acquired Assets.

(b) Notwithstanding anything contained herein, Buyer is not purchasing from Seller any Excluded Assets.

(c) It is understood by both Seller and Buyer that, contemporaneously with the execution and delivery of this Agreement, Seller may be executing and delivering to Buyer certain further assignments and other instruments of transfer which in particular cover certain of the property and assets described herein or in the Purchase Agreement, the purpose of which is to supplement, facilitate and otherwise implement the transfer intended hereby.

(d) Seller does hereby irrevocably constitute and appoint Buyer, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all Acquired Assets, properties, claims, accounts and other rights, tangible or intangible, hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to

prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

2. Assignment and Assumption of Assumed Liabilities.

(a) Seller hereby assigns to Buyer, its successors and assigns, and Buyer hereby assumes, in accordance with the terms and conditions of the Purchase Agreement, the Assumed Liabilities. Notwithstanding anything in this Agreement to the contrary, except as specifically set forth in the Purchase Agreement, Buyer shall not assume nor be deemed to have assumed any debt, claim, obligation or other liability of Seller or any Affiliate of Seller, whether known or unknown, accrued or unaccrued, fixed or contingent, natural or unnatural, whether arising out of occurrences, events or actions prior to, at or after the Closing Date.

(b) In the event that Seller and/or Buyer determines after execution of this Agreement that one or more contracts or agreements between Seller and any third party necessary to operate the Acquired Assets was not designated as an Assigned Contract or an Assigned Personal Property Lease (each an "*Omitted Agreement*"), and the parties consent in writing to the assignment and assumption of such Omitted Agreement, which consent shall not be unreasonably withheld, then, such Omitted Agreement shall be deemed assigned by Seller to Buyer as of 12:01 a.m. on the Closing Date.

(c) Seller hereby authorizes and directs all obligors under any Assigned Contracts and Assigned Personal Property Leases included in the Assumed Liabilities, to deliver any warrants, checks, drafts or payments to be issued or paid to Seller pursuant to the Assigned Contracts or the Assigned Personal Property Leases to Buyer (to the extent payable to Buyer as contemplated by the Purchase Agreement); and Seller further authorizes Buyer to receive such warrants, checks, drafts or payments from such obligors and to endorse Seller's name on them and to collect all funds due or to become due under the Assigned Contracts and the Assigned Personal Property Leases.

(d) Any payment that may be received by Seller to which Buyer is entitled by reason of this Agreement or the Purchase Agreement shall be received by Seller as trustee for Buyer, and will be immediately delivered to Buyer without commingling with any other funds of Seller.

(e) Notice of the assignment under this Agreement may be given at the option of either party to all parties to the Assigned Contracts and the Assigned Personal Property Leases (other than Seller) or to such parties' duly authorized agents.

(f) The assumption by Buyer of any Assumed Liabilities shall not enlarge the rights of any third party with respect to any Assumed Liabilities, nor shall it prevent Buyer, with respect to any party other than Seller, from contesting or disputing any Assumed Liability.

(g) Seller hereby appoints Buyer, its successors and assigns, as the true and lawful attorney-in-fact of Seller, with full power of substitution; having full right and authority, in the name of Seller, to collect or enforce for the account of Buyer, liabilities and obligations of third parties under the Assumed Liabilities; to institute and prosecute all proceedings they may deem proper in order to enforce any claim to obligations owed under the Assumed Liabilities, to defend and

compromise any and all actions, suits or proceedings in respect of the Assumed Liabilities, and to do all such acts in relation to the Assumed Liabilities that Buyer may deem advisable. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Seller.

3. Consummation of Purchase Agreement. This Agreement is intended to evidence the consummation of the assignment by Seller and assumption by Buyer of the Assumed Liabilities and the sale by Seller and the purchase by Buyer of the Acquired Assets contemplated by the Purchase Agreement. Buyer and Seller by their execution of this Agreement each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement. Any inconsistencies or ambiguities between this Agreement and the Purchase Agreement shall be resolved in favor of the Purchase Agreement.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Further Assurances. After the Closing Date, each party will from time to time, at the other party's request and without further cost to the party receiving the request, execute and deliver to the requesting party such other instruments and take such other action as the requesting party may reasonably request so as to enable it to exercise and enforce its rights under and fully enjoy the benefits and privileges with respect to this Agreement and to carry out the provisions and purposes hereof.

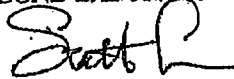
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to agreements made and to be performed in that State without giving effect to conflicts of law principles.

7. Counterparts. This Agreement may be signed in any number of counterparts and all such counterparts shall be read together and construed as one and the same document.

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption and Bill of Sale to be duly executed on their behalf on the day and year first above written.

BUYER:

BOND LABORATORIES, INC.



By: Scott Landow  
Its: Chief Executive Officer

SELLER:

NDS NUTRITIONAL PRODUCTS, INC.

By:  
Its:

**IN WITNESS WHEREOF**, the undersigned have caused this Assignment and Assumption and Bill of Sale to be duly executed on their behalf on the day and year first above written.


**BUYER:**

BOND LABORATORIES, INC.

\_\_\_\_\_  
By: Scott Landow  
Its: Chief Executive Officer

**SELLER:**

NDS NUTRITIONAL PRODUCTS, INC.

  
\_\_\_\_\_  
By: RYAN ZINK  
Its: PRESIDENT