### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bio-Engineered Supplements & Nutrition, Inc.		03/30/2009	CORPORATION: DELAWARE

### RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Agent	
Street Address:	110 East Broward Boulevard	
Internal Address:	Suite 2050	
City:	Fort Lauderdale	
State/Country:	FLORIDA	
Postal Code:	33301	
Entity Type:	National Banking Association: UNITED STATES	

### PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3218029	CELLMASS
Registration Number:	3222669	NITRIX
Registration Number:	3222670	ENDORUSH
Registration Number:	3222673	TRUE-MASS
Registration Number:	3222682	FINISH FIRST
Registration Number:	3222684	ENERGIZE YOUR CORE
Registration Number:	3222696	LIVE FOR THE PUMP!
Registration Number:	3227620	BSN FINISH FIRST.
Registration Number:	3324295	ONCE YOU TRY IT, YOU WILL NEVER TRAIN WITHOUT IT!
Registration Number:	3332655	ATRO-PHEX
Registration Number:	3354666	THE MASS STACK
Registration Number:	3364213	(R) (P) (M) (W) (N)
Registration Number:	3404256	TRAIN LIKE A FREAK

REEL: 003980 FRAME: 0251

TRADEMARK '

Registration Number:	3429294	TLF APPAREL
Registration Number:	3442815	THE FIT STACK
Registration Number:	3442817	THE ELITE PHYSIQUE STACK
Registration Number:	3442103	TLF
Registration Number:	3477710	ENERGY & PERFORMANCE RUSH
Registration Number:	3478948	BSN
Registration Number:	3479325	WALL OF RED
Registration Number:	3530674	AVPT
Registration Number:	3576909	YOUR ULTIMATE PHYSIQUE & PERFORMANCE GATEWAY
Registration Number:	3577778	VOLUMAIZE
Serial Number:	78893941	BSN SUPPLEMENT PYRAMID
Serial Number:	77260243	BSN
Serial Number:	77468484	BODY & STYLE

#### **CORRESPONDENCE DATA**

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn

Address Line 2: 55 East Monroe Street, Suite 3300 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2563.177
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/02/2009

### Total Attachments: 15

source=BSN IP Mortgage#page1.tif source=BSN IP Mortgage#page2.tif source=BSN IP Mortgage#page3.tif source=BSN IP Mortgage#page4.tif

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### PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE (the "Mortgage") made as of this 30th day of March, 2009 by Bio-Engineered Supplements & Nutrition, Inc., a Delaware corporation, with its principal business and chief executive office at 5901 Broken Sound Parkway NW, Suite 600, Boca Raton, Florida 33487 ("Mortgagor") in favor of Wachovia Bank, National Association, as agent, with an office at 110 East Broward Boulevard, Suite 2050, Fort Lauderdale, Florida 33301 ("Mortgagee"):

### WITNESSETH

WHEREAS, Mortgagor, Mortgagee, as agent for itself and certain other lenders, and the lenders party thereto have entered into a certain Loan and Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the "Loan Agreement"), and other related loan documents of even date herewith (collectively, with the Loan Agreement, the "Financing Agreements"), which Financing Agreements provide (i) for Mortgagee to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in substantially all of the assets of Mortgagor, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright registrations, copyright applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

- 1. <u>Incorporation of Financing Agreements</u>. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.
- 2. <u>Mortgage of Patents, Trademarks and Licenses</u>. To secure the complete and timely satisfaction of all of Mortgagor's Obligations, Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests with power of sale upon the occurrence of an Event of Default, to the extent permitted by law, in all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:
  - (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all products, proceeds, income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future

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- infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");
- trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, service mark registrations, service mark applications and brand names, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof (excluding those trademarks listed as filed under an "Intent to Use" ("ITU") application to the extent that a Statement of Use has not been filed as of the date hereof with respect to the same; notwithstanding upon filing of such Statement of Use, said trademark will then become subject to this Mortgage pursuant to Section 5 below), and (a) reissues, continuations, renewals or extensions, thereof, (b) all products, proceeds, income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred individually as a "Trademark" and, collectively, as the "Trademarks");
- (iii) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Exhibit C attached hereto and made a part hereof, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");
- (iv) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents, the Trademarks or the Copyrights or any other patent, trademark, service mark, copyright or any application or registration thereof or any other trade name or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof (all of the foregoing license

agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

- (v) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks and Trademark Licenses.
- 3. <u>Warranties and Representations</u>. Mortgagor warrants and represents to Mortgagee that:
  - (i) no Patent, Trademark, Copyright or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark, Copyright or License been cancelled, in whole or in part and each such Patent, Trademark, Copyright and License is presently subsisting;
  - (ii) each material Patent, Trademark, Copyright and License is valid and enforceable;
  - (iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, Trademark, Copyright and License, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons;
  - (iv) Mortgagor has adopted, used and is currently using or, if so indicated on Exhibit B as filed as intent to use, has an intent to use all of the Trademarks listed on Exhibit B and attached hereto;
  - (v) Except as disclosed on Schedule 8.6 to the Information Certificate, Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks, Copyrights or Licenses; and
  - (vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms.
- 4. Restrictions on Future Agreements. Mortgagor agrees that until Mortgagor's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee sell or assign its interest in, or grant any license or sublicense under, the Patents, Trademarks, Copyrights or Licenses, or enter into any other agreement with respect to the Patents, Trademarks, Copyrights or Licenses, and Mortgagor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.
- 5. New Patents, Trademarks, Copyrights and Licenses. Mortgagor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on

- Exhibits A, B, C and D, respectively, constitute all of the Patents, Trademarks, Copyrights and Licenses now owned by Mortgagor. If, before Mortgagor's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks, Copyrights or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks, Copyrights or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks, Copyrights or Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B, C and D, as applicable, to include any such Patents, Trademarks, Copyrights and Licenses.
- 6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, and (ii) the payment in full of Mortgagor's Obligations and the termination of the Financing Agreements. Mortgagor agrees that upon the occurrence of an Event of Default, the use by Mortgagee of all Patents, Trademarks, Copyrights and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagor.
- 7. Product Quality. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.
- 8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of Mortgagor's Obligations and termination of the Financing Agreements, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Financing Agreements.
- 9. Expenses. All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks, Copyrights and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the

Patents, Trademarks, Copyrights and Licenses, shall be borne by and paid by Mortgagor and shall be charged against the Obligations.

- 10. <u>Duties of Mortgagor</u>. Mortgagor shall have the duty (i) in its reasonable business judgment to file and prosecute diligently any patent, trademark, copyright or service mark applications pending as of the date hereof or hereafter until Mortgagor's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) in its reasonable business judgment to make application on unpatented but patentable inventions, on all uncopyrighted but copyrightable works, and on trademarks and service marks, (iii) to preserve and maintain all rights in any material Patents, Trademarks, Copyrights and Licenses, and (iv) to ensure that any material Patents, Trademarks, Copyrights and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor.
- 11. <u>Mortgagee's Right to Sue</u>. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.
- Maivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 13. <u>Severability</u>. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.
- 14. <u>Modification</u>. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.
- Agreements. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee upon the occurrence and

during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks, Copyrights and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks, Copyrights or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Mortgagor's Obligations shall have been paid in full and the Financing Agreements have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York.

- 16. <u>Binding Effect; Benefits</u>. This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.
- 17. <u>Governing Law</u>. This Mortgage shall be governed by and construed in accordance with the laws of the State of New York.
- 18. <u>Headings</u>. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.
- 19. <u>Further Assurances</u>. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.
- 20. <u>Survival of Representations</u>. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Financing Agreements.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Mortgagor has duly executed this Patent, Trademark, Copyright and License Mortgage in favor of Mortgagee as of the date first written above.

BIO-ENGINEERED SUPPLEMENT'S & NUTRITION, INC.

By\_

## **EXHIBIT A**

# **PATENTS**

PATENT	SERIAL NUMBER	PATENT NUMBER	ISSUE DATE
MODULATION OF GLYCOLYTIC ATP PRODUCTION	08/476,035	5,707,971	01/13/1998

PATENT APPLICATION	APPLICATION SERIAL NUMBER	APPLICATION DATE
APPARATUS AND METHOD FOR INCREASING BRAND LOYALTY AND FACILITATING SOCIAL NETWORKING RELATIONSHIPS	12/364,273	02/02/2009

The following patent is jointly owned by BSN and Jiang Shengli:

PATENT APPLICATION	APPLICATION SERIAL NUMBER	APPLICATION DATE
METHOD OF PREPARING CREATINE ESTER SALTS AND USES THEREOF	12/050,580	03/18/2008

## **EXHIBIT B**

# **TRADEMARKS**

## REGISTERED

TRADEMARK	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
Cellmass	78893795	3218029	03/13/2007
Nitrix	78893762	3222669	03/27/2007
Endorush	78893814	3222670	03/27/2007
True-Mass	78893842	3222673	03/27/2007
Finish First	78894087	3222682	03/27/2007
Energize Your Core	78894122	3222684	03/27/2007
Live For The Pump!	78894489	3222696	03/27/2007
BSN Finish First (logo)	78893980	3227620	04/10/2007
Once You Try It You Will Never Train Without It!	78894166	3324295	10/30/2007
Atro-Phex	78893863	3332655	11/06/2007
The Mass Stack	78894188	3354666	12/11/2007
(R)(P)(M)(W)(N)	77002771	3364213	01/08/2008
Train Like a Freak	77073004	3404256	04/01/2008
TLF Apparel	77073645	3429294	05/20/2008
The Fit Stack	78894197	3442815	06/03/2008
The Elite Physique Stack	78894214	3442817	06/03/2008
TLF ~Skulls Logo~	77259348	3442103	06/03/2008
Energy & Performance Rush	77211254	3477710	07/29/2008
BSN (Words & Design)	77187628	3478948	08/05/2008
Wall Of Red	77246634	3479325	08/05/2008
AVPT	77441240	3530674	11/11/2008
Your Ultimate Physique & Performance Gateway	77147262	3576909	02/17/2009
Volumaize	77442083	3577778	02/17/2009

## **EXHIBIT B CONTINUED**

## PENDING APPLICATIONS

TRADEMARK APPLICATION	APPLICATION/ SERIAL NUMBER	APPLICATION DATE	FILING BASIS/STATUS
BSN Supplement Pyramid			Filed Statement of
	78893941	05/26/2006	Use, in prosecution
BSN			Filed as In Use, in
	77260243	08/21/2007	prosecution
Body & Style			Filed as In Use, in
	77468484	05/07/2008	prosecution

## INTENT TO USE APPLICATIONS

TRADEMARK APPLICATION	APPLICATION/ SERIAL NUMBER	APPLICATION DATE	FILING BASIS/STATUS
MYBSN			ITU, Notice of
			Allowance issued
	77147190	04/03/2007	but not in use yet
MYBSN (word and design)			ITU, Notice of
Will Doll (Word and dought)			Allowance issued
	77147357	04/03/2007	but not in use yet
Performaize			ITU, Notice of
			Allowance issued
	77501617	06/18/2008	but not in use yet
Performaze			ITU, Notice of
			Allowance issued
	77501624	06/18/2008	but not in use yet
N-Training			ITU, Statement of
Training			Use filed, awaiting
	77509285	06/26/2008	Registration
N-Game			ITU, Published for
1 Came			Opposition, not in
	77574061	09/19/2008	use yet
N.OXplosion			ITU, in prosecution
1.00.1.2	77635920	12/18/2008	and not in use yet
N.OXploxion			ITU, Approved for
Two Tipromon			Publication for
			Opposition and not
	77635943	12/18/2008	in use yet
Performanex 12			ITU, Pending and
	77686162	03/09/2009	not in use yet
			ITU based off US
Volumaize - Chile	840104	10/07/2008	Application

TRADEMARK APPLICATION	APPLICATION/ SERIAL NUMBER	APPLICATION DATE	FILING BASIS/STATUS
	SERVINE MONIDER	7	ITU based off US
Volumaize - Canada	1413423	10/06/2008	Application
Volumaize - Canada	1413423	10/00/2008	ITU based off US
Volumaize - Mexico	966113	10/07/2008	Application
V Ordinarze - Wiexico	700113	10/07/2000	ITU based off US
Volumaize - Peru	369153	10/07/2008	Application
V Ordinaize T era	307133	10/01/2000	ITU based off US
Volumaize - Paraguay	37538	10/07/2008	Application
v Oraniaizo 1 araguay	37330	10/0//2000	ITU based off US
Volumaize - India	1740470	10/06/2008	Application
V Oranierzo Iniere	1710170	10,00,200	ITU based off US
Volumaize - New Zealand	797199	10/07/2008	Application
Volume 20 1.0 V 20 data la	,,,,,,,	10,0,7,2000	ITU based off US
Volumaize - South Africa	23486	10/06/2008	Application
, oraniazo			ITU based off US
Volumaize – Argentina	2863667	10/06/2008	Application
			ITU based off US
Volumaize – Guatemala	Pending	Pending	Application
			ITU based off US
Volumaize - Madrid Protocol	981177	10/06/2008	Application
			ITU based off US
Volumaize – Kuwait	100226	12/23/2008	Application
			ITU based off US
N-Training – Chile	849589	12/23/2008	Application
			ITU based off US
N-Training – Canada	1422192	12/17/2008	Application
			ITU based off US
N-Training – Mexico	981793	12/19/2008	Application
			ITU based off US
N-Training – Peru	376947	12/17/2008	Application
			ITU based off US
N-Training – Paraguay	47878	12/18/2008	Application
			ITU based off US
N-Training – India	1764861	12/17/2008	Application
			ITU based off US
N-Training - New Zealand	800627	12/17/2008	Application
			ITU based off US
N-Training - South Africa	29384	12/17/2008	Application
			ITU based off US
N-Training – Argentina	2882600	12/16/2008	Application
	<b>.</b>	<b>.</b>	ITU based off US
N-Training – Guatemala	Pending	Pending	Application

TRADEMARK APPLICATION	APPLICATION/ SERIAL NUMBER	APPLICATION DATE	FILING BASIS/STATUS
			ITU based off US
N-Training - Madrid Protocol	991399	12/16/2008	Application
			ITU based off US
N-Training – Kuwait	100227	12/23/2008	Application

## **EXHIBIT B CONTINUED**

## **COMMON LAW TRADEMARKS**

TRADEMARK
Nutrient Timing Window
Axis-HT
Cheaters Relief
Lean Dessert Protein
N.OXplode
Thermonex
Syntha-6

#### **EXHIBIT C**

### **COPYRIGHTS**

TX0006549013

Bio-Engineered Supplements & Nutrition's web site (December 2006): prev. or

alternative ti., BSN web site - December 2006

OWNER: on content of website; Bio-engineered Supplements & Nutrition, Inc. (employer for

hire)

**CLASS:** TX (Textual Works)

**RETRIEVAL CODE:** B (Monographic Works of a Non-dramatic Literary Nature)

**STATUS:** Registered

**REGISTRATION DATE:** December 29, 2006

**CREATED: 2006** 

**PUBLICATION DATE:** December 12, 2006

**NOTES:** Cataloged from appl. only.

## **EXHIBIT D**

## LICENSE AGREEMENTS

None.

**RECORDED: 04/02/2009**