

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SALE AGREEMENT BY JUDICIAL AUTHORITY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CARBOOM NUTRITION, INC. (through Andre Carboneau, person entrusted to sale by judicial authority) | | 05/07/2010 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | NUTRITIONAL IMPACT CORP. | | |
| Street Address: | 151 Amber Street | | |
| City: | Markham, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | L3R 3B3 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2823446 | CARB-BOOM | |
| Registration Number: | 2965326 | PRO BOOM! RECOVERY GEL | |
| Registration Number: | 3682713 | CARB BOOM! | |
| Registration Number: | 3682710 | CARB BOOM! | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (914)941-6091 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (914) 941-5668 | | |
| Email: | aedelstein@collenip.com | | |
| Correspondent Name: | Jane F. Collen | | |
| Address Line 1: | 80 South Highland Avenue | | |
| Address Line 2: | The Holyoke-Manhattan Building | | |
| Address Line 4: | Ossining, NEW YORK 10562 | | |

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| ATTORNEY DOCKET NUMBER: | K571 K572 K573 K574 |
| DOMESTIC REPRESENTATIVE | |
| Name: | Jess M. Collen |
| Address Line 1: | 80 South Highland Avenue |
| Address Line 2: | The Holyoke-Manhattan Building |
| Address Line 4: | Ossining, NEW YORK 10562 |
| NAME OF SUBMITTER: | Jane F. Collen |
| Signature: | /Jane F. Collen/ |
| Date: | 06/09/2010 |
| Total Attachments: 4 source=1 K571-K574 ASSIGNMENT DOC#page1.tif source=1 K571-K574 ASSIGNMENT DOC#page2.tif source=1 K571-K574 ASSIGNMENT DOC#page3.tif source=1 K571-K574 ASSIGNMENT DOC#page4.tif | |

SALE AGREEMENT BY JUDICIAL AUTHORITY entered into on the 7th day of May 2010.

BETWEEN: **ANDRÉ CARBONNEAU, HUISSIERS DE JUSTICE**, person entrusted to sale by judicial authority, having its head office at 276 King Ouest, Sherbrooke, Québec, J1H 1R1, duly authorized to act herein by a judgment rendered by Judge Gaétan Dumas J.C.S. of the Superior Court of Québec (file: 450-11-000336-093 and 450-11-000333-090);

(hereinafter called the "**Person Entrusted**")

AND: **NUTRITIONAL IMPACT CORP.**, a corporation duly incorporated under the *Business Corporations Act* (Ontario), having its head office at 151 Amber Street, Markham, Ontario L3R 3B3, herein acting and represented by Sean Zaboroski, its President, duly authorized for the purposes hereof as he so declares;

(hereinafter called the "**Purchaser**")

THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 - SALE

1.1 The Person Entrusted hereby sales and transfers to the Purchaser all of the secured assets of ENDURANCE NUTRITION INC. ("**Endurance**") and of CARBBOOM NUTRITION INC. ("**Carbboom**"), which shall include substantially all of the assets relating to the Carb Boom! brand, as described in Schedule "A" hereof (the "**Secured Assets**") on the terms as outlined below (the "**Transaction**").

ARTICLE 2 - PURCHASE PRICE

2.1 The Secured Assets are sold for the aggregate purchase price of Two Hundred and Fifty Thousand Dollars (CAD \$250,000) (the "**Purchase Price**") and the Person Entrusted hereby recognize receiving at the signature of this Agreement a bank draft of said amount from Guertin Lazure Crack Lawyers in trust.

ARTICLE 3 - POSSESSION

3.1 The parties recognize that the Purchaser has taken possession of the Secured Assets at the date of signature of this Agreement. All fees and risks associated with the use or operation of the Secured Assets by the Purchaser will be its sole responsibility to the complete exoneration of Endurance, Carbboom, the Person Entrusted and Fier Croissance Durable LP.

ARTICLE 4 - FEES

- 4.1 All the fees associated to the transfer of the Secured Assets are the sole responsibility of the party incurring such fees.

ARTICLE 5 - SALE AT PURCHASER'S OWN RISK

- 5.1 The Purchaser buys the Assets "as is", without any warranty whatsoever and at his own risk. Without limiting the generality of the foregoing, the Purchaser (i) recognize that the Secured Assets are sold without any legal or conventional warranty and (ii) that he is satisfied with the Secured Assets and its due diligence.

ARTICLE 6 - REAL RIGHTS

- 6.1 The Agreement is a sale by judicial authority and purges the real rights to the extent provided by the Code of Civil Procedure.

ARTICLE 7 - TAXES

- 7.1 The Purchaser shall pay upon Closing, in addition to the Purchase Price, all applicable federal and provincial taxes eligible in connection with the Transaction including, without limitation, goods and services tax and Quebec retail sales tax (collectively, the "Taxes").
- 7.2 Additionally, to the extent appropriate, Purchaser and Person Entrusted shall jointly make the election provided for under subsection 167(1.1) of the Excise Tax Act such that no goods and services tax will be payable in respect of the Transaction. Purchaser and the Vendor shall jointly complete the election form (more particularly described as form GST-44) in respect of such election.

ARTICLE 8 - GENERAL PROVISIONS

- 8.1 All the provisions of this Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Person Entrusted and the Purchaser respectively.
- 8.2 This Agreement shall be construed in accordance with and governed by the laws of the Province of Québec and the federal laws of Canada applicable therein.
- 8.3 The titles at the head of this article of this Agreement have been inserted for ease of reference and may not be used to construe or interpret this Agreement.
- 8.4 As the context may require, the singular shall include the plural, and vice-versa; words importing the masculine gender shall include the feminine gender, and vice-versa.

- 8.5 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. *Il est de la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*

IN WITNESS WHEREOF, the parties hereto have executed this Sale Agreement at Sherbrooke on the date hereinabove mentioned.

ANDRÉ CARBONNEAU, HUISSIERS
DE JUSTICE

per:

André Carbonneau

NUTRITIONAL IMPACT CORP.

per:

Sean Zaboroski, President

Schedule "A"

Secured Assets

1. the trademark « Carb-Boom », registered at the United States Patent and Trademark Office on July 5th 2005 under number 2823446;
2. the trademark « Pro-Boom », registered at the United States Patent and Trademark Office on July 5th 2005 under number 2965326;
3. the trademark « CARB-BOOM! », registered at the United States Patent and Trademark Office on February 24, 2009 under number 3682713;
4. the trademark « Carb-BOOM! », registered at the United States Patent and Trademark Office on February 24, 2009 under number 3682710;
5. any unregistered trademarks such as Hydro-Boom and Protein Express;
6. all other intellectual property relating to the Carb Boom Brand;
7. all of the rights relating to the domain name and website : www.carbboom.com;
8. four (4) gel recipes developed by Carb Boom (Vanilla, Double Espresso, Watermelon and Raspberry);
9. seven (7) additional gel recipes exclusively made for Carb Boom;
10. a copy of the information / data that was taken from Endurance Nutrition Inc.'s computers (in November, 2009) related to the Carb Boom Brand;
11. one (1) computer (ADM64 Athlon X.2 #E85-00921);
12. documents and records relating to all suppliers and customers;
13. list of Sale Representatives / Distributors; and
14. whether or not listed hereof, all of the assets relating to the business associated with the website www.carbboom.com.