

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
Dynamic Health Products, Inc.		07/09/2009	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	USA Sports, LLC		
Street Address:	3500 South Dupont Highway		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2917397	MUSCLE SANDWICH	
Registration Number:	3578023	MUSCLE FOODS	
Registration Number:	2876129	BOSS BOB O'LEARY SPORTS SCIENCE	
Registration Number:	2906123	ECLIPSE SPORT SUPPLEMENTS	
CORRESPONDENCE DATA			
Fax Number:	(215)832-5767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	134926-00100		
NAME OF SUBMITTER:	David M. Perry		

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REEL: 004260 FRAME: 0714

Signature:	/David M. Perry/
Date:	08/06/2010
Total Attachments: 11 source=USA SPORTS LLC IPAssignment#page1.tif source=USA SPORTS LLC IPAssignment#page2.tif source=USA SPORTS LLC IPAssignment#page3.tif source=USA SPORTS LLC IPAssignment#page4.tif source=USA SPORTS LLC IPAssignment#page5.tif source=USA SPORTS LLC IPAssignment#page6.tif source=USA SPORTS LLC IPAssignment#page7.tif source=USA SPORTS LLC IPAssignment#page8.tif source=USA SPORTS LLC IPAssignment#page9.tif source=USA SPORTS LLC IPAssignment#page10.tif source=USA SPORTS LLC IPAssignment#page11.tif	

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (the "Assignment") is made effective as of this 9 day of July, 2009 (the "Effective Date"), by and between Dynamic Health Products, Inc., a Florida corporation, ("Assignor") and USA Sport, LLC, a Delaware limited liability company (together with its successors and assigns "Assignee"). Assignor and Assignee are herein referred to individually as a "Party" and together as the "Parties".

BACKGROUND

WHEREAS, Assignor is the owner of certain Intellectual Property Rights (whether by being a successor-in-interest to another entity or otherwise) as set forth herein and the Parties are parties to that certain Asset Acquisition Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor agreed to assign its respective Intellectual Property Rights to Assignee for good and valuable consideration, subject to the terms and conditions set forth herein;

WHEREAS, Assignor wishes to assign and Assignee wishes to acquire such Intellectual Property Rights. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Acquisition Agreement.

AGREEMENT

Each of the Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

1. Definitions. The following terms have the meanings set forth below in this Assignment.

1.1 "Copyrights" means the works and accompanying registrations and applications for registration set forth on Exhibit A attached hereto, and any and all work product created by or for the Assignor, including without limitation all design, development, and implementation of such work product, together with all rights, title and interests under the United States Copyright Act in and to the works, and all rights to registration, renewal and extension of such copyrights to the full term or terms for which registration of the works may be issued.

1.2 "Marks" means the trademarks, trade names, service marks, and/or service names specified in Exhibit B attached hereto, together with the applications and registrations identified therewith, and the goodwill of the business symbolized by and associated with the same.

1.3 "Domain Names" means the domain name URLs registered by, or for the benefit of, Assignor, as set forth on Exhibit C attached hereto.

1.4 "Intellectual Property" means the Copyrights, Marks and Domain Names.

2. Assignment of Intellectual Property. Assignor hereby irrevocably transfers, conveys, assigns and sets over to Assignee, on a worldwide basis, all rights (including, without limitation, all

Intellectual Property Rights), title, and interests in and to the Intellectual Property, and Assignor reserves no rights in any such Intellectual Property.

2.1 Recordation. Assignor authorizes the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, to record Assignee as the owner of the Intellectual Property and to issue all registrations for said Intellectual Property, to be in the name of Assignee, as assignee of the Intellectual Property, for the sole use of Assignee in accordance with the terms of this Assignment.

2.2 Rights that Cannot Be Assigned. If Assignor has any rights in the Intellectual Property that cannot be assigned to Assignee in accordance with this Section 2, then Assignor grants to Assignee an exclusive (even as to Assignor), fully paid, royalty-free, perpetual, irrevocable, transferable, unlimited, license with the right to sublicense, worldwide, in all media, now existing or created in the future, for all versions and elements, and in all languages, to use, copy, distribute, create derivative works of, publicly perform, publicly display, digitally perform, practice the methods of, make, have made, import, export, offer for sale, and sell copies embodying, such Intellectual Property, for the entire duration of such rights. If Assignor has any such rights that cannot be assigned or licensed to Assignee in accordance with this Section 2, then Assignor waives the enforcement of such rights.

3. Further Assurances.

3.1 No Retained Intellectual Property Rights. Assignor hereby acknowledges that Assignor retains no right to use the Intellectual Property and agrees not to challenge the validity of Assignee's ownership of the Intellectual Property or undertake any actions inconsistent with Assignee's ownership thereof. Upon each request by Assignee, without additional consideration, Assignor agrees promptly to execute documents, testify and take other acts as Assignee may deem necessary or desirable to procure, maintain, perfect, evidence and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Intellectual Property and all rights assigned hereunder, and render all necessary assistance in making application for and obtaining all Intellectual Property related to the Intellectual Property in Assignee's name and for its benefit.

3.2 Power of Attorney. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in their behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Intellectual Property assigned hereunder.

3.3 Assignment of Agreements. Assignor agrees that, upon the request of Assignee, Assignor shall take such actions as reasonably necessary to allow Assignee to obtain the benefits of and assume the obligations under any agreement between Assignor and any of its current

or former employees or consultants related to Assignor's rights in and to the Intellectual Property (each such agreement, a "PIIA"). Such actions shall include the assignment of the applicable PIIA to Assignee to the extent necessary for Assignee to enforce the terms of and assert any claim under the applicable PIIA with respect to the Intellectual Property Rights.

4. Miscellaneous.

4.1 Severability. If any provision of this Assignment is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto. If any term or other provision of this Assignment is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any applicable Law in any particular respect or under any particular circumstances, then, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party, (a) such term or provision shall nevertheless remain in full force and effect in all other respects and under all other circumstances, and (b) all other terms, conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.2 Headings. Section headings are for reference only and shall not affect the interpretation of this Assignment.

4.3 Successors in Interest. This Assignment and all of the provisions in this Assignment shall be binding upon and inure to the benefit of the successors in interest and assigns of the Parties.

4.4 Controlling Law. THIS AGREEMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE.

4.5 Jurisdiction and Process. The courts located in Wilmington, Delaware (state and federal) have exclusive jurisdiction to hear and decide any Proceeding, and to settle any Disputes, which may arise out of or in connection with this Assignment, and, for these purposes, each party irrevocably submits to the jurisdiction of the courts located in Wilmington, Delaware (state and federal). Each party irrevocably waives any objection which it might at any time have to the courts of Delaware being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of Delaware are not a convenient or appropriate forum. Process by which any Proceedings are begun in the courts located in Wilmington, Delaware (state and federal) may be served on any of the Parties by being delivered to such party's address set forth in the Purchase Agreement. Nothing contained in this Section 4.6 shall affect the right to serve process in another manner permitted by Law.

4.6 Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN

CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO OR CONTEMPLATED UNDER THIS ASSIGNMENT, OR THE ACTS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

4.7 Entire Agreement. This Assignment, together with the Contribution Agreement and Exhibits A, B and C, states the entire understanding among the Parties with respect to the subject matter hereof, and supersedes all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements with respect to the subject matter hereof.

4.8 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

4.9 Delivery by Facsimile or Electronic Means. This Assignment and each other agreement or instrument entered into in connection herewith or contemplated hereby and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other mutually agreed upon electronic means of delivery, shall be treated in all manner and respect as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of a Party hereto or to any such agreement or instrument, the other Party hereto or thereto shall reexecute original forms thereof and deliver them to the other Party. No Party hereto or to any such agreement or instrument contemplated hereby shall raise the use of a facsimile machine or other mutually agreed upon electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other mutually agreed upon means of electronic transmittal as a defense to the formation or enforceability of a Contract and each such party forever waives any such defense.


4.10 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's-length and among Parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties as set forth in this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

ASSIGNEE:

USA SPORTS, LLC

By: 
Name: Timothy Kuntz
Title: Manager

ASSIGNOR:

DYNAMIC HEALTH PRODUCTS, INC.

By: _____
Name:
Title:

[Signature Page to Dynamic IP Assignment]

IN WITNESS WHEREOF, the Parties accept this Assignment and have caused this Assignment to be executed and delivered on its behalf as of the date first stated above.

ASSIGNEE:

USA SPORTS, LLC

By: _____

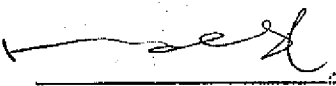
Name: Timothy Kuntz

Title: Manager

ASSIGNOR:

DYNAMIC HEALTH PRODUCTS, INC.

By: _____

 Sec/CFD

Name: Carol Dore Furcone

Title: us SECRETARY/CFD

[Signature Page to Dynamic IP Assignment]

TRADEMARK

REEL: 004260 FRAME: 0721

EXHIBIT A

Copyrights

None.

EXHIBIT B

Marks

See, attached.

Trademarks

BOSS
Bob O'Leary Sport Science
RTO Sportsgear
Muscle Foods
Muscle Sandwich
Eclipse Sport Supplements
Eclipse 2000

Product Trade Names Used in Commerce (Eclipse) but not Trademarked

Acetyl L-Carnitine	Deluxe Rx	OreBit
Androverin	Deluxe Whey	Peak Fitness Pack
Blitz	DHEA	Peworkout Power Packs
Bulk Whey	Diet Dragon	Promevex
Caffeine	Equi-phed	Red Dragon
Chitosan	Glutamine	Shrink Wrap
Chromium Picolinate	Glutamine-2	Stimulite
Clomitol	Hard Trainer Pack	The Shake
Complex-24	High Amino	Thermogenix
CreaBose	High Carb	Vanadyl Sulfate
Creatine Activator	High Energy Pack	Vanadyl XX
Creatine Monohydrate	HMB	Women's Peak Fitness
Delite Shake	Joint Relief Stack	
Deluxe Amino 2020	Lipodize	
Deluxe Antioxidants	Low Carb Shake	
Deluxe BCAA	Mass Creation	
Deluxe Burners	Milk E Whey	
Deluxe Pro	MSM	
Deluxe Protein	Natural Mass Pack	

EXHIBIT C

Domain Names

See, attached.

Website Domains
Bob O'Leary Health Food Distributor Co., Inc.

Domain	Site Info	Registrar
www.eclipsecec.com	Eclipse product info & retail sales.	Network Solutions, LLC
www.bossonline.net	Main company site. Basic corporate info, links to vendors, login for wholesalers	Network Solutions, LLC
www.body-fx.com	Info and retail sales of exclusive cream products: AB-Fx and Pump-Fx	Register.com, Inc.
www.musclesandwich.com	Info and retail sales of Muscle Foods products.	Register.com, Inc.