

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
Maximum Human Performance, Inc.		12/22/2010	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Maximum Human Performance, LLC
Street Address:	21 Dwight Place
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 77

Property Type	Number	Word Mark
Registration Number:	2236722	MAXIMUM HUMAN PERFORMANCE
Registration Number:	3528802	WAXIMAX
Registration Number:	3570736	ANABOLIC AXIS
Registration Number:	2867625	MACROBOLIC
Registration Number:	3033148	MACROBOLIC NUTRITION
Registration Number:	2632866	THE SCIENCE OF SUPPLEMENTATION
Registration Number:	2971673	LIPOCEL
Registration Number:	2813871	REMI
Registration Number:	3117767	AMIDREN
Registration Number:	3149297	ANABOLASE
Registration Number:	2882730	BARBARIAN
Registration Number:	3493678	BIODIESEL
Registration Number:	3684226	CRENOXIN
Registration Number:	3140505	DETOXATRIM

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Registration Number:	3450592	DREN
Registration Number:	3509425	DRENBUTEROL
Registration Number:	2813823	EXCELERATOR
Registration Number:	3517889	HYDROSIZE
Registration Number:	2826191	LIPOCEL
Registration Number:	3341309	LIPOLASE
Registration Number:	2230661	MHP
Registration Number:	3463667	MHP
Registration Number:	3570741	PLASMAPUMP
Registration Number:	2867626	PROBOLIC
Registration Number:	3868619	PRONITRATE
Registration Number:	3517902	PROSYNTHAGEN
Registration Number:	2813869	REMI
Registration Number:	2380027	STABULIN
Registration Number:	2414768	THYRODRENE
Registration Number:	2660031	TRAC
Registration Number:	2669622	TRT
Registration Number:	2987924	XPEL
Registration Number:	3383330	A-BOMB
Registration Number:	3509722	ANBOLOSE-C3G
Registration Number:	3344920	CRYSTAL VITE
Registration Number:	3441328	CYCLIN GF
Registration Number:	3532316	DARK MASS
Registration Number:	3477791	DARK MATTER
Registration Number:	3532319	DARK RAGE
Registration Number:	3337400	LEUKIDROL-SR
Registration Number:	2659075	MHP NUTRACEUTICALS
Registration Number:	3389512	NATURALLI SLIM
Registration Number:	3309924	NITRO KIC
Registration Number:	3140376	NO BLAST
Registration Number:	3021529	OPTIMONE-5
Registration Number:	3454926	PHAT PHEN
Registration Number:	3310031	SARM-X
Registration Number:	3184558	SECRETAGOGUE GOLD
Registration Number:	2409760	SECRETAGOGUE-ONE

Registration Number:	3133596	SERA PHARMA
Registration Number:	2826006	SHRED-EX
Registration Number:	2830597	SHREDDING GEL
Registration Number:	2621922	SIMPLY WHEY
Registration Number:	2815536	T-BOMB
Registration Number:	2744427	TAKE-OFF
Registration Number:	2420131	THYRO-SLIM
Registration Number:	3346263	WHEY KIC
Registration Number:	3300578	XERITONE-PSD
Registration Number:	2689543	TIME RELEASE TECHNOLOGY
Registration Number:	3720426	TIME RELEASE TECHNOLOGY
Registration Number:	2818229	UP YOUR MASS
Registration Number:	3638347	CAST A BIG SHADOW
Registration Number:	3098697	LIVE AT YOUR PEAK
Registration Number:	3225933	THE MULTI WITH MUSCLE!
Registration Number:	3532317	EVERY WORKOUT ENDS WITH DARK MATTER
Registration Number:	3358748	THERE IS NO DIET WITHOUT DETOX!
Registration Number:	3308433	VERSAPRO
Serial Number:	76433470	AGE WELL SCIENCES
Serial Number:	77391459	ENDUREMORE
Serial Number:	85120055	PHEN
Serial Number:	85120064	PHENBUTEROL
Serial Number:	85090567	ISOFAST 50
Serial Number:	85030481	MICRO MAIZE
Serial Number:	77924089	WHEY FAST 50
Serial Number:	77950506	POWER PAK PUDDING
Serial Number:	85166554	8 HOUR ALERT
Serial Number:	85168402	THERMO-BOMB

CORRESPONDENCE DATA

Fax Number: (212)754-0330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 907-7300
Email: rsilverman@golenbock.com
Correspondent Name: Robin E. Silverman
Address Line 1: 437 Madison Avenue
Address Line 2: Golenbock Eiseman Assor Bell & Peskoe

TRADEMARK
REEL: 004444 FRAME: 0110

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Robin E. Silverman

Signature:

/Robin E. Silverman/

Date:

01/03/2011

Total Attachments: 9

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MAXIMUM HUMAN PERFORMANCE, INC.
TRADEMARK ASSIGNMENT

MAXIMUM HUMAN PERFORMANCE, INC., a New Jersey corporation, also known as Sera Pharma and MHP Nutraceuticals ("Assignor"), with an address at 21 Dwight Place, Fairfield, New Jersey 07004, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, irrevocably assigns, transfers and conveys, effective as of December 22, 2010 (the "Effective Date"), free and clear of all liens and encumbrances, unto MAXIMUM HUMAN PERFORMANCE, LLC, a Delaware limited liability company ("Assignee"), its successors and assigns, all right, title and interest, whether now known or hereafter created, throughout the universe, in perpetuity, in and to any and all of the trademarks, service marks, slogans, trade dress, logos, devices, insignias and trade names (along with any and all proprietary or other rights in any or all of such trademarks, service marks trade names) in which Assignor possesses any rights and/or ownership interests as of the Effective Date, together with all goodwill symbolized by any and all of such trademarks, service marks and trade names and/or attendant thereto, together with any and all applications, registrations, renewals and extensions thereof (collectively, the "Trademarks"), along, in each case, to the full extent permitted by law, with any and all claims for past infringement, and the right to initiate suit and obtain damages and attorneys' fees and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation of any of the Trademarks or of any proprietary or other rights in or with respect to any of the Trademarks, whether prior to or subsequent to the Effective Date. The Trademarks include, without limitation, those Trademarks as to which a trademark registration has been issued by, or an application for a trademark registration therefor has been filed with, the United States Patent and Trademark Office in the name of or on behalf of any of Assignors, including but not limited to those referred to on Schedule A annexed hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

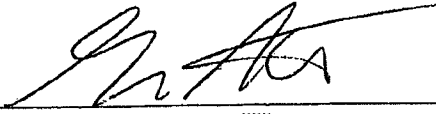
Assignor shall promptly, upon the request of Assignee and/or any of its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may request to permit Assignee or any of its successors or assigns to record the assignment covered by this Assignment or any other documents, all as Assignee, or any of its successors or assigns, may reasonably deem necessary, appropriate or desirable to evidence or effectuate the terms or intent of this Assignment. Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee's successors and assigns, and each of the officers of any of them, signing singly, as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be the true and lawful attorney of Assignor, in the name, place and stead of Assignor, to execute, acknowledge, deliver, file and record any and all documents (including but not limited to any instrument(s) of assignment, transfer and/or conveyance), and to take all other actions, in each case which Assignee and/or its successors and assigns may reasonably deem necessary or appropriate to evidence or effectuate the assignment, transfer and/or conveyance to Assignee and/or its

successors and assigns of the rights, licenses, privileges and properties to be assigned, transferred and/or conveyed hereunder, the exercise any and all rights in and to such rights, licenses, privileges and properties, and all other intents evidenced hereby.

[Remainder of page intentionally left blank; Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of December 22, 2010.

MAXIMUM HUMAN PERFORMANCE, INC.,
a New Jersey corporation

By: 


Name: Gerard Dente III

Title: President

A C K N O W L E D G E M E N T

State of NS)
) ss:
County of Morris)

On the 20th day of December, in the year 2010, before me, the undersigned, personally appeared Gerard Dente III personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public Max Yelken
ATTORNEY-AT-LAW
State of New Jersey

(Signature Page to MHP, Inc. Trademark Assignment Agreement)

SCHEDULE A
MAXIMUM HUMAN PERFORMANCE, INC.

TRADEMARK	SERIAL/REGISTRATION NUMBER	DATE FILED/REGISTERED
MAXIMUM HUMAN PERFORMANCE	2,236,722	4/6/99
WAXIMAX	3,528,802	11/4/08
ANABOLIC AXIS	3,570,736	2/3/09
MACROBOLIC	2,867,625	7/27/04
MACROBOLIC NUTRITION	3,033,148	12/20/05
THE SCIENCE OF SUPPLEMENTATION	2,632,866	10/8/02
AGE WELL SCIENCES	76/433470	7/22/02
LIPOCEL	2,971,673	7/19/05
REMI	2,813,871	2/10/04
AMIDREN	3,117,767	7/18/06
ANABOLASE	3,149,297	9/26/06
BARBARIAN	2,882,730	9/7/04
BIODIESEL	3,493,678	8/26/08
CRENOXIN	3,684,226	9/15/09
DETOXATRIM	3,140,505	9/5/06
DREN	3,450,592	6/17/08
DRENBUTEROL	3,509,425	9/30/08
ENDUREMORE	77/391459	2/7/08
EXCELERATOR	2,813,823	2/10/04
HYDROSIZE	3,517,889	10/14/08

SCHEDULE A
MAXIMUM HUMAN PERFORMANCE, INC.

TRADEMARK	SERIAL/REGISTRATION NUMBER	DATE FILED/REGISTERED
LIPOCEL	2,826,191	3/23/04
LIPOLASE	3,341,309	11/20/07
MHP and Design	2,230,661	3/9/99
MHP	3,463,667	7/8/08
PHEN	85/120055	8/31/10
PHENBUTEROL	85/120064	8/31/10
PLASMAPUMP	3,570,741	2/3/09
PROBOLIC	2,867,626	7/27/04
PRONITRATE	3,868,619	10/26/10
PROSYNTHAGEN	3,517,902	10/14/08
REMI	2,813,869	2/10/04
STABULIN	2,380,027	8/22/00
THYRODRENE	2,414,768	12/19/00
TRAC	2,660,031	12/10/02
TRT	2,669,622	12/31/02
XPEL	2,987,924	8/23/05
A-BOMB	3,383,330	2/12/08

SCHEDULE A
MAXIMUM HUMAN PERFORMANCE, INC.

TRADEMARK	SERIAL/REGISTRATION NUMBER	DATE FILED/REGISTERED
ANABOLOSE-C3G	3,509,722	9/30/08
CRYSTAL VITE	3,344,920	11/27/07
CYCLIN GF	3,441,328	6/03/08
DARK MASS	3,532,316	11/11/08
DARK MATTER	3,477,791	7/29/08
DARK RAGE	3,532,319	11/11/08
ISOFAST 50	85/090567	7/22/10
LEUKIDROL-SR	3,337,400	11/13/07
MHP NUTRACEUTICALS	2,659,075	12/10/02
MICRO MAIZE	85/030481	5/5/10
NATURALLI SLIM	3,389,512	2/26/08
NITRO KIC	3,309,924	10/9/07
NO BLAST	3,140,376	9/5/06
OPTIMONE-5	3,021,529	11/29/05
PHAT PHEN	3,454,926	6/24/08
SARM-X	3,310,031	10/9/07
SECRETAGOGUE GOLD	3,184,558	12/12/06
SECRETAGOGUE-ONE	2,409,760	12/5/00
SERA PHARMA	3,133,596	8/22/06
SHRED-EX	2,826,006	3/23/04
SHREDDING GEL	2,830,597	4/6/04

SCHEDULE A
MAXIMUM HUMAN PERFORMANCE, INC.

TRADEMARK	SERIAL/REGISTRATION NUMBER	DATE FILED/REGISTERED
SIMPLY WHEY	2,621,922	9/17/02
T-BOMB	2,815,536	2/17/04
TAKE-OFF	2,744,427	7/29/03
THYRO-SLIM	2,420,131	1/9/01
WHEY KIC	3,346,263	11/27/07
XERITONE-PSD	3,300,578	10/2/07
TIME RELEASE TECHNOLOGY	2,689,543	2/18/03
TIME RELEASE TECHNOLOGY	3,720,426	12/8/09
UP YOUR MASS	2,818,229	2/24/04
WHEY FAST 50	77/924089	1/29/10
CAST A BIG SHADOW	3,638,347	6/16/09
LIVE AT YOUR PEAK	3,098,697	5/30/06
THE MULTI WITH MUSCLE!	3,225,933	4/3/07
EVERY WORKOUT ENDS WITH DARK MATTER	3,532,317	11/11/08
THERE IS NO DIET WITHOUT DETOX!	3,358,748	12/25/07

SCHEDULE A
MAXIMUM HUMAN PERFORMANCE, INC.

TRADEMARK	SERIAL/REGISTRATION NUMBER	DATE FILED/REGISTERED
POWER PAK PUDDING	77/950506	3/4/10
WET 'N WILD	3,308,433	10/2/07
8 HOUR ALERT	85/166554	11/1/10
THERMO-BOMB	85/168402	11/3/10