

# 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
Bio-Engineered Supplements & Nutrition, Inc.		01/25/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Winchester, Inc.		
Street Address:	1603 Orrington Avenue, Suite 1000		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	3332655	ATRO-PHEX	
Registration Number:	3530674	AVPT	
Registration Number:	3855341	BODY & STYLE	
Registration Number:	3653074	BSN	
Registration Number:	3478948	BSN	
Registration Number:	3227620	BSN FINISH FIRST.	
Registration Number:	3218029	CELLMASS	
Registration Number:	3222670	ENDORUSH	
Registration Number:	3222684	ENERGIZE YOUR CORE	
Registration Number:	3477710	ENERGY & PERFORMANCE RUSH	
Registration Number:	3222682	FINISH FIRST	
Registration Number:	3222696	LIVE FOR THE PUMP!	
Registration Number:	3222669	NITRIX	
Registration Number:	3617396	N-TRAINING	

TRADEMARK

900184217

REEL: 004479 FRAME: 0456

CH \$1165.00 3332655

Registration Number:	3819697	ONCE YOU TRAIN WITH IT, YOU WILL NEVER EVOLVE WITHOUT IT!
Registration Number:	3324295	ONCE YOU TRY IT, YOU WILL NEVER TRAIN WITHOUT IT!
Registration Number:	3364213	(R) (P) (M) (W) (N)
Registration Number:	3442817	THE ELITE PHYSIQUE STACK
Registration Number:	3442815	THE FIT STACK
Registration Number:	3354666	THE MASS STACK
Registration Number:	3404256	TRAIN LIKE A FREAK
Registration Number:	3222673	TRUE-MASS
Registration Number:	3577778	VOLUMAIZE
Registration Number:	3479325	WALL OF RED
Registration Number:	3819698	WHERE MASS AND EVOLUTION BEGIN!
Registration Number:	3704626	X-PLODE
Registration Number:	3576909	YOUR ULTIMATE PHYSIQUE & PERFORMANCE GATEWAY
Registration Number:	3887255	EPOZINE-O2
Registration Number:	3885154	THE MASS STACK
Serial Number:	85084745	ANASTIMINOL
Serial Number:	85084766	ANASTIMUNOL
Serial Number:	77891787	BETALIN NT
Serial Number:	85011652	
Serial Number:	85138874	BSN SUPPLEMENT PYRAMID
Serial Number:	77914602	ENDO BURN
Serial Number:	77968751	ENDOVEX
Serial Number:	77744835	EPOZINE-O2
Serial Number:	85011605	
Serial Number:	77147190	MYBSN
Serial Number:	77147357	MYBSN
Serial Number:	77733692	N.O.-XPT2
Serial Number:	77574061	N-GAME
Serial Number:	77501617	PERFORMAIZE
Serial Number:	77686162	PERFORMANEX12
Serial Number:	77501624	PERFORMAZE
Serial Number:	85175541	STRENGTH FOR THE JOURNEY

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 004479 FRAME: 0457**

Fax Number: (612)977-8650

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

Phone: 6129778795

Email: ip@briggs.com

Correspondent Name: Daniel A. Rosenberg

Address Line 1: 80 South Eighth Street

Address Line 2: 2200 IDS Center

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:

34001.17

NAME OF SUBMITTER:

Daniel A. Rosenberg

Signature:

/Daniel A. Rosenberg/

Date:

02/16/2011

Total Attachments: 9

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## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

Bio-Engineered Supplements & Nutrition, Inc., a corporation organized under the laws of the state of Delaware ("Assignor"), for good and valuable consideration paid by Winchester, Inc., a corporation organized under the laws of the state of Delaware ("Assignee"), the receipt and sufficiency of which is hereby acknowledged, hereby conveys, delivers, transfers and assigns to Assignee, its successors and assigns, forever, any and all of its right, title and interest in and to any and all of the Intellectual Property Assets that it may have that are part of the Assets, as such terms are defined in the Asset Purchase Agreement dated January 18, 2011, by and among Assignor, Assignee, Christopher Ferguson and Scott James (the "Asset Purchase Agreement"), together with the goodwill associated with the use of such Intellectual Property Assets with Assignor's business, including, without limitation: all inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto; all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including all supporting documentation of any kind; all trade names, trademarks, servicemarks, logos, trade dress, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith; all copyrightable works, all copyrights; all mask works and associated rights covered by the Semiconductor Chip Protection Act; all registrations and applications and renewals for any of the foregoing; all trade secrets; all Know-How (defined below); Code (defined below); Documentation (defined below) and Software (defined below), including but not limited to those assets listed on Schedule 1 attached hereto.

As used herein, the following capitalized terms shall have the following definitions: "Know-How" shall include trade secrets and other confidential and proprietary information, including without limitation, technical information, research, schematics, models, programs, Documentation, Code, tools, methods and methodologies and data, including engineering, scientific and practical information and formulas, hardware and software designs, technical information recorded in reports, on drawings, in specifications, and in other writings; "Documentation" shall mean written materials, including without limitation, technical reference handbooks, technical disclosures, publications, Source Code, and other materials which are used to support the Intellectual Property Assets; "Code" shall mean computer programming code, and shall include both Object Code and Source Code; "Object Code" shall mean the machine executable form of the Code; "Source Code" shall mean the human-readable form of the Code, including commentary and notes necessary for a reasonably skilled programmer to maintain and modify the computer program; and "Software" shall mean any instructions and associated data capable of being executed, compiled, or interpreted by a data processing machine, whether or not such instructions and associated data are in Object Code or in Source Code form.

To the extent any of the aforementioned rights in and to such Intellectual Property Assets are not immediately assignable, and to the extent any such rights are created in the future with respect to the aforementioned rights, Assignor shall fully identify and describe each such asset and use its best efforts to: (i) provide Assignee the benefits of any such rights, and hold same in trust for Assignee without additional compensation therefore; and (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits and rights to Assignee, without additional compensation therefor.

Assignor shall promptly execute and deliver for recording any instrument necessary to perfect or record the transfer of any of the Intellectual Property Assets in the United States Patent and Trademark Office, in the United States Copyright Office, the domain name registrar, or any other recording office where such recordings are properly made.

Upon the Assignee's request at any time and from time to time, the Assignor shall execute and deliver to the Assignee such additional instruments as the Assignee deems necessary to vest the Assignee with the sole ownership of exclusive worldwide rights in and to all such Intellectual Property Assets.

Assignor hereby acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern and control.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney of such Assignor, with full power of substitution, in the name of Assignor, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the Intellectual Property Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property Assets, subject to the provisions of Article 11 of the Asset Purchase Agreement; (c) to defend or compromise any or all actions or proceedings in respect of any of the Intellectual Property Assets, subject to the provisions of Article 11 of the Asset Purchase Agreement; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

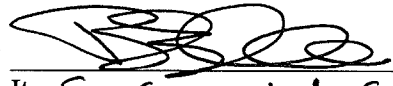
This Assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Assignment by signing any such counterpart.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has caused this Assignment to be executed as of the date first set forth above.

**ASSIGNOR:**

**Bio-Engineered Supplements & Nutrition,  
Inc.**

By   
Its Sr. Counsel & Corp. Officer

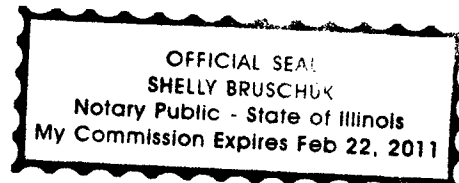
State of Illinois )  
 ) ss.  
County of Cook )

On January 25, 2011, before me, Shelly Bruschuk Notary Public, personally appeared Brent Schillage, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature

(Seal)



January 25, 2011

[ASSIGNOR SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

ACCEPTED this 25<sup>th</sup> of Jan 11.

**ASSIGNEE:**

**Winchester, Inc.**

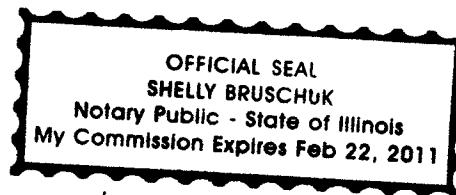
By Thomas A. Tench  
Its AUTHORIZED REPRESENTATIVE

State of Illinois )  
 ) ss.  
County of Cook )

On January 25, 2011, before me, Shelly Bruschuk, Notary Public, personally appeared Thomas A. Tench, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Shelly Bruschuk  
Notary Public



January 25, 2011

[ASSIGNEE SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

**SCHEDULE 1  
TO  
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

(See Attached)



## Patents

Patent No	Serial No.	Title	Licensor
5,707,971	08/476,035	Modulation of Glycolytic ATP Production	Assigned To BSN
6,838,562	10/249,338	Process for preparing a creatine heterocyclic acid salt and method of use	BSN's Granted IP
N/A(reissue application of '562 patent)	11/650,622	Process for preparing a creatine heterocyclic acid salt and method of use	Assigned To BSN
N/A	12/050,580	Method of preparing creatine ester salts and uses thereof	BSN's Applied For IP
N/A	12/364,273	Apparatus and Method for Increasing Brand and Loyalty and Facilitating Social Networking Relationship	BSN's Applied For IP
N/A	61/179,272	Method and composition for improved muscle performance	BSN's Applied For IP
N/A	12/782,702	Method and composition for improved muscle performance	BSN's Applied For IP
N/A	12/942,929	Method and composition for improved anabolism	BSN's Applied for IP
N/A	61/259,633	Method and composition for improved anabolism	BSN's Applied For IP

## **Trademarks**

### *Registrations*

TRADEMARK	REG. NO.
Atro-Phex	3332655
AVPT	3530674
Body & Style	3855341
BSN	3653074
BSN (Logo)	3478948
BSN Finish First (Logo)	3227620
Cellmass	3218029
Endorush	3222670
Energize Your Core	3222684
Energy & Performance Rush	3477710
Finish First	3222682
Live for the Pump!	3222696
Nitrix	3222669
N-Training	3617396
Once you train with it, you will never evolve without it!	3819697
Once you try it, you will never train without it!	3324295
Supplement Pyramid (Logo)	3364213
The Elite Physique Stack	3442817
The Fit Stack	3442815
The Mass Stack	3354666
Train Like a Freak	3404256
True-Mass	3222673
Volumaize	3577778
Wall of Red	3479325
Where Mass and Evolution Begin!	3819698
X-Plode	3704626
Your Ultimate Physique & Performance Gateway	3576909
Epozine-02	3887255
The Mass Stack	3885154

*Applications*

TRADEMARK	SERIAL NO.	STATUS
Anastiminol	85084745	ITU, Pending
Anastimunol	85084766	ITU, Pending
Betalin <sup>NT</sup>	77891787	ITU, Published
Bottle & Label (Stylized Design for) [Trade Dress]	85011652	IU, In Prosecution
BSN Supplement Pyramid	85138874	ITU, Pending
Endoburn	77914602	ITU, Notice of Allowance Received
Endovex	77968751	ITU, Notice of Allowance Received
Epozine-O <sup>2</sup>	77744835	ITU, Notice of Allowance Received
Label (Stylized Mark for) [Trade Dress]	85011605	IU, In Prosecution
MyBSN	77147190	ITU, Notice of Allowance Received
MyBSN (Logo)	77147357	ITU, Notice of Allowance Received
N.O.-XP <sup>T2</sup>	77733692	ITU, Notice of Allowance Received
N-Game	77574061	ITU, Notice of Allowance Received
Performaize	77501617	ITU, Notice of Allowance Received
Performanex 12	77686162	ITU, Notice of Allowance Received
Performaze	77501624	ITU, Notice of Allowance Received
Strength for the Journey	85175541	

**Copyrights**

<b>Document No.</b>	<b>Recordation Date</b>	<b>Title</b>
V3576D507	4/3/2009	Bio-Engineered Supplements & Nutrition's Web Site
TX0006549013	12/29/2006	Bio-Engineered Supplements & Nutrition's Web Site