

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
Triarco Industries, Inc.		03/02/2012	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Triarco Industries, Inc.		
Street Address:	400 Hamburg Turnpike		
City:	Wayne		
State/Country:	NEW JERSEY		
Postal Code:	07470		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2186149	FEED THE MUSCLE - STARVE THE FAT	
CORRESPONDENCE DATA			
Fax Number:	(973)942-9100		
Phone:	973-942-5100		
Email:	gail.kolk@triarco.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Triarco Industries, Inc.		
Address Line 1:	400 Hamburg Turnpike		
Address Line 4:	Wayne, NEW JERSEY 07470		
ATTORNEY DOCKET NUMBER:	FEED THE MUSCLE		
NAME OF SUBMITTER:	Gail A. Kolk		
Signature:	/gail a. kolk/		

Date:

03/02/2012

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK AND REGISTRATION

FEED THE MUSCLE-STARVE THE FAT®

This Assignment of the Trademark FEED THE MUSCLE-STARVE THE FAT (the "Assignment") is made and entered on MARCH 2ND, 2012, by and between **Triarco Industries, Inc.**, a corporation organized and existing under the laws of the State of New Jersey, having a principal place of business at 400 Hamburg Turnpike, Wayne, New Jersey 07470 ("Triarco (NJ)"), and **Triarco Industries, Inc.** organized and existing under the laws of the State of Delaware, having a place of business at 400 Hamburg Turnpike, Wayne, New Jersey 07470 ("Triarco (DE)") (collectively referred to as the "Parties," and individually, a "Party.")

Whereas, Triarco (NJ) is the record owner of the mark FEED THE MUSCLE-STARVE THE FAT (words only) (hereinafter, the "Mark") and the Registration of the Mark on the Principal Register of the United States Patent and Trademark Office (the "USPTO"), Registration No. 2186149, with a filing date of April 21, 1995, and a registration date of September 1, 1998 (the "Registration"); and

Whereas, Triarco (NJ) desires to sell, convey, transfer, assign and deliver to Triarco (DE), and Triarco (DE) desires to acquire from Triarco (NJ), all of Triarco (NJ)'s interest in and to the Mark and the Registration upon the terms and subject to the conditions set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT:

(a) Triarco (NJ) hereby agrees to sell, convey, transfer, assign and deliver to Triarco (DE), its successors and assigns, and Triarco (DE) hereby agrees to acquire from Triarco (NJ), upon the terms and subject to the conditions set forth in this Assignment, all of Triarco (NJ)'s right, title and interest, whether statutory or at common law, in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark throughout the world, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

(b) Triarco (NJ) agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Mark in Triarco (DE).

2. TRIARCO (NJ)'S REPRESENTATIONS:

(a) Triarco (NJ) represents and warrants that Triarco (NJ) is the sole owner of the Mark and the Registration and that Triarco (NJ) has the power and authority to enter into this Assignment.

(b) Triarco (NJ) further represents and warrants that the rights transferred in this Assignment are free of lien, encumbrance or adverse claim of any nature or kind whatsoever.

3. GOVERNING LAW:

This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey.

4. BINDING EFFECT:

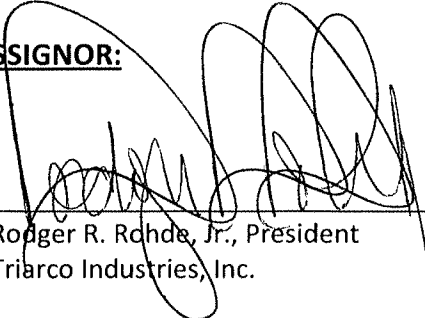
The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed the day and year first above written.

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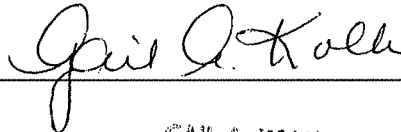
ASSIGNOR:

Dated: 3/2, 2012

By: 
Rodger R. Rohde, Jr., President
Triarco Industries, Inc.

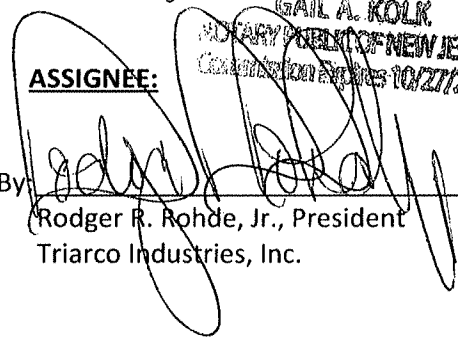
State of New Jersey)
) ss
County of Passaic)

On this 2ND day of MARCH, 2012, before me personally appeared Rodger R. Rohde, Jr., to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein.



ASSIGNEE:

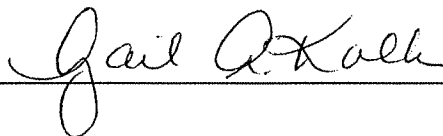
Dated: 3/2, 2012

By: 
Rodger R. Rohde, Jr., President
Triarco Industries, Inc.

GAIL A. KOLK
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/27/2012

State of New Jersey)
) ss
County of Passaic)

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GAIL A. KOLK
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