

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
Supreme Protein, Inc.		03/13/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Supreme Protein, LLC
Street Address:	13737 N. Stemmons Fwy.
City:	Farmers Branch
State/Country:	TEXAS
Postal Code:	75234
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85141648	A PERFORMANCE EDGE SO INTENSE....IT'S ALMOST UNFAIR
Registration Number:	3891151	ENERGY-CORE
Serial Number:	85274385	GET READY TO DOMINATE... FUEL UP WITH THE POWER OF RAPTOR
Registration Number:	3958643	IT'S ALMOST UNFAIR
Registration Number:	3064557	SUPREME PROTEIN
Registration Number:	3751085	SUPREME PROTEIN
Registration Number:	3869197	SUPREME PROTEIN
Registration Number:	3540283	SUPREME PROTEIN FOR A SUPREME BODY
Registration Number:	3884059	THE PERFECT WEAPON
Serial Number:	77808106	WELCOME TO THE TOP OF THE FOOD CHAIN

CORRESPONDENCE DATA

Fax Number: (617)523-1231

Phone: 617.570.1000
Email: mrovner@goodwinprocter.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Miriam J. Rovner c/o Goodwin Procter LLP
Address Line 1: Exchange Place, 53 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	126887-210638
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	03/13/2012

Total Attachments: 11

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of this 13th day of March, 2012, by and between Supreme Protein, Inc., a corporation organized and existing under the laws of the state of New Jersey, and having a usual place of business at 2231 Landmark Place, Manasquan, New Jersey 08736 ("Assignor") and Supreme Protein, LLC, a limited liability company organized and existing under the laws of the state of Delaware, and having a usual place of business at 13737 N. Stemmons Fwy., Farmers Branch, Texas 75234 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, by and among Assignor, Assignee, Dymatize Enterprises, LLC, a Delaware limited liability company and Robert Chinery, Jr., dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee desires to acquire the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

WITNESS: [Signature]
Name: MATTHEW R. KAPLAN

ASSIGNOR: SUPREME PROTEIN, INC.

By: [Signature]
Name: Robert Chinery, Jr.
Title: President

NOTARIZATION

On this 9th day of March, 2012, before me, the undersigned Notary Public, personally appeared Robert Chinery, Jr., proved to me through satisfactory evidence of identification, which was/were DRIVER'S LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his own free will.

[Signature]
Signature of Notary

(Seal)

LUCILLE MATTHEWS
A Notary Public of New Jersey

My Commission Expires: My Commission Expires AUGUST 27, 2013

WITNESS:

Name: _____

ASSIGNEE: SUPREME PROTEIN, LLC

By: _____
Name: Michael Casid
Title: Chief Executive Officer

On this ____ day of March, 2012, before me, the undersigned Notary Public, personally appeared Michael Casid, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

WITNESS:

ASSIGNOR: SUPREME PROTEIN, INC.

Name:

By: _____
Name: Robert Chinery, Jr.
Title: President

NOTARIZATION

On this ____ day of March, 2012, before me, the undersigned Notary Public, personally appeared Robert Chinery, Jr., proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his own free will.

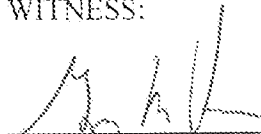
(Seal)

Signature of Notary

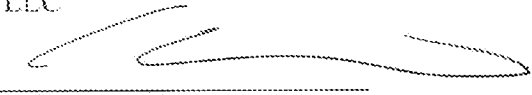
My Commission Expires: _____

WITNESS:

ASSIGNEE: SUPREME PROTEIN, LLC



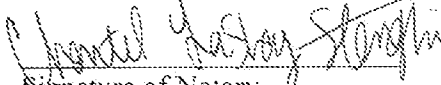
Name: GREG VENNER

By: 

Name: Michael Casid
Title: Chief Executive Officer

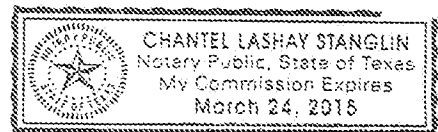
On this 8th day of March, 2012, before me, the undersigned Notary Public, personally appeared Michael Casid, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

(Seal)



Signature of Notary

My Commission Expires: 3-24-2015



[Signature page to Trademark Assignment]

Exhibit A

Marks

[Exhibit A to Trademark Assignment]

TRADEMARK
REEL: 004735 FRAME: 0805

<u>MARK</u>	<u>REG./SER. NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>DEADLINE</u>	<u>DUE DATE</u>
SUPREME PROTEIN & Design	AL-T-2011-559	Albania	Filed	Pending	N/A
SUPREME PROTEIN & Design	IM-111025.14	Aruba	Filed	Pending	N/A
SUPREME PROTEIN & Design	1452532	Australia	Filed	Pending	N/A
SUPREME PROTEIN & Design	BAZ1115924A	Bosnia	Filed	Pending	N/A
SUPREME PROTEIN & Design	904294943	Brazil	Filed	Pending	N/A
SUPREME PROTEIN	1,546,640	Canada	Filed	Pending	N/A
SUPREME PROTEIN & Design	961281	Chile	Filed	Pending	N/A
SUPREME PROTEIN & Design	10469633	Community Trademark	Filed	Pending	N/A
SUPREME PROTEIN & Design	Z20111777A	Croatia	Filed	Pending	N/A
SUPREME PROTEIN & Design	D-110446	Curacao	Filed	Pending	N/A
SUPREME PROTEIN	266654	Egypt	Filed	Pending	N/A
SUPREME PROTEIN	16127	Gaza Strip	Filed	Pending	N/A
SUPREME PROTEIN & Design	3020100123656	Germany	Filed	Mark initially filed in name of local distributor. Assignment to SP has been executed by both parties and has been recorded	N/A

<u>MARK</u>	<u>REG./SER. NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>DEADLINE</u>	<u>DUE DATE</u>
SUPREME PROTEIN & Design	1476-G	Haiti	Filed	with the German Trademark Office. Pending	N/A
SUPREME PROTEIN & Device	2882/2011	Iceland	Filed	Pending	N/A
SUPREME PROTEIN & Design	2232215	India	Filed	Pending	N/A
SUPREME PROTEIN & Design	241296	Israel	Filed	Pending	N/A
SUPREME PROTEIN & Design	2011-74759	Japan	Filed	Office action response due 5/21/12. Merely requires amendment of identification. Instructions issued to foreign associates 3/01/12. Receipt confirmed.	5/21/2012
SUPREME PROTEIN & Design	56022	Kazakistan	Filed	Pending	N/A
SUPREME PROTEIN	124785	Kuwait	Filed	Pending	N/A
SUPREME PROTEIN & Design	9735	Lebanon	Registered	N/A	N/A
SUPREME PROTEIN & Design	TM/2011/1088	Macedonia	Filed	Pending	N/A
SUPREME PROTEIN & Design	850429	New Zealand	Filed	Pending	N/A

MARK	REG./SER. NO.	COUNTRY	STATUS	DEADLINE	DUE DATE
SUPREME PROTEIN & Design	1217661	Mexico	Filed	Pending	N/A
SUPREME PROTEIN & Design	TBA	Moldova	Approved for publication.	To be published 2/29/2012	N/A
SUPREME PROTEIN & Design	Z-2011/493	Montenegro	Filed	Pending	N/A
SUPREME PROTEIN & Design	850429	New Zealand	Filed	Pending	N/A
SUPREME PROTEIN & Design	207057-01	Panama	Filed.	Pending	N/A
SUPREME PROTEIN & Design	TBA	Russian Federation	Associates do not believe mark will be registerable unless words "Supreme Protein" are removed from label. No filing made.	N/A	N/A
SUPREME PROTEIN & Design	175168	Saudi Arabia	Filed	Pending	N/A
SUPREME PROTEIN & Design	Z-1481/2011	Serbia-Montenegro	Filed	Pending	N/A
SUPREME PROTEIN & Design	T1114479H	Singapore	Filed	Pending	N/A
SUPREME PROTEIN & Design	2011/26366	South Africa	Filed	Pending	N/A
SUPREME PROTEIN & Design	40-2011-0055962	South Korea	Filed	Pending	N/A
SUPREME PROTEIN	TBA	Suriname	Filing instructions	Awaiting action	N/A

<u>MARK</u>	<u>REG./SER. NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>DEADLINE</u>	<u>DUE DATE</u>
& Design			issued.	from foreign TM Office	
SUPREME PROTEIN	61409/2011	Switzerland	Office action issued refusing registration on basis of descriptiveness.	Response to Office action was timely filed. Awaiting Trademark Office action.	N/A
SUPREME PROTEIN & Design	824929	Thailand	Filed	Pending	N/A
SUPREME PROTEIN & Design	2011 16289	Ukraine	Filed	Pending	N/A
SUPREME PROTEIN & Design	161438	United Arab Emirates	Filed	Pending	N/A
A PERFORMANCE EDGE SO INTENSE....IT'S ALMOST UNFAIR ^{1,2}	85/141,648	US	Opposition pending before the TTAB (parties are engaged in settlement discussions). Summary judgment motion filed by opposer on 1/26/12	Time to file an answer to Summary Judgment Motion has lapsed	
ENERGY-CORE ¹	3,891,151	US	Published 03/15/2011 Registered	Section 8 & 15	12/14/2016

¹ Utilized in connection with Raptor Bar.

² Counsel for the Company has been negotiating a Settlement Agreement with counsel for Bronson Nutritionals, LLC, the plaintiff in the TTAB proceeding. The draft Settlement Agreement attached was delivered by the Company's counsel to Bronson's counsel on March 8, 2012. Bronson's counsel has not yet responded to the draft.

MARK	REG./SER. NO.	COUNTRY	STATUS	DEADLINE	DUE DATE
GET READY TO DOMINATE...FUEL UP WITH THE POWER OF RAPTOR ³	85/274,385	US	Allowed 10/04/2011	Statement of Use.	04/04/2012
IT'S ALMOST UNFAIR ²	3,958,643	US	Registered 05/10/2011	Section 8 & 15	05/10/2017
SUPREME PROTEIN	3,064,557	US	Registered on the Supplemental Register.	Section 8 & 9 Due.	2/28/2016
SUPREME PROTEIN	3,751,085	US	Registered on Principal Register (2(f))	Section 8 & 15	02/23/2016
SUPREME PROTEIN & Design	3,869,197	US	Registered	Section 8 & 15	1/02/2016
SUPREME PROTEIN FOR A SUPREME BODY	3,540,283	US	Registered	Section 8 & 15	12/02/2014
THE PERFECT WEAPON	3,884,059	US	Registered	Section 8 & 15	11/30/2016
WELCOME TO THE TOP OF THE FOOD CHAIN	77/808,106	US	Allowed	Statement of Use or 4th Extension Request	4/06/2012
SUPREME PROTEIN	TBA	Venezuela	Filed	Awaiting action from foreign TM Office	N/A
SUPREME PROTEIN	19843	West Bank	Filed	Pending	N/A
SUPREME PROTEIN	91/200,597	Yugoslavia	Filed	Pending	N/A

³ Utilized in connection with Raptor Bar.

<u>MARK</u>	<u>REG./SER. NO.</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>DEADLINE</u>	<u>DUE DATE</u>
SUPREME PROTEIN	15394854	Zimbabwe	Filed	Pending	N/A