

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/09/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Mike Osborn		06/09/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Quest Nutrition, LLC		
Street Address:	4712 Admiralty Way		
Internal Address:	#670		
City:	Marina del Rey		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3703004	QUEST BAR	
Registration Number:	3703003	QUEST NUTRITION	
CORRESPONDENCE DATA			
Fax Number:	8189964204		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8189962255		
Email:	max@sprecherlaw.com		
Correspondent Name:	Max J Sprecher		
Address Line 1:	5850 Canoga Avenue		
Address Line 2:	Fourth Floor		
Address Line 4:	Woodland Hills, CALIFORNIA 91367		
ATTORNEY DOCKET NUMBER:	QUEST		

NAME OF SUBMITTER:	Max J Sprecher
Signature:	/max j sprecher/
Date:	04/16/2012
Total Attachments: 1 source=2012-04-13-Trademark Assignment#page1.tif	

TRADEMARK ASSIGNMENT - NUNC PRO TUNC

This Trademark Assignment (this "Agreement") is made as of June 9, 2010, by and between Mike Osborn ("Osborn") and Quest Nutrition, LLC, a California limited liability company ("QN").

WHEREAS, Osborn is the registered owner of the following trademarks: (1) Quest Bar - Reg. No. 3,703,004; and, (2) Quest Nutrition - Reg. No. 3,703,003. Both marks are registered for use in connection with International Class 29 in connection with protein base, nutrient-dense snack bars.

WHEREAS, Osborn obtained the foregoing registrations in anticipation of the formation of a business entity to conduct any and all business relating to the marks. Said entity, QN, was formed on or about June 9, 2010, and since that time, QN has used the marks as initially contemplated in connection with the original applications, including the continued development of products and goodwill to be associated with the marks.

WHEREAS, Osborn hereby desires to formally transfer the marks, and all good will associated therewith, to QN.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties, intending to be legally bound, hereto agree as follows:

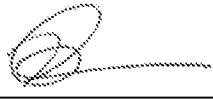
ASSIGNMENT

1.1 Osborn hereby assigns, conveys and transfers to QN all interests in the marks, including all ownership interests, the registrations and all associated goodwill of the marks, and QN hereby accepts said conveyance in its entirety. Upon execution of this document, all ownership rights in the marks shall immediately vest in QN.

1.2 Governing Law. This Agreement shall be construed in accordance with and governed by the substantive internal laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.

Quest Nutrition, LLC

By: 
Its: Managing Member

Mike Osborn

