

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM308819

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Muscle Elements, Inc.		05/08/2014	CORPORATION: DELAWARE
Casey Crane		05/08/2014	INDIVIDUAL: UNITED STATES
James Tracy		05/08/2014	INDIVIDUAL: UNITED STATES
Eric Tomko		05/08/2014	INDIVIDUAL: UNITED STATES
Kevin Ramos		05/08/2014	INDIVIDUAL: UNITED STATES
Marcus Smalls		05/08/2014	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Bio-Engineered Supplements & Nutrition, Inc.
<b>Street Address:</b>	5901 Broken Sound Pkwy NW
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Boca Raton
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33487
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
<b>Serial Number:</b>	85953890	AMINO FLOW
<b>Serial Number:</b>	85953854	212
<b>Serial Number:</b>	85974057	LEANWORKS
<b>Serial Number:</b>	85896035	MUSCLE ELEMENTS
<b>Serial Number:</b>	85924579	BUILD A BETTER YOU, WITH ME
<b>Serial Number:</b>	85923894	ME MUSCLE ELEMENTS
<b>Serial Number:</b>	85953881	PRE-CRE

**CORRESPONDENCE DATA**

**Fax Number:** 3126095005  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 3126097850  
**Email:** abufalino@vedderprice.com  
**Correspondent Name:** ANGELO J. BUFALINO

**TRADEMARK**

CH \$190.00 85953890

**Address Line 1:** VEDDER PRICE P.C.  
**Address Line 2:** 222 N. LASALLE ST., SUITE 2400  
**Address Line 4:** CHICAGO, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	45193.02.0019
<b>NAME OF SUBMITTER:</b>	Angelo J. Bufalino
<b>SIGNATURE:</b>	/angelo bufalino/
<b>DATE SIGNED:</b>	06/26/2014

**Total Attachments: 59**

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**SECURITY AGREEMENT**  
(Intellectual Property and Inventory)

THIS SECURITY AGREEMENT ("Agreement") is made, effective on the 8th day of May, 2014, by and between **MUSCLE ELEMENTS INC.**, a Delaware corporation authorized to transact business in Florida, **Casey Crane, James Tracy, Eric Tomko, Kevin Ramos and Marcus Smalls**, jointly and severally (the "Debtor"), and **BIO-ENGINEERED SUPPLEMENTS & NUTRITION, INC.**, a Delaware corporation authorized to transact business in Florida ("Creditor").

Recitals

Pursuant to that certain Consent Final Judgment dated May 8, 2014, the Debtor and the Creditor have agreed that the Debtor shall grant a security interest and other rights in and to the Collateral (as hereinafter defined), to the Creditor in order to secure the Obligations (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises, Debtor and Creditor hereby agree as follows:

1. Defined Terms. The following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Florida.

"Collateral" shall have the meaning assigned to it in Section 2 of this Agreement.

"Event of Default" shall mean the occurrence of default of any Debtor's obligations under the Final Judgment.

"Final Judgment" shall mean that certain Consent Final Judgment dated May 8, 2014, in Case No. 502013CA013954XXXXMB, in the Circuit Court for the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County, Florida, together with any and all amendments or modifications thereto at any time made.

"Formulas" shall mean the following products, including all formulas, labels and sales and marketing material conceived, developed or created by or on behalf of any Debtor, and all modifications and extensions relating thereto, including but not limited to different flavors, colors, ingredients or package sizes: (i) amino product currently named by Debtors as "AmiNo Flow;" (ii) pre-workout product currently named by Debtors as "Pre-Cre;" (iii) fat-burning product currently named by Debtors as "212;" and (iv) diet product currently named by Debtors as "LeanWorks."

"Inventory" shall mean goods, merchandise and other personal property now or hereafter held by the Debtor for sale or lease or furnished or to be furnished under contracts of service or otherwise, raw materials, parts, finished goods, work- in-progress and supplies and materials used

or consumed, or to be used or consumed, in the Debtor's present or any future business, and all such property the sale, lease or other disposition of which has given rise to accounts and which has been returned to or repossessed or stopped in transit by the Debtor.

"Licenses" shall mean all trademark license agreements and distributor agreements involving Debtor with respect to the Trademarks, as any of the same may from time to time be amended, modified or supplemented.

"Obligations" shall mean Debtor's obligations to Creditor under the Final Judgment, including, without limitation, the payment obligations contained in paragraph 10 thereof, the reporting obligations contained in paragraph 11 thereof, and the obligations not to further encumber the Collateral contained in paragraph 17 thereof.

"Proceeds" shall have the meaning assigned to it under Section 9-102 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademarks" shall mean the registered trademarks and pending applications shown in the attached **Schedule A**, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Debtor.

2. Grant of Security Interest. As collateral security for the prompt payment and performance of the Obligations, Debtor hereby grants and conveys to Creditor a security interest in and to:

(a) the entire right, title and interest of Debtor in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as such schedule may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Debtor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) all of Debtor's right, title and interest in, to and under the following: (i) all Licenses; (ii) all Accounts, contract rights and General Intangibles under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Debtor to terminate any such License or to perform and to exercise all remedies thereunder); and

(b) all of the Formulas;

(c) all of the Inventory, now existing and acquired, created or arising from time to time hereafter, whether in transit or in the constructive, actual or exclusive possession of the Debtor or of the Creditor or held by the Debtor or others for the Debtor's or Creditor's account and wherever the same may be located, including, without limiting the generality of the foregoing, all Inventory which may be located on the premises of the Debtor or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or other third parties and,

(d) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

All of the property referred to in this paragraph 2 is hereafter collectively called the "Collateral."

3. Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Creditor, Debtor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Creditor may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing, continuation or similar statements under the Code with respect to the liens and security interests granted hereby. Debtor also hereby authorizes Creditor to file any such financing or continuation statement without the signature of Debtor to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Creditor hereunder, duly endorsed in a manner satisfactory to Creditor.

4. Termination. At such time as the Obligations are irrevocably satisfied, this Agreement shall terminate and Creditor shall execute and deliver to Debtor all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Debtor full title to the Collateral, subject to any disposition thereof which may have been made by Creditor pursuant hereto.

5. No Waiver. No course of dealing between Debtor and Creditor, nor any failure to exercise, nor any delay in exercising, on the part of Creditor, any right, power or privilege hereunder operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

6. Creditor's Rights after Default. Upon the occurrence of any Event of Default, the Creditor shall have all rights with respect to the Collateral and provided under the Code, under applicable law and as contained in the Final Judgment. All of Creditor's rights and remedies with respect to the Collateral, whether established hereby or by any or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

7. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Creditor, all future holders of the Obligations and their respective successors and assigns, except that Debtor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Creditor.

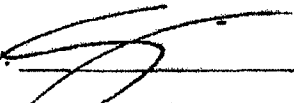
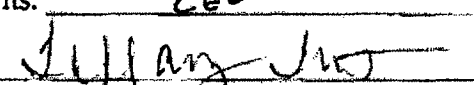
9. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida.

10. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

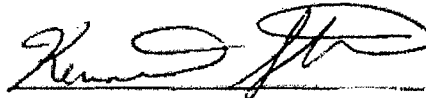
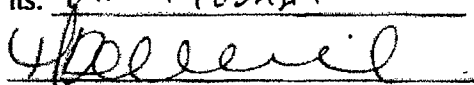
11. Counterparts: Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

Muscle Elements Inc.

By:   
Its: CEO  
  
Witness

Bio-Engineered Supplements & Nutrition, Inc.

By:   
Its: General Counsel  
  
Witness

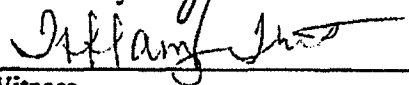
  
Eric Tomko

  
Witness

  
Casey Crane


  
Witness

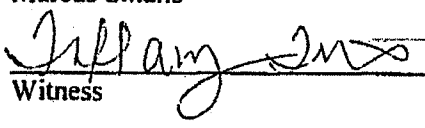
  
James Tracy

  
Witness

  
Kevin Ramos

  
Witness

  
Marcus Smalls

  
Witness



**SCHEDULE A**  
**TRADEMARKS**



United States Patent and Trademark Office

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Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Wed Jun 11 03:12:31 EDT 2014

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7 Records(s) found (This page: 1 ~ 7)

Refine Search (Muscle Elements)[OW] Submit

Current Search: S3: (Muscle Elements)[OW] docs: 7 occ: 14

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	85953890		AMINO FLOW	TSDR	LIVE
2	85953854		212	TSDR	LIVE
3	85974057		LEANWORKS	TSDR	LIVE
4	85896035		MUSCLE ELEMENTS	TSDR	LIVE
5	85924579		BUILD A BETTER YOU, WITH ME	TSDR	LIVE
6	85923894		ME MUSCLE ELEMENTS	TSDR	LIVE
7	85953881		PRE-CRE	TSDR	LIVE

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# Trademark/Service Mark Application, Principal Register

**Serial Number: 85953890**

**Filing Date: 06/07/2013**

The table below presents the data as entered.

Input Field	Entered
<b>SERIAL NUMBER</b>	85953890
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<u>AmiNo Flow</u>
<b>STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>LITERAL ELEMENT</b>	AmiNo Flow
<b>MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font, style, size, or color.
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Muscle Elements, Inc.
<b>*STREET</b>	1062 Auldrige Drive
<b>*CITY</b>	Spring Hill
<b>*STATE</b> (Required for U.S. applicants)	Tennessee
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE</b> (Required for U.S. applicants only)	37174
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>LEGAL ENTITY INFORMATION</b>	
<b>TYPE</b>	corporation
<b>STATE/COUNTRY OF INCORPORATION</b>	Florida
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	

<b>INTERNATIONAL CLASS</b>	005
<b>*IDENTIFICATION</b>	Nutritional and dietary supplements for bodybuilding and athletic use in the form of powders, capsules, tablets, and liquids.
<b>FILING BASIS</b>	SECTION 1(b)
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Canaan Himmelbaum
<b>FIRM NAME</b>	Canaan Himmelbaum, Esq.
<b>STREET</b>	1062 Auldrige Drive
<b>CITY</b>	Spring Hill
<b>STATE</b>	Tennessee
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	37174
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	Canaan Himmelbaum
<b>FIRM NAME</b>	Canaan Himmelbaum, Esq.
<b>STREET</b>	1062 Auldrige Drive
<b>CITY</b>	Spring Hill
<b>STATE</b>	Tennessee
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	37174
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>FEE PER CLASS</b>	325
<b>*TOTAL FEE DUE</b>	325

<b>*TOTAL FEE PAID</b>	325
<b>SIGNATURE INFORMATION</b>	
<b>SIGNATURE</b>	/Canaan Himmelbaum/
<b>SIGNATORY'S NAME</b>	Canaan Himmelbaum
<b>SIGNATORY'S POSITION</b>	Attorney
<b>DATE SIGNED</b>	06/07/2013

## Trademark/Service Mark Application, Principal Register

**Serial Number: 85953890**

**Filing Date: 06/07/2013**

### To the Commissioner for Trademarks:

**MARK:** AmiNo Flow (Standard Characters, see mark)

The literal element of the mark consists of AmiNo Flow.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Muscle Elements, Inc., a corporation of Florida, having an address of  
1062 Auldrige Drive  
Spring Hill, Tennessee 37174  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 005: Nutritional and dietary supplements for bodybuilding and athletic use in the form of powders, capsules, tablets, and liquids.

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

### The applicant's current Attorney Information:

Canaan Himmelbaum of Canaan Himmelbaum, Esq.  
1062 Auldrige Drive  
Spring Hill, Tennessee 37174  
United States

### The applicant's current Correspondence Information:

Canaan Himmelbaum  
Canaan Himmelbaum, Esq.  
1062 Auldrige Drive  
Spring Hill, Tennessee 37174  
352-302-7999(phone)  
ewc22@aol.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

### Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

### Declaration Signature

Signature: /Canaan Himmelbaum/ Date: 06/07/2013

Signatory's Name: Canaan Himmelbaum

Signatory's Position: Attorney

RAM Sale Number: 85953890

RAM Accounting Date: 06/10/2013

Serial Number: 85953890

Internet Transmission Date: Fri Jun 07 15:14:38 EDT 2013

TEAS Stamp: USPTO/BAS-65.51.80.2-2013060715143839786

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1698-20130607150952182696

# AmiNo Flow



# Trademark/Service Mark Application, Principal Register

**Serial Number: 85953854**  
**Filing Date: 06/07/2013**

The table below presents the data as entered.

Input Field	Entered
<b>SERIAL NUMBER</b>	85953854
<b>MARK INFORMATION</b>	
*MARK	<u>212</u>
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	212
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
<b>APPLICANT INFORMATION</b>	
*OWNER OF MARK	Muscle Elements, Inc.
*STREET	1062 Auldrige Drive
*CITY	Spring Hill
*STATE (Required for U.S. applicants)	Tennessee
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	37174
PHONE	352-302-7999
<b>LEGAL ENTITY INFORMATION</b>	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Florida
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
INTERNATIONAL CLASS	

<b>*IDENTIFICATION</b>	Nutritional and dietary supplements for bodybuilding, athletic and weight loss use in the form of powders, capsules, tablets, and liquids.
<b>FILING BASIS</b>	SECTION 1(b)
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Canaan Himmelbaum
<b>FIRM NAME</b>	Canaan Himmelbaum, Esq.
<b>STREET</b>	801 Monroe Street - Suite 608
<b>CITY</b>	Hoboken
<b>STATE</b>	New Jersey
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	07030
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	Canaan Himmelbaum
<b>FIRM NAME</b>	Canaan Himmelbaum, Esq.
<b>STREET</b>	801 Monroe Street - Suite 608
<b>CITY</b>	Hoboken
<b>STATE</b>	New Jersey
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	07030
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>FEE PER CLASS</b>	325
<b>*TOTAL FEE DUE</b>	325

<b>*TOTAL FEE PAID</b>	325
<b>SIGNATURE INFORMATION</b>	
<b>SIGNATURE</b>	/Canaan Himmelbaum/
<b>SIGNATORY'S NAME</b>	Canaan Himmelbaum
<b>SIGNATORY'S POSITION</b>	Attorney
<b>DATE SIGNED</b>	06/07/2013

## Trademark/Service Mark Application, Principal Register

**Serial Number: 85953854**

**Filing Date: 06/07/2013**

### To the Commissioner for Trademarks:

**MARK:** 212 (Standard Characters, see mark)

The literal element of the mark consists of 212.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Muscle Elements, Inc., a corporation of Florida, having an address of  
1062 Auldrige Drive  
Spring Hill, Tennessee 37174  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class \_\_\_\_\_: Nutritional and dietary supplements for bodybuilding, athletic and weight loss use in the form of powders, capsules, tablets, and liquids.

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

### The applicant's current Attorney Information:

Canaan Himmelbaum of Canaan Himmelbaum, Esq.  
801 Monroe Street - Suite 608  
Hoboken, New Jersey 07030  
United States

### The applicant's current Correspondence Information:

Canaan Himmelbaum  
Canaan Himmelbaum, Esq.  
801 Monroe Street - Suite 608  
Hoboken, New Jersey 07030  
352-302-7999(phone)  
ewc22@aol.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

## Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

### Declaration Signature

Signature: /Canaan Himmelbaum/ Date: 06/07/2013

Signatory's Name: Canaan Himmelbaum

Signatory's Position: Attorney

RAM Sale Number: 85953854

RAM Accounting Date: 06/10/2013

Serial Number: 85953854

Internet Transmission Date: Fri Jun 07 14:53:28 EDT 2013

TEAS Stamp: USPTO/BAS-8.12.114.4-2013060714532895072

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TRADEMARK

REEL: 005309 FRAME: 0917

212

# Trademark/Service Mark Application, Principal Register

**Serial Number: 85974057**

**Filing Date: 07/01/2013**

The table below presents the data as entered.

Input Field	Entered
<b>SERIAL NUMBER</b>	85974057
<b>MARK INFORMATION</b>	
*MARK	<u>LeanWorks</u>
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	LeanWorks
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
<b>APPLICANT INFORMATION</b>	
*OWNER OF MARK	Muscle Elements, Inc.
*STREET	1062 Auldrige Drive
*CITY	Spring Hill
*STATE (Required for U.S. applicants)	Tennessee
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	37174
PHONE	352-302-7999
EMAIL ADDRESS	ewc22@aol.com
<b>LEGAL ENTITY INFORMATION</b>	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Florida
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	

<b>INTERNATIONAL CLASS</b>	005
<b>*IDENTIFICATION</b>	Nutritional and dietary supplements for bodybuilding, weight loss and athletic use in the form of powders, capsules, tablets, and liquids.
<b>FILING BASIS</b>	SECTION 1(b)
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Canaan Himmelbaum
<b>FIRM NAME</b>	Canaan Himmelbaum, Esq.
<b>STREET</b>	1062 Auldrige Drive
<b>CITY</b>	Spring Hill
<b>STATE</b>	Tennessee
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	37174
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	Canaan Himmelbaum
<b>FIRM NAME</b>	Canaan Himmelbaum, Esq.
<b>STREET</b>	1062 Auldrige Drive
<b>CITY</b>	Spring Hill
<b>STATE</b>	Tennessee
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	37174
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>FEE PER CLASS</b>	325



<b>*TOTAL FEE DUE</b>	325
<b>*TOTAL FEE PAID</b>	325
<b>SIGNATURE INFORMATION</b>	
<b>SIGNATURE</b>	/Canaan Himmelbaum/
<b>SIGNATORY'S NAME</b>	Canaan Himmelbaum
<b>SIGNATORY'S POSITION</b>	Attorney
<b>DATE SIGNED</b>	07/01/2013

## Trademark/Service Mark Application, Principal Register

**Serial Number: 85974057**

**Filing Date: 07/01/2013**

### To the Commissioner for Trademarks:

**MARK:** LeanWorks (Standard Characters, see mark)

The literal element of the mark consists of LeanWorks.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Muscle Elements, Inc., a corporation of Florida, having an address of  
1062 Auldrige Drive  
Spring Hill, Tennessee 37174  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 005: Nutritional and dietary supplements for bodybuilding, weight loss and athletic use in the form of powders, capsules, tablets, and liquids.

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

### The applicant's current Attorney Information:

Canaan Himmelbaum of Canaan Himmelbaum, Esq.  
1062 Auldrige Drive  
Spring Hill, Tennessee 37174  
United States

### The applicant's current Correspondence Information:

Canaan Himmelbaum  
Canaan Himmelbaum, Esq.  
1062 Auldrige Drive  
Spring Hill, Tennessee 37174  
352-302-7999(phone)  
ewc22@aol.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

## Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

### Declaration Signature

Signature: /Canaan Himmelbaum/ Date: 07/01/2013

Signatory's Name: Canaan Himmelbaum

Signatory's Position: Attorney

RAM Sale Number: 85974057

RAM Accounting Date: 07/01/2013

Serial Number: 85974057

Internet Transmission Date: Mon Jul 01 10:01:28 EDT 2013

TEAS Stamp: USPTO/BAS-65.51.80.2-2013070110012878418

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1974-20130701095618250856

TRADEMARK

REEL: 005309 FRAME: 0923

# Lean Works

TRADEMARK

REEL: 005309 FRAME: 0924

# Trademark/Service Mark Application, Principal Register

Serial Number: 85896035

Filing Date: 04/05/2013

The table below presents the data as entered.

Input Field	Entered
<b>SERIAL NUMBER</b>	85896035
<b>MARK INFORMATION</b>	
<b>*MARK</b>	<u>MUSCLE ELEMENTS</u>
<b>STANDARD CHARACTERS</b>	YES
<b>USPTO-GENERATED IMAGE</b>	YES
<b>LITERAL ELEMENT</b>	MUSCLE ELEMENTS
<b>MARK STATEMENT</b>	The mark consists of standard characters, without claim to any particular font, style, size, or color.
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Muscle Elements Inc.
<b>*STREET</b>	1140 Holland Drive, Bay #12
<b>*CITY</b>	Boca Raton
<b>*STATE (Required for U.S. applicants)</b>	Florida
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE (Required for U.S. applicants only)</b>	33487
<b>PHONE</b>	561-625-6575
<b>FAX</b>	561-625-6572

**LEGAL ENTITY INFORMATION**

<b>TYPE</b>	corporation
<b>STATE/COUNTRY OF INCORPORATION</b>	Florida

**GOODS AND/OR SERVICES AND BASIS INFORMATION**

<b>INTERNATIONAL CLASS</b>	005
<b>* IDENTIFICATION</b>	Sports nutritional supplements, namely vitamins, protein supplements, fat burners, amino acid powders, liquid drinks for use as meal replacements, energy supplements, natural ingredient muscle building supplements.
<b>FILING BASIS</b>	SECTION 1(b)

**ATTORNEY INFORMATION**

<b>NAME</b>	Carl J. Spagnuolo
<b>ATTORNEY DOCKET NUMBER</b>	4397U.000001
<b>FIRM NAME</b>	McHale & Slavin, P.A.
<b>STREET</b>	2855 PGA Boulevard
<b>CITY</b>	Palm Beach Gardens
<b>STATE</b>	Florida
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	33410-2910
<b>PHONE</b>	561-625-6575
<b>FAX</b>	561-625-6572
<b>EMAIL ADDRESS</b>	ustrademarks@mchaleslavin.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>OTHER APPOINTED ATTORNEY</b>	Michael A. Slavin, Brian Taillon, Edward F. McHale, Keith Campbell, David Zelner, Amy S. Price

**CORRESPONDENCE INFORMATION**

<b>NAME</b>	Carl J. Spagnuolo
<b>FIRM NAME</b>	McHale & Slavin, P.A.
<b>STREET</b>	2855 PGA Boulevard

<b>CITY</b>	Palm Beach Gardens
<b>STATE</b>	Florida
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	33410-2910
<b>PHONE</b>	561-625-6575
<b>FAX</b>	561-625-6572
<b>EMAIL ADDRESS</b>	ustrademarks@mchaleslavin.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>FEE PER CLASS</b>	325
<b>*TOTAL FEE DUE</b>	325
<b>*TOTAL FEE PAID</b>	325
<b>SIGNATURE INFORMATION</b>	
<b>ORIGINAL PDF FILE</b>	<u>hw 5019216050-090522166 . 4397U000001 ExecutedDecl-PoA040413.pdf</u>
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<b>SIGNATORY'S NAME</b>	Casey Crane
<b>SIGNATORY'S POSITION</b>	President

## Trademark/Service Mark Application, Principal Register

**Serial Number: 85896035**

**Filing Date: 04/05/2013**

### To the Commissioner for Trademarks:

**MARK: MUSCLE ELEMENTS** (Standard Characters, see mark)

The literal element of the mark consists of MUSCLE ELEMENTS.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Muscle Elements Inc., a corporation of Florida, having an address of  
1140 Holland Drive, Bay #12  
Boca Raton, Florida 33487  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 005: Sports nutritional supplements, namely vitamins, protein supplements, fat burners, amino acid powders, liquid drinks for use as meal replacements, energy supplements, natural ingredient muscle building supplements.

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

#### The applicant's current Attorney Information:

Carl J. Spagnuolo and Michael A. Slavin, Brian Taillon, Edward F. McHale, Keith Campbell, David Zelter, Amy S. Price of McHale & Slavin, P.A.  
2855 PGA Boulevard  
Palm Beach Gardens, Florida 33410-2910  
United States

The attorney docket/reference number is 4397U.000001.

#### The applicant's current Correspondence Information:

Carl J. Spagnuolo  
McHale & Slavin, P.A.  
2855 PGA Boulevard  
Palm Beach Gardens, Florida 33410-2910  
561-625-6575(phone)  
561-625-6572(fax)  
ustrademarks@mchaleslavin.com (authorized)



A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

### **Declaration**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

### **Declaration Signature**

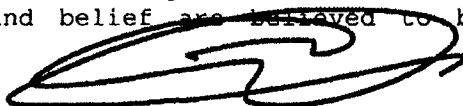
Signature: Not Provided Date: Not Provided  
Signatory's Name: Casey Crane  
Signatory's Position: President  
RAM Sale Number: 85896035  
RAM Accounting Date: 04/05/2013

Serial Number: 85896035  
Internet Transmission Date: Fri Apr 05 09:23:46 EDT 2013  
TEAS Stamp: USPTO/BAS-50.192.160.50-2013040509234627  
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# MUSCLE ELEMENTS

**DECLARATION**

The undersigned, being hereby warned that willful false statements, and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive, and that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.


Date: 4/4/13


Casey Crane President

**POWER OF ATTORNEY AND  
DESIGNATION OF ADDRESS FOR CORRESPONDENCE**

Applicants hereby appoint Michael A. Slavin (Reg. No. 34,016), Edward F. McHale, Carl Spagnuolo, Keith Campbell, Brian Taillon, David Zelner and Amy S. Price of the firm MCHALE & SLAVIN, P.A., with full power of substitution and revocation, its attorneys to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration; and requests that all correspondence from the Patent and Trademark Office concerning this application be addressed to:

Carl J. Spagnuolo  
MCHALE & SLAVIN, P.A.  
2855 PGA Blvd.  
Palm Beach Gardens, FL 33410  
(561) 625-6575  
Email: ustrademarks@mchaleslavin.com

Date: 4/4/13


Casey Crane President

# Trademark/Service Mark Application, Principal Register

**Serial Number: 85924579**  
**Filing Date: 05/06/2013**

The table below presents the data as entered.

Input Field	Entered
<b>SERIAL NUMBER</b>	85924579
<b>MARK INFORMATION</b>	
*MARK	Build a Better U, With Me
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	Build a Better U, With Me
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
<b>APPLICANT INFORMATION</b>	
*OWNER OF MARK	Muscle Elements, Inc
*STREET	1062 Auldrige Drive
*CITY	Spring Hill
*STATE (Required for U.S. applicants)	Tennessee
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	37174
PHONE	352-302-7999
EMAIL ADDRESS	ewc22@aol.com
<b>LEGAL ENTITY INFORMATION</b>	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Florida
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	

<b>INTERNATIONAL CLASS</b>	005
<b>*IDENTIFICATION</b>	sports nutritional supplements, namely vitamins, protein supplements, fat burners, amino acid powders, liquid drinks for use as meal replacements, energy supplements, natural ingredient muscle building supplements
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	025
<b>*IDENTIFICATION</b>	Clothing, namely, tops, pants, headgear, hats, belts, gloves, boxing gloves, shirts and footwear in the sports, athletic and body building market
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	041
<b>*IDENTIFICATION</b>	Advertising, namely providing a website featuring online sports/bodybuilding training, advice and products sales. Providing interactive website featuring information and links relating to fitness; Providing an online and hard copy magazine to advertise products and events relating to fitness and health. Providing an online computer database to track physical fitness and strength training routines and advise from physical fitness trainers to consumers
<b>FILING BASIS</b>	SECTION 1(b)
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Canaan Himmelbaum
<b>FIRM NAME</b>	Canaan Himmelbaum, Esq.
<b>STREET</b>	801 Monroe Street, Suite 608
<b>CITY</b>	Hoboken
<b>STATE</b>	New Jersey
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	07030
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com

<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	Canaan Himmelbaum
<b>FIRM NAME</b>	Canaan Himmelbaum, Esq.
<b>STREET</b>	801 Monroe Street, Suite 608
<b>CITY</b>	Hoboken
<b>STATE</b>	New Jersey
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	07030
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	3
<b>FEE PER CLASS</b>	325
<b>*TOTAL FEE DUE</b>	975
<b>*TOTAL FEE PAID</b>	325
<b>SIGNATURE INFORMATION</b>	
<b>SIGNATURE</b>	/Canaan Himmelbaum/
<b>SIGNATORY'S NAME</b>	Canaan Himmelbaum
<b>SIGNATORY'S POSITION</b>	Attorney
<b>DATE SIGNED</b>	05/06/2013

## Trademark/Service Mark Application, Principal Register

**Serial Number: 85924579**

**Filing Date: 05/06/2013**

### To the Commissioner for Trademarks:

**MARK:** Build a Better U, With Me (Standard Characters, see mark)

The literal element of the mark consists of Build a Better U, With Me.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Muscle Elements, Inc, a corporation of Florida, having an address of  
1062 Auldrige Drive  
Spring Hill, Tennessee 37174  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 005: sports nutritional supplements, namely vitamins, protein supplements, fat burners, amino acid powders, liquid drinks for use as meal replacements, energy supplements, natural ingredient muscle building supplements

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

International Class 025: Clothing, namely, tops, pants, headgear, hats, belts, gloves, boxing gloves, shirts and footwear in the sports, athletic and body building market

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

International Class 041: Advertising, namely providing a website featuring online sports/bodybuilding training, advice and products sales. Providing interactive website featuring information and links relating to fitness; Providing an online and hard copy magazine to advertise products and events relating to fitness and health. Providing an online computer database to track physical fitness and strength training routines and advise from physical fitness trainers to consumers

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

The applicant's current Attorney Information:

Canaan Himmelbaum of Canaan Himmelbaum, Esq.  
801 Monroe Street, Suite 608  
Hoboken, New Jersey 07030  
United States

**The applicant's current Correspondence Information:**

Canaan Himmelbaum  
Canaan Himmelbaum, Esq.  
801 Monroe Street, Suite 608  
Hoboken, New Jersey 07030  
352-302-7999(phone)  
ewc22@aol.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

**Declaration**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

**Declaration Signature**

Signature: /Canaan Himmelbaum/ Date: 05/06/2013  
Signatory's Name: Canaan Himmelbaum  
Signatory's Position: Attorney  
RAM Sale Number: 85924579  
RAM Accounting Date: 05/07/2013

Serial Number: 85924579  
Internet Transmission Date: Mon May 06 17:26:57 EDT 2013  
TEAS Stamp: USPTO/BAS-108.35.249.14-2013050617265745  
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-CC-5164-20130506171859350412



**Build a Better U, With Me**

# Trademark/Service Mark Application, Principal Register

Serial Number: 85923894

Filing Date: 05/06/2013

The table below presents the data as entered.

Input Field	Entered
<b>SERIAL NUMBER</b>	85923894
<b>MARK INFORMATION</b>	
<b>*MARK</b>	\\TICRS\EXPORT16\IMAGEOUT 16\859\238\85923894\xml1\ APP0002.JPG
<b>SPECIAL FORM</b>	YES
<b>USPTO-GENERATED IMAGE</b>	NO
<b>COLOR MARK</b>	YES
<b>COLOR(S) CLAIMED (If applicable)</b>	The color(s) orange and black is/are claimed as a feature of the mark.
<b>*DESCRIPTION OF THE MARK (and Color Location, if applicable)</b>	The mark consists of the capital letter M and a lowercase "e" inside of a black background, next to the Me are the word muscle in black over the word elements in orange - the words muscle and elements are all lowercase.
<b>PIXEL COUNT ACCEPTABLE</b>	NO
<b>PIXEL COUNT</b>	1290 x 400
<b>REGISTER</b>	Principal
<b>APPLICANT INFORMATION</b>	
<b>*OWNER OF MARK</b>	Muscle Elements, Inc
<b>*STREET</b>	1140 Holland Drive, Bay #12
<b>*CITY</b>	Boca Raton
<b>*STATE (Required for U.S. applicants)</b>	Florida
<b>*COUNTRY</b>	United States
<b>*ZIP/POSTAL CODE (Required for U.S. applicants only)</b>	33487

<b>PHONE</b>	561-989-4410
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>LEGAL ENTITY INFORMATION</b>	
<b>TYPE</b>	corporation
<b>STATE/COUNTRY OF INCORPORATION</b>	Florida
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	
<b>INTERNATIONAL CLASS</b>	025
<b>*IDENTIFICATION</b>	Clothing, namely, tops, pants, headgear, hats, belts, gloves, boxing gloves, shirts and footwear in the sports, athletic and body building market
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	005
<b>*IDENTIFICATION</b>	Goods: sports nutritional supplements, namely vitamins, protein supplements, fat burners, amino acid powders, liquid drinks for use as meal replacements, energy supplements, natural ingredient muscle building supplements
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	041
<b>*IDENTIFICATION</b>	Advertising, namely providing a website featuring online sports/bodybuilding training, advice and products sales. Providing interactive website featuring information and links relating to fitness; Providing an online and hard copy magazine to advertise products and events relating to fitness and health. Providing an online computer database to track physical fitness and strength training routines and advise from physical fitness trainers to consumers
<b>FILING BASIS</b>	SECTION 1(b)
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Canaan Himmelbaum
<b>FIRM NAME</b>	Canaan Himmelbaum, Esq.
<b>STREET</b>	801 Monroe Street, Suite 608
<b>CITY</b>	Hoboken

<b>STATE</b>	New Jersey
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	07030
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	Canaan Himmelbaum
<b>FIRM NAME</b>	Canaan Himmelbaum, Esq.
<b>STREET</b>	801 Monroe Street, Suite 608
<b>CITY</b>	Hoboken
<b>STATE</b>	New Jersey
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	07030
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	3
<b>FEE PER CLASS</b>	325
<b>*TOTAL FEE DUE</b>	975
<b>*TOTAL FEE PAID</b>	325
<b>SIGNATURE INFORMATION</b>	
<b>SIGNATURE</b>	/Canaan Himmelbaum/
<b>SIGNATORY'S NAME</b>	Canaan Himmelbaum
<b>SIGNATORY'S POSITION</b>	Attorney
<b>DATE SIGNED</b>	05/06/2013

## Trademark/Service Mark Application, Principal Register

**Serial Number: 85923894**

**Filing Date: 05/06/2013**

### To the Commissioner for Trademarks:

**MARK:** (Stylized and/or Design, see mark)

The color(s) orange and black is/are claimed as a feature of the mark. The mark consists of the capital letter M and a lowercase "e" inside of a black background, next to the Me are the word muscle in black over the word elements in orange - the words muscle and elements are all lowercase.

The applicant, Muscle Elements, Inc, a corporation of Florida, having an address of

1140 Holland Drive, Bay #12

Boca Raton, Florida 33487

United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 025: Clothing, namely, tops, pants, headgear, hats, belts, gloves, boxing gloves, shirts and footwear in the sports, athletic and body building market

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

International Class 005: Goods: sports nutritional supplements, namely vitamins, protein supplements, fat burners, amino acid powders, liquid drinks for use as meal replacements, energy supplements, natural ingredient muscle building supplements

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

International Class 041: Advertising, namely providing a website featuring online sports/bodybuilding training, advice and products sales. Providing interactive website featuring information and links relating to fitness; Providing an online and hard copy magazine to advertise products and events relating to fitness and health. Providing an online computer database to track physical fitness and strength training routines and advise from physical fitness trainers to consumers

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

**TRADEMARK**

**REEL: 005309 FRAME: 0941**

**The applicant's current Attorney Information:**

Canaan Himmelbaum of Canaan Himmelbaum, Esq.  
801 Monroe Street, Suite 608  
Hoboken, New Jersey 07030  
United States

**The applicant's current Correspondence Information:**

Canaan Himmelbaum  
Canaan Himmelbaum, Esq.  
801 Monroe Street, Suite 608  
Hoboken, New Jersey 07030  
352-302-7999(phone)  
ewc22@aol.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

**Declaration**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

**Declaration Signature**

Signature: /Canaan Himmelbaum/ Date: 05/06/2013  
Signatory's Name: Canaan Himmelbaum  
Signatory's Position: Attorney  
RAM Sale Number: 85923894  
RAM Accounting Date: 05/06/2013

Serial Number: 85923894  
Internet Transmission Date: Mon May 06 10:52:37 EDT 2013  
TEAS Stamp: USPTO/BAS-75.228.82.238-2013050610523780  
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64a4691867f1e58b783ddaa7833e52c63158234a  
-CC-9109-20130506102219394857



# muscle<sup>TM</sup> elements

# Trademark/Service Mark Application, Principal Register

Serial Number: 85953881  
 Filing Date: 06/07/2013

The table below presents the data as entered.

Input Field	Entered
<b>SERIAL NUMBER</b>	85953881
<b>MARK INFORMATION</b>	
*MARK	<u>Pre-Cre</u>
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	Pre-Cre
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
<b>APPLICANT INFORMATION</b>	
*OWNER OF MARK	Muscle Elements, Inc
*STREET	1062 Auldrige Drive
*CITY	Spring Hill
*STATE (Required for U.S. applicants)	Tennessee
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants only)	37174
PHONE	352-302-7999
EMAIL ADDRESS	ewc22@aol.com
<b>LEGAL ENTITY INFORMATION</b>	
TYPE	corporation
STATE/COUNTRY OF INCORPORATION	Florida
<b>GOODS AND/OR SERVICES AND BASIS INFORMATION</b>	



<b>INTERNATIONAL CLASS</b>	005
<b>*IDENTIFICATION</b>	Nutritional and dietary supplements for bodybuilding and athletic use in the form of powders, capsules, tablets, and liquids.
<b>FILING BASIS</b>	SECTION 1(b)
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Canaan Himmelbaum
<b>FIRM NAME</b>	Canaan Himmelbaum, Esq.
<b>STREET</b>	801 Monroe Street - Suite 608
<b>CITY</b>	Hoboken
<b>STATE</b>	New Jersey
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	07030
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>CORRESPONDENCE INFORMATION</b>	
<b>NAME</b>	Canaan Himmelbaum
<b>FIRM NAME</b>	Canaan Himmelbaum, Esq.
<b>STREET</b>	801 Monroe Street - Suite 608
<b>CITY</b>	Hoboken
<b>STATE</b>	New Jersey
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	07030
<b>PHONE</b>	352-302-7999
<b>EMAIL ADDRESS</b>	ewc22@aol.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>FEE INFORMATION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>FEE PER CLASS</b>	325
<b>*TOTAL FEE DUE</b>	325

<b>*TOTAL FEE PAID</b>	325
<b>SIGNATURE INFORMATION</b>	
<b>SIGNATURE</b>	/Canaan Himmelbaum/
<b>SIGNATORY'S NAME</b>	Canaan Himmelbaum
<b>SIGNATORY'S POSITION</b>	Attorney
<b>DATE SIGNED</b>	06/07/2013

## Trademark/Service Mark Application, Principal Register

**Serial Number: 85953881**

**Filing Date: 06/07/2013**

### To the Commissioner for Trademarks:

**MARK:** Pre-Cre (Standard Characters, see mark)

The literal element of the mark consists of Pre-Cre.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, Muscle Elements, Inc, a corporation of Florida, having an address of  
1062 Auldrige Drive  
Spring Hill, Tennessee 37174  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 005: Nutritional and dietary supplements for bodybuilding and athletic use in the form of powders, capsules, tablets, and liquids.

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

### The applicant's current Attorney Information:

Canaan Himmelbaum of Canaan Himmelbaum, Esq.  
801 Monroe Street - Suite 608  
Hoboken, New Jersey 07030  
United States

### The applicant's current Correspondence Information:

Canaan Himmelbaum  
Canaan Himmelbaum, Esq.  
801 Monroe Street - Suite 608  
Hoboken, New Jersey 07030  
352-302-7999(phone)  
ewc22@aol.com (authorized)

A fee payment in the amount of \$325 has been submitted with the application, representing payment for 1 class(es).

## Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

### Declaration Signature

Signature: /Canaan Himmelbaum/ Date: 06/07/2013

Signatory's Name: Canaan Himmelbaum

Signatory's Position: Attorney

RAM Sale Number: 85953881

RAM Accounting Date: 06/10/2013

Serial Number: 85953881

Internet Transmission Date: Fri Jun 07 15:08:10 EDT 2013

TEAS Stamp: USPTO/BAS-65.51.80.2-2013060715081079699

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fd7ac6290ae14326f482d16ded2745d1bed2b-CC

-1587-20130607150413366789

# Pre-Cre

TRADEMARK

REEL: 005309 FRAME: 0949

**BIO-ENGINEERED SUPPLEMENTS & NUTRITION, INC.**  
5901 Broken Sound Parkway, Suite 600  
Boca Raton, Florida 33487

June 5, 2014

Lake Park Towing Services, Inc.  
c/o its Registered Agent, Jason May  
1320 S. Killian Dr  
Lake Park, Florida 33403

**Re: MUSCLE ELEMENTS INC., a Delaware corporation and its affiliates (the "Company")**

---

Gentlemen:

We have entered into a Consent Final Judgment dated May 8, 2014, in Case No. 502013CA013954XXXXMB, in the Circuit Court for the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County, Florida, together with any and all amendments or modifications thereto (the "Final Judgment") and other documents pursuant to which, among other things, we have been granted a first priority lien upon all of Company's trademarks, inventory and other intellectual property, as well as all proceeds of all of the foregoing (collectively the "Collateral"), as security for any and all indebtedness or obligations owing to us by the Company, all as more fully set forth in the Final Judgment. We understand that, pursuant to separate agreements between you and the Company, the Company has granted to you or seeks to grant you a lien on and security interest in some or all of the Collateral described above as security for certain loans or other financial accommodations made by you to the Company. Each of us has filed or may file financing statements under the Uniform Commercial Code covering our interests.

The purpose of this letter is to set forth, as between you and us, our understanding relative to our respective positions and rights in the Collateral. Notwithstanding any agreement or arrangement which you may now or hereafter have with the Company, or any rule of law (including without limitation the provisions of the Uniform Commercial Code), and notwithstanding the time, order or method of attachment, perfection, filing or recording of any documents, you hereby agree: (a) that any security interest, right, title, lien, claim or other interest which we may have in the Collateral is prior and superior to any security interest, right, title, lien, claim or other interest which you may have therein, and (b) that any security interest, right, title, lien, claim or other interest which you may have in the Collateral is subject and subordinate to any such security interest, right, title, lien, claim or other interest which we may have therein. In addition, so long as the Company may be indebted or obligated to us under the Final Judgment or otherwise, you agree and confirm that you will not exercise any right, assert any claim or interest, take any action, or institute any proceedings with respect to the Collateral.

You agree to execute any documents, releases or amendments which may be necessary to effect this result on any applicable records.

This Agreement is made and is to be performed under the laws of the State of Florida and shall be governed by and construed in accordance with said law. Each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action arising under this agreement or any transactions in connection herewith and each party hereby agrees and consents that that any such claim, demand, action or cause of action shall be decided by court trial without a jury. Each of the signatories to this Agreement expressly submits and consents to the jurisdiction of the state and Federal courts located in the County of Palm Beach, State of Florida, with respect to any controversy arising out of or relating to this Agreement, any amendment or supplement hereto, and any transactions in connection herewith. Unless the context of this agreement otherwise requires, all terms used herein which are defined in the Uniform Commercial Code shall have the same meanings therein stated.

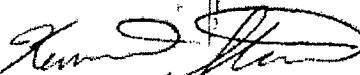
All notices required or permitted hereunder shall be in writing and shall be sent either (a) by hand, (b) by certified mail, return receipt requested, or (c) by recognized overnight courier service, addressed to the party at the address indicated underneath such party's signature below or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (i) the day of hand delivery, (ii) the fifth business day after the day it is deposited in the U.S. Mail, if sent by certified mail, return receipt requested, postage prepaid, or (iii) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery, in each case to the address as aforesaid.

This agreement is solely for the benefit of each of us, and our respective successors and assigns. No other person, firm, entity or corporation shall have any right, benefit, priority or interest under, or because of the existence of, this agreement.

If the foregoing is in accordance with your understanding, please sign and return to us the enclosed copy of this letter to so indicate. The Company, although not a party hereto, has signed below to indicate its confirmation of, and agreement with, the foregoing.

Very truly yours,


**BIO-ENGINEERED SUPPLEMENTS & NUTRITION,  
INC.**

By:   
Name: Kenneth Strick  
Title: General Counsel

[SIGNATURES CONTINUED ON NEXT PAGE]


**READ AND AGREED TO:**

**LAKE PARK TOWING SERVICES, INC.**

By:   
Name: Jason May  
Title: PRESIDENT

**CONFIRMED:**

**MUSCLE ELEMENTS INC., a Delaware corporation**

By:   
Name: Ed Tomko  
Title: CEO



**BIO-ENGINEERED SUPPLEMENTS & NUTRITION, INC.**  
5901 Broken Sound Parkway, Suite 600  
Boca Raton, Florida 33487

June 5, 2014

Lake Park Towing Services, Inc.  
c/o its Registered Agent, Jason May  
1320 S. Killian Dr  
Lake Park, Florida 33403

**Re: MUSCLE ELEMENTS INC., a Delaware corporation and its affiliates (the "Company")**

Gentlemen:

We have entered into a Consent Final Judgment dated May 8, 2014, in Case No. 502013CA013954XXXXMB, in the Circuit Court for the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County, Florida, together with any and all amendments or modifications thereto (the "Final Judgment") and other documents pursuant to which, among other things, we have been granted a first priority lien upon all of Company's trademarks, inventory and other intellectual property, as well as all proceeds of all of the foregoing (collectively the "Collateral"), as security for any and all indebtedness or obligations owing to us by the Company, all as more fully set forth in the Final Judgment. We understand that, pursuant to separate agreements between you and the Company, the Company has granted to you or seeks to grant you a lien on and security interest in some or all of the Collateral described above as security for certain loans or other financial accommodations made by you to the Company. Each of us has filed or may file financing statements under the Uniform Commercial Code covering our interests.

The purpose of this letter is to set forth, as between you and us, our understanding relative to our respective positions and rights in the Collateral. Notwithstanding any agreement or arrangement which you may now or hereafter have with the Company, or any rule of law (including without limitation the provisions of the Uniform Commercial Code), and notwithstanding the time, order or method of attachment, perfection, filing or recording of any documents, you hereby agree: (a) that any security interest, right, title, lien, claim or other interest which we may have in the Collateral is prior and superior to any security interest, right, title, lien, claim or other interest which you may have therein, and (b) that any security interest, right, title, lien, claim or other interest which you may have in the Collateral is subject and subordinate to any such security interest, right, title, lien, claim or other interest which we may have therein. In addition, so long as the Company may be indebted or obligated to us under the Final Judgment or otherwise, you agree and confirm that you will not exercise any right, assert any claim or interest, take any action, or institute any proceedings with respect to the Collateral.

You agree to execute any documents, releases or amendments which may be necessary to effect this result on any applicable records.

This Agreement is made and is to be performed under the laws of the State of Florida and shall be governed by and construed in accordance with said law. Each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action arising under this agreement or any transactions in connection herewith and each party hereby agrees and consents that that any such claim, demand, action or cause of action shall be decided by court trial without a jury. Each of the signatories to this Agreement expressly submits and consents to the jurisdiction of the state and Federal courts located in the County of Palm Beach, State of Florida, with respect to any controversy arising out of or relating to this Agreement, any amendment or supplement hereto, and any transactions in connection herewith. Unless the context of this agreement otherwise requires, all terms used herein which are defined in the Uniform Commercial Code shall have the same meanings therein stated.


All notices required or permitted hereunder shall be in writing and shall be sent either (a) by hand, (b) by certified mail, return receipt requested, or (c) by recognized overnight courier service, addressed to the party at the address indicated underneath such party's signature below or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (i) the day of hand delivery, (ii) the fifth business day after the day it is deposited in the U.S. Mail, if sent by certified mail, return receipt requested, postage prepaid, or (iii) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery, in each case to the address as aforesaid.

This agreement is solely for the benefit of each of us, and our respective successors and assigns. No other person, firm, entity or corporation shall have any right, benefit, priority or interest under, or because of the existence of, this agreement.

If the foregoing is in accordance with your understanding, please sign and return to us the enclosed copy of this letter to so indicate. The Company, although not a party hereto, has signed below to indicate its confirmation of, and agreement with, the foregoing.

Very truly yours,

**BIO-ENGINEERED SUPPLEMENTS & NUTRITION,  
INC.**

By:   
Name: Kenneth Strick  
Title: General Counsel

[SIGNATURES CONTINUED ON NEXT PAGE]

**READ AND AGREED TO:**

**LAKE PARK TOWING SERVICES, INC.**

By: [Signature]  
Name: JASON WAY  
Title: PRESIDENT

**CONFIRMED:**

**MUSCLE ELEMENTS INC., a Delaware corporation**

By: [Signature]  
Name: ERIK TOMKO  
Title: CEO

**BIO-ENGINEERED SUPPLEMENTS & NUTRITION, INC.**  
5901 Broken Sound Parkway, Suite 600  
Boca Raton, Florida 33487

June 5, 2014

Lake Park Towing Services, Inc.  
c/o its Registered Agent, Jason May  
1320 S. Killian Dr  
Lake Park, Florida 33403

Re: **MUSCLE ELEMENTS INC., a Delaware corporation and its affiliates (the  
"Company")**

---

Gentlemen:

We have entered into a Consent Final Judgment dated May 8, 2014, in Case No. 502013CA013954XXXXMB, in the Circuit Court for the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County, Florida, together with any and all amendments or modifications thereto (the "Final Judgment") and other documents pursuant to which, among other things, we have been granted a first priority lien upon all of Company's trademarks, inventory and other intellectual property, as well as all proceeds of all of the foregoing (collectively the "Collateral"), as security for any and all indebtedness or obligations owing to us by the Company, all as more fully set forth in the Final Judgment. We understand that, pursuant to separate agreements between you and the Company, the Company has granted to you or seeks to grant you a lien on and security interest in some or all of the Collateral described above as security for certain loans or other financial accommodations made by you to the Company. Each of us has filed or may file financing statements under the Uniform Commercial Code covering our interests.

The purpose of this letter is to set forth, as between you and us, our understanding relative to our respective positions and rights in the Collateral. Notwithstanding any agreement or arrangement which you may now or hereafter have with the Company, or any rule of law (including without limitation the provisions of the Uniform Commercial Code), and notwithstanding the time, order or method of attachment, perfection, filing or recording of any documents, you hereby agree: (a) that any security interest, right, title, lien, claim or other interest which we may have in the Collateral is prior and superior to any security interest, right, title, lien, claim or other interest which you may have therein, and (b) that any security interest, right, title, lien, claim or other interest which you may have in the Collateral is subject and subordinate to any such security interest, right, title, lien, claim or other interest which we may have therein. In addition, so long as the Company may be indebted or obligated to us under the Final Judgment or otherwise, you agree and confirm that you will not exercise any right, assert any claim or interest, take any action, or institute any proceedings with respect to the Collateral.

You agree to execute any documents, releases or amendments which may be necessary to effect this result on any applicable records.

This Agreement is made and is to be performed under the laws of the State of Florida and shall be governed by and construed in accordance with said law. Each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action arising under this agreement or any transactions in connection herewith and each party hereby agrees and consents that that any such claim, demand, action or cause of action shall be decided by court trial without a jury. Each of the signatories to this Agreement expressly submits and consents to the jurisdiction of the state and Federal courts located in the County of Palm Beach, State of Florida, with respect to any controversy arising out of or relating to this Agreement, any amendment or supplement hereto, and any transactions in connection herewith. Unless the context of this agreement otherwise requires, all terms used herein which are defined in the Uniform Commercial Code shall have the same meanings therein stated.


All notices required or permitted hereunder shall be in writing and shall be sent either (a) by hand, (b) by certified mail, return receipt requested, or (c) by recognized overnight courier service, addressed to the party at the address indicated underneath such party's signature below or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (i) the day of hand delivery, (ii) the fifth business day after the day it is deposited in the U.S. Mail, if sent by certified mail, return receipt requested, postage prepaid, or (iii) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery, in each case to the address as aforesaid.

This agreement is solely for the benefit of each of us, and our respective successors and assigns. No other person, firm, entity or corporation shall have any right, benefit, priority or interest under, or because of the existence of, this agreement.

If the foregoing is in accordance with your understanding, please sign and return to us the enclosed copy of this letter to so indicate. The Company, although not a party hereto, has signed below to indicate its confirmation of, and agreement with, the foregoing.

Very truly yours,

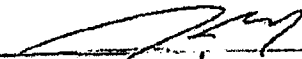
BIO-ENGINEERED SUPPLEMENTS & NUTRITION, INC.

By:   
Name: Kimberly Strick  
Title: General Counsel

[SIGNATURES CONTINUED ON NEXT PAGE]


**READ AND AGREED TO:**

**LAKE PARK TOWING SERVICES, INC.**

By:   
Name: JASON MAY  
Title: PRESIDENT

**CONFIRMED:**

**MUSCLE ELEMENTS INC., a Delaware corporation**

By:   
Name: EDX TOMKO  
Title: CEO