TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amerifit Nutrition, Inc.	Medical Foods, Inc.	01/13/2000	CORPORATION:

RECEIVING PARTY DATA

Name:	Optim Nutrition, Inc.
Street Address:	2401 South Foothill Drive
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84109
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2059098	NITEBITE

CH $40.00 2059098

CORRESPONDENCE DATA

Fax Number: (714)641-7274
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-545-0100 ex 3187
Email: mhmarshall@icnpharm.com
Correspondent Name: Matt Marshall
Address Line 1: 3300 Hyland Ave.
Address Line 2: Legal Dept.
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	2428US
NAME OF SUBMITTER:	Matt Marshall

Total Attachments: 3
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BILL OF SALE

For the sum of ten dollars ($10.00) and other good and valuable considerarion paid to Amerifit Nutrition, Inc., a corporation located in the State of Connecticut ("Seller"), the receipt and sufficiency of which are acknowledged, Seller sells, transfers, conveys and assigns to Optim Nutrition, Inc. ("Buyer") all right, title and interest in and to the intellectual property related to the NiteBite® product (the "Product", as more specifically described in the Asset Purchase Agreement executed by Seller and Buyer of even date herewith (the "Purchase Agreement")) developed by Seller, as described in the Purchase Agreement, as well as the other Transferred Assets listed and defined in the Purchase Agreement, free and clear of all liens, security interests, claims or other restrictions, limitations and encumbrances.

This Bill of Sale is in accordance with, and is subject to, all of the representations, warranties, covenants and exclusions set forth in the Purchase Agreement.

Seller shall, at Buyer's request, execute and deliver such further instruments of sale, assignment and transfer and take such further actions as Buyer may reasonably request in order to vest in Buyer and put Buyer in possession of the Product and Transferred Assets and assure to Buyer the benefits thereof.

In witness whereof, Seller has executed this Bill of Sale as of the date set forth below.

Amerifit Nutrition, Inc.	Optim Nutrition, Inc.
By: Peter J. Vitulli	By: Randy E. Olshen
Peter J. Vitulli, President and CEO	Randy E. Olshen, President
Date: 1/13/00	Date: 1/13/00

TRADEMARK ASSIGNMENT

For the sum of ten dollars ($10.00) and other good and valuable consideration paid to Amerifit Nutrition, Inc. ("Seller"), the receipt and sufficiency of which are acknowledged, Seller sells, transfers, conveys and assigns to Optim Nutrition, Inc. ("Buyer") all right, title and interest in and to the trademarks and any registrations and pending registrations therefor (the "Trademarks"), all as listed in Attachment 1 hereto, including all associated goodwill, together with the right to sue and recover for any past infringements of the Trademarks, and the right to file any domestic and foreign applications with respect to the Trademarks under any law, convention or treaty.

Seller further sells, assigns and transfers to Buyer any and all renewals, extensions and continuations of the Trademarks, secured or to be secured under the United States trademark law or any other trademark law (statutory or common law) now or hereafter in effect in the United States or any other countries or pursuant to any treaties or conventions.

Seller agrees to cooperate with Buyer, to execute and deliver such other documents, instruments of sale, assignment, transfer and recordation, files, books and records and to do all such further acts as Buyer may reasonably request to secure for Buyer, and its successors and assigns, the entire right, title and interest in and to the Trademarks.

In witness whereof, Seller has executed this Trademark Assignment as of the date set forth below.

Amerifit Nutrition, Inc.

By: _____
Peter J. Vitulli, President and CEO

1/13/00
Date

Optim Nutrition, Inc.

By: _____
Randy E. Olshen, President

1/13/00
Date

ATTACHMENT 1 TO TRADEMARK ASSIGNMENT

Federally Registered Trademark:
NiteBite®