

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SportPharma USA Inc.		11/05/2003	CORPORATION: NEVADA

RECEIVING PARTY DATA	
Name:	SportPharma Inc.
Street Address:	1781 W. County Road B Suite 200
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55113
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 9		
Property Type	Number	Word Mark
Registration Number:	2506878	SPORTPHARMA
Registration Number:	2241203	PEPTI-LEAN
Registration Number:	2261442	PYRUVEX
Registration Number:	2196415	JUST-WHEY
Registration Number:	1994011	VANADYL PH
Registration Number:	1861589	AMINO MAX 2000
Registration Number:	1987518	THERMADRENE
Registration Number:	2381616	THYROBURN
Serial Number:	78223101	NITROXIDE

CORRESPONDENCE DATA	
Fax Number:	(925)686-0403
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	dwardle@promaxbar.com
Correspondent Name:	SportPharma Inc.
Address Line 1:	1781 W. County Road B, Suite 200
Address Line 4:	St. Paul, MINNESOTA 55113

OP \$240.00 2506878

NAME OF SUBMITTER:

Darren Wardle

**Total Attachments: 7**

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

**ASSIGNORS:**

SPT USA, Inc. f/k/a SportPharma USA, Inc.  
a Nevada corporation,

By: Robert M Walls  
Robert M. Walls, President and Chief  
Executive Officer

Performance Nutrition Group, Inc.,  
a California corporation

By: Robert M Walls  
Robert M. Walls, President and Chief  
Executive Officer

**ASSIGNEE:**

SportPharma, Inc.  
a Delaware corporation

By: David McLaughlin  
Its: Treasurer

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## Schedule 1.1.4

Trademarks, Service Marks, Trade Names, Domain Names

<u>Trademark</u>	<u>Serial Number</u>	<u>Reg Number</u>	<u>Live/Dead</u>	<u>Comment</u>
<b>SportPharma</b>	76203363	2506878	Live	
<b>SportPharma USA</b>	74525106	1911037	Dead	
<b>Nitroxide</b>	78223101		Live	
<b>Pepti-Lean</b>	75310921	2241203	Live	
<b>Pyruvex</b>	75286860	2261442	Live	
<b>Just-Whey</b>	75209259	2196415	Live	
<b>Creatine HP</b>	75204683		Dead	
<b>Vanadyl pH</b>	74561343	1994011	Dead	renew
<b>Amino Max 2000</b>	74379902	1861589	Dead	renew
<b>Thermadrene</b>	74529235	1987518	Live	
<b>Slim Again</b>	76441331		Live	
<b>Methoxy-Maxx</b>	76129463		Dead	
<b>NutriPlex</b>	76080137		Dead	
<b>Cyclone</b>	75807303		Dead	
<b>Thyroburn</b>	75843365	2381616	Live	
<b>Actisyn</b>	75577884		Dead	
<b>Creavol ATP</b>	75416957	2224214	Live	
<b>Testostrogen</b>	75367569		Dead	
<b>Nutriforce</b>	75075417	2209421	Live	
<b>Multiguard</b>	75012928	2157210	Live	
<b>Muscle Maxx</b>	74379903	1857454	Dead	
<b>Super Absorbing Vanadyl pH</b>	74561366		Dead	
<b>U.S. Nutraceuticals</b>	74551962		Dead	
<b>Methoxy-Nitro</b>	76128911		Dead	
<b>Encore-V</b>	76119797		Dead	
<b>Therm-X-Treme</b>	75743832		Dead	
<b>Thyroslim</b>	75813046		Dead	
<b>Ribotene</b>	75807313		Dead	
<b>Actigen</b>	75724649		Dead	
<b>Acticell</b>	75724648		Dead	
<b>Actipro</b>	75724647		Dead	
<b>Actiplex</b>	75724646		Dead	
<b>Active Protein</b>	75698624		Dead	
<b>Active Protein Synthesizer</b>	75646807	2374049	Live	
<b>Actifuel</b>	75602892		Dead	
<b>Actiguard</b>	75602891		Dead	
<b>Actipro</b>	75602890		Dead	
<b>Acti-Tech</b>	75602889		Dead	
<b>Actimax</b>	75602888		Dead	
<b>Actigen</b>	75602887		Dead	

<b>Trademark</b>	<b>Serial Number</b>	<b>Reg Number</b>	<b>Live/Dead</b>
Actiplus	75602886		Dead
Actilean	75602884		Dead
Actigain	75602883		Dead
Opti-Myosyn	75533799		Dead
Acti-Myosyn	75533628		Dead
Promyosyn	75501640		Dead
Ultra Myosyn	75501534		Dead
Myosyn	75496607		Dead
ATP Direct	75434284		Dead
Whey Better Value	75380751		Dead
Sport Bites	75329172		Dead
Power Shot	75329168		Dead
Slim Phen	75329167		Dead
Everything Changes D-28	75310923		Dead
Fast Break	75286887		Dead
Pyrumax	7528659		Dead
Test Active	75204682		Dead
Muslgen	75204676		Dead
Cytoforce	75204675		Dead
<b>Use Your Head to Build Your Body</b>	<b>75183151</b>	<b>2099459</b>	<b>Live</b>
Myomaxx	75074300		Dead
VMaxx	75072901		Dead
<b>Fast Food for Your Muscles</b>	<b>75067621</b>	<b>2184485</b>	<b>Live</b>
Performmaxx	75012931		Dead
GH-1	75012930		Dead
Performmaxx	75012929		Dead
XLR8	74712564		Dead
Foresight	74710785		Dead
SP	74608148		Dead
Betagen	74406050		Dead
Trianabol	74379905		Dead

**Domain Name:**

**[www.sportpharma.com](http://www.sportpharma.com)**

**Toll free number :**

**1-800-654-4246**

## **Bill of Sale and Assignment**

**WHEREAS**, SPT USA, Inc., a Nevada corporation f/k/a/ SportPharma USA, Inc. ("Seller"), is engaged in the business of, among other things, manufacturing and marketing a line of nutritional supplements under the trademark of "SportPharma®" (the "Business");

**WHEREAS**, SportPharma, Inc., a Delaware corporation ("Buyer"), Seller and Performance Nutrition Group, Inc., a California corporation, have entered into an Asset Purchase Agreement dated November 5, 2003 (the "Asset Purchase Agreement"); and

**WHEREAS**, the Asset Purchase Agreement provides that Buyer is to acquire certain assets and rights of Seller used in connection with the Business.

**NOW, THEREFORE**, in consideration of the transactions as described in the Asset Purchase Agreement, and other good and valuable consideration, the receipt, sufficiency and mutuality of which are hereby acknowledged, Seller hereby sells, transfers, conveys and assigns to Buyer the following assets and rights owned by Seller and/or used in connection with the Business (collectively, the "Purchased Assets"):

1. All finished goods inventory and certain raw materials inventory of Seller for the specific products identified on Schedule 1.1.1 to the Asset Purchase Agreement;
2. The non-exclusive use of the customer list of Seller for the Products, as described on Schedule 1.1.2 to the Asset Purchase Agreement, it being understood that Seller and/or its affiliates may use the Customers for the marketing and sale of product other than the Products;
3. All formulae for the Products, as described on Schedule 1.1.3 to the Asset Purchase Agreement;
4. All trademarks, service marks, trade names, trade secrets, know-how, goodwill, domain names and other proprietary rights and general intangibles of Seller relating to the Products, including, without limitation, those trademarks, servicemarks, trade names, and domain names described on Schedule 1.1.4 to the Asset Purchase Agreement, and all common law rights, designs, logos and trade dress associated therewith; and
5. All marketing materials, websites (including all content), telephone numbers, and facsimile numbers of Seller used in connection with the marketing, promotion, distribution and/or sale of Products.

Seller warrants and covenants that Seller is the owner of the Purchased Assets, that the Purchased Assets are free from all encumbrances, that Seller has the right to sell and convey the Purchased Assets to Buyer and that all the Purchased Assets are hereby conveyed to Buyer free and clear of all mortgages, liens, security interests and other encumbrances. Seller hereby warrants to defend the sale to Buyer of the Purchased Assets against any and all persons who

claim title to any or all of the Purchased Assets. This Bill of Sale shall bind Seller and benefit Buyer and its successors and assigns.

All capitalized terms not defined herein shall have the meanings forth in the Asset Purchase Agreement to which this Bill of Sale and Assignment relates.

**IN WITNESS WHEREOF**, the undersigned has executed this Bill of Sale and Assignment effective as of the 5<sup>th</sup> day of November 2003.

**SELLER:**

SPT USA, Inc. f/k/a SportPharma USA, Inc.

By: Robert M. Wall  
Its: President & CEO

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## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (“Agreement”) is entered into as of November 5, 2003 between SportPharma, Inc., a Delaware corporation (“Assignee”), SPT USA, Inc., a Nevada corporation f/k/a SportPharma USA, Inc., and Performance Nutrition Group, Inc., a California corporation (collectively, “Assignors”).

**WHEREAS**, Assignors own all rights, title and interest and goodwill in and to the trademarks attached hereto as Exhibit A (hereinafter the “Marks”); and

**WHEREAS**, Assignee and Assignors have entered an Asset Purchase Agreement (“Purchase Agreement”) and in connection therewith, Assignee desires to acquire Assignors’ entire right, title and interest and goodwill in the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Pursuant to the terms of the Purchase Agreement, Assignors hereby assign to Assignee all right, title, and interest and goodwill worldwide in and to the Marks throughout the world, including without limitation all right, title, and interest in and to all common law rights and related goodwill in and to the Marks and any other registration or applications filed, together with the goodwill associated therewith; all rights of priority therein in any jurisdiction of the world as may now or hereafter be granted to it by law, treaty, or other international convention; and all rights, interests, claims, and demands recoverable in law or in equity that it has or may have in profits and damages for past, present, and future infringements.

2. Assignors agree not to use, register, or attempt to register, in the United States or in any other country, any trademark, service mark, domain name, trade name or company name identical to or confusingly similar with the Marks. Assignors further agree not to contest or challenge, in the United States or any other country or jurisdiction worldwide, Assignee’s use, registration, or application for registration of the Marks.

3. Assignors agree to execute such other instruments and take such other actions without any obligation to incur expenses, as Assignee may reasonably request to confirm or perfect the assignment of all rights, title, and interest worldwide in and to the Marks.

4. Assignors represent and warrant that they have full power to enter into and perform this Agreement, that they have not granted any person or entity any interest in the Marks and that there is no pending litigation or dispute in any jurisdiction concerning the use, validity, or ownership of the Marks. Assignors acknowledge that it remains responsible for any and all liabilities, known and unknown, arising out of or related to its use, ownership, or administration of the Marks and that no preexisting liabilities are transferred to or assumed by Assignee.

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

**ASSIGNORS:**

SPT USA, Inc. f/k/a SportPharma USA, Inc.  
a Nevada corporation,

By: Robert M. Walls  
Robert M. Walls, President and Chief  
Executive Officer

Performance Nutrition Group, Inc.,  
a California corporation

By: Robert M. Walls  
Robert M. Walls, President and Chief  
Executive Officer

**ASSIGNEE:**

SportPharma, Inc.  
a Delaware corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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