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To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-17-03
 SPT USA, Inc., a Nevada Corporation
 f/k/a Sport Pharma, USA, Inc. and
 Performance Nutrition Group, Inc., a
 California corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: *

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 SPORTPHARMA, INC.
 1751 West County Road B, Suite 200
 St. Paul, MN 55113

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

OFFICE OF PUBLIC RECORDS
2003 NOV 17 AM 11:22
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: *

Execution Date: November 5, 2003

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No NA
 (designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No. (s): _____
See "Schedule A" attached

B. Trademark Registration No. (s): _____
See "Schedule A" attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Michael T. Olsen, Esq.
 WINTHROP & WEINSTINE, P.A.
 225 South Sixth Street, Suite 3500
 Minneapolis, MN 55402

6. Total number of applications and registrations involved: 14

7. Total Fee (37 CFR 3.41). . . . \$365.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number:
502789

11/19/2003 LMUELLER 00000062 502789 76203363
 01 FC:8521 40.00 DA
 02 FC:8522 325.00 DA

DO NOT USE THIS SPACE

7. Signature.
Michael T. Olsen, Esq.  11/13/03
 Name of Person Signing (Signature) Date

Total number of pages including cover sheet, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

SCHEDULE A

TO TRADEMARK RECORDATION FORM COVER SHEET

<u>Trademark</u>	<u>Serial Number</u>	<u>Reg Number</u>
SportPharma	76203363	2506878
Nitroxide	78223101	
Pepti-Lean	75310921	2241203
Pyruvex	75286860	2261442
Just-Whey	75209259	2196415
Thermadrene	74529235	1987518
Slim Again	76441331	
Thyroburn	75843365	2381616
Creavol ATP	75416957	2224214
Nutriforce	75075417	2209421
Multiguard	75012928	2157210
Active Protein Synthesizer	75646807	2374049
Use Your Head to Build Your Body	75183151	2099459
Fast Food for Your Muscles	75067621	2184485

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: [Signature]
Its: Treasurer

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EXHIBIT A TO TRADEMARK ASSIGNMENT

Trademark	Serial Number	Reg Number	Status
SportPharma	76203363	2506878	Live
SportPharma USA	74525106	1911037	Dead
Nitroxide	78223101		Live
Pepti-Lean	75310921	2241203	Live
Pyruvex	75286860	2261442	Live
Just-Whey	75209259	2196415	Live
Creatine HP	75204683		Dead
Vanadyl pH	74561343	1994011	Dead
Amino Max 2000	74379902	1861589	Dead
Thermadrene	74529235	1987518	Live
Slim Again	76441331		Live
Methoxy-Maxx	76129463		Dead
NutriPlex	76080137		Dead
Cyclone	75807303		Dead
Thyroburn	75843365	2381616	Live
Actisyn	75577884		Dead
Creavol ATP	75416957	2224214	Live
Testostrogen	75367569		Dead
Nutriforce	75075417	2209421	Live
Multiguard	75012928	2157210	Live
Muscle Maxx	74379903	1857454	Dead
Super Absorbing Vanadyl pH	74561366		Dead

<u>Trademark</u>	<u>Serial Number</u>	<u>Reg Number</u>	<u>Status</u>
U.S. Nutraceuticals	74551962		Dead
Methoxy-Nitro	76128911		Dead
Encore-V	76119797		Dead
Therm-X-Treme	75743832		Dead
Thyroslim	75813046		Dead
Ribotene	75807313		Dead
Actigen	75724649		Dead
Acticell	75724648		Dead
Actipro	75724647		Dead
Actiplex	75724646		Dead
Active Protein	75698624		Dead
Active Protein Synthesizer	75646807	2374049	Live
Actifuel	75602892		Dead
Actiguard	75602891		Dead
Actipro	75602890		Dead
Acti-Tech	75602889		Dead
Actimax	75602888		Dead
Actigen	75602887		Dead
Actiplus	75602886		Dead
Actilean	75602884		Dead
Actigain	75602883		Dead
Opti-Myosyn	75533799		Dead
Acti-Myosyn	75533628		Dead

<u>Trademark</u>	<u>Serial Number</u>	<u>Reg Number</u>	<u>Status</u>
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	75286859		Dead
Test Active	75204682		Dead
Muslgen	75204676		Dead
Cytoforce	75204675		Dead
Use Your Head to Build Your Body	75183151	2099459	Live
Myomaxx	75074300		Dead
VMaxx	75072901		Dead
Fast Food for Your Muscles	75067621	2184485	Live
Performmaxx	75012931		Dead
GH-1	75012930		Dead
Performmaxx	75012929		Dead
XLR8	74712564		Dead
Foresight	74710785		Dead

Trademark	Serial Number	Reg Number	Status
SP	74608148		Dead
Betagen	74406050		Dead
Trianabol	74379905		Dead

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