

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the conveying party and entity status of receiving party previously recorded on Reel 002763 Frame 0458. Assignor(s) hereby confirms the New assignment.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SPT USA, Inc. f/k/a Sport Pharma, USA, Inc.		11/05/2003	CORPORATION: NEVADA
Performance Nutrition Group, Inc.		11/05/2003	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	SportPharma, Inc.
<b>Street Address:</b>	1781 W. County Road B
<b>Internal Address:</b>	Suite 200
<b>City:</b>	St. Paul
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55113
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2241203	PEPTI-LEAN
Registration Number:	2261442	PYRUVEX
Registration Number:	2196415	JUST-WHEY
Registration Number:	1987518	THERMADRENE
Registration Number:	2506878	SPORTPHARMA
Registration Number:	2381616	THYROBURN

**CORRESPONDENCE DATA**

Fax Number: (612)604-6818  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (612) 604-6718

OP \$165.00 2241203

Email: molsen@winthrop.com  
Correspondent Name: Michael T. Olsen  
Address Line 1: 225 South Sixth Street  
Address Line 2: Suite 3500  
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Michael T.Olsen
Signature:	/MTO/
Date:	08/10/2005

**Total Attachments: 9**

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<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SportPharma USA Inc.		11/05/2003	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SportPharma Inc.		
<b>Street Address:</b>	1781 W. County Road B Suite 200		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55113		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2506878	SPORTPHARMA	
Registration Number:	2241203	PEPTI-LEAN	
Registration Number:	2281442	PYRUVEX	
Registration Number:	2198416	JUST-WHEY	
Registration Number:	1994011	VANADYL PH	
Registration Number:	1861589	AMINO MAX 2000	
Registration Number:	1987518	THERMADRENE	
Registration Number:	2381816	THYROBURN	
Serial Number:	78223101	NITROXIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(925)686-0403		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	dwardle@promaxbar.com		
<b>Correspondent Name:</b>	SportPharma Inc.		
<b>Address Line 1:</b>	1781 W. County Road B, Suite 200		
<b>Address Line 4:</b>	St. Paul, MINNESOTA 55113		

OP \$240.00 2506878

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**TRADEMARK**  
 REEL: 002763 FRAME: 0458  
**TRADEMARK**

REEL: 003138 FRAME: 0705

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. d/b/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>
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	renew
Amino Max 2000	74379902	1861589	Dead	renew
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.S. Nutraceuticals	74551962		Dead	
Methoxy-Nitro	76128911		Dead	
Encore-V	76119797		Dead	
Therm-X-Treme	75743832		Dead	
Thyroslim	75813046		Dead	
Ribotone	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	

<u>Trademark</u>	<u>Serial Number</u>	<u>Reg Number</u>	<u>Live/Dead</u>
Actiplus	75602886		Dead
Actilcan	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
Musigen	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
Performaxx	75012929		Dead
XLR8	74712564		Dead
Foresight	74710785		Dead
SP	74608148		Dead
Betagen	74406050		Dead
Trienabol	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. *t/k/a* SportPharma USA, Inc.

By Robert M. Waller  
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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