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05-28-2008



RECO.  
TR

103505336

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Optimal Results, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Connecticut
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) May 14, 2008

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: IA Nutrition, Inc.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 5607 Deauville Court

City: Cape Coral

State: Florida

Country: USA                              Zip: 33904

- Association    Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship Florida
- Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2.236.726

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Roger A. Gilcrest, Esq.

Internal Address: Schottenstein, Zox & Dunn Co., L.P.A.

Street Address: 250 West Street

City: Columbus

State: Ohio                              Zip: 43215-2538

Phone Number: (614) 462-1055

Fax Number: (614) 222-3437

Email Address: rgilcrest@szz.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card    Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 05 27 2888 83796 0000092 503259 2236726

Authorized Signature Roger A. Gilcrest

**9. Signature:**

Signature

May 23, 2008

Date

Roger A. Gilcrest

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

Assignor: OPTIMAL RESULTS, INC.  
Assignee: LA NUTRITION, INC.  
Subject: OPTIMAL RESULTS

OPTIMAL RESULTS, INC., a Connecticut corporation (hereafter "ASSIGNOR"), having its principal office and place of business at 126 Golf Terrace Drive, Hampstead, North Carolina 28443, is the sole and exclusive owner of the following trademark in any form or stylization, and the goodwill of the business symbolized thereby, and the following federal registration (hereafter the "MARK"):

Mark	Registration Number	Goods/Services
<b>OPTIMAL RESULTS</b>	7,236,726	Nutritional supplements in International Class 5  Health club services; physical fitness training services, and educational services, namely, conducting private classes and programs in the fields of diet and nutrition in International Class 41

LA NUTRITION, INC., a Florida Corporation (hereafter "ASSIGNEE"), having its principal office and place of business at 5607 Deauville Court, Cape Coral, Florida 33904, is desirous of acquiring all right, title and interest in the MARK and the subject federal registration.

Now, therefore, to all whom it may concern, be it known that for good and valuable consideration, the receipt thereof which is hereby acknowledged, the said ASSIGNOR has sold,

assigned, transferred and set over, and does hereby sell, assign, transfer and set over to the ASSIGNEE the aforementioned MARK, together with the goodwill of the business symbolized by said MARK, and the subject federal registration, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said ASSIGNOR if this assignment and sale had not been made.

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#5,622 cc  
12/2/20

ASSIGNOR agrees that it will, by its officers, employees, legal representatives or other persons duly authorized, communicate to ASSIGNEE or the representatives thereof any facts known to it respecting said MARK, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful claims, and generally do all other and further lawful acts, deemed necessary or expedient by said ASSIGNEE or by counsel for ASSIGNEE, to assist or enable said ASSIGNEE to obtain and enforce full benefits of ownership of said MARK and from the rights and interests herein assigned. ASSIGNOR additionally agrees to execute copies of this assignment or portions thereof regarding the aforementioned MARK, as required by ASSIGNEE in the future.

ASSIGNOR of the aforesaid MARK hereby agrees to waive all rights and privileges to attack the registration of the aforesaid MARK which ASSIGNOR has assigned as against anyone claiming a right under the aforementioned MARK under ASSIGNOR's assignment or grant.

ASSIGNOR warrants that it is the sole and exclusive owner of the MARK listed within this assignment, and that the MARK is free of all liens, security interests, claims or other encumbrances except where specifically noted.

ASSIGNOR warrants that no license has been granted in and to the MARK.

In Testimony Whereof, ASSIGNOR has caused these presents to be signed by its officer thereto duly authorized, and its corporate seal to be affixed hereto

Date 5-14-08

OPTIMAL RESULTS, INC.

By: [Signature]

Title: President

Attest:

[Signature]

STATE OF CT

COUNTY OF New Haven

)  
) ss: Orange, CT  
)

On this 14th day of May, 2008, before me personally appeared Charles Rowland, to me known, who being duly sworn, did depose and say that he/she is President of OPTIMAL RESULTS, INC., and that he/she executed the above assignment on behalf of said company with authority to do so.

[Signature]  
Notary Public

My Commission Expires 05/11/11