

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Supplement Synergy, Inc.		09/29/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	TOPSPIN-IDS ACQUISITION, LLC		
Street Address:	5707 Dot Com Court		
Internal Address:	Suite 1079		
City:	Oviedo		
State/Country:	FLORIDA		
Postal Code:	32765-3401		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3559708	BETA NOX	
CORRESPONDENCE DATA			
Fax Number:	(407)926-7720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	407-926-7706		
Email:	ldavis@iplawfl.com		
Correspondent Name:	Robert L. Wolter		
Address Line 1:	390 N. Orange Avenue		
Address Line 2:	Suite 2500		
Address Line 4:	Orlando, FLORIDA 32801		
ATTORNEY DOCKET NUMBER:	11009-023		
NAME OF SUBMITTER:	Robert L. Wolter		
Signature:	/Robert L. Wolter/		

OP \$40.00 3559708

Date:

04/16/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of the 29th day of September, 2008 (the "Effective Date"), is by and between Supplement Synergy, Inc., a Florida corporation (the "Assignor"), and Topspin-IDS Acquisition, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used without definition in this Assignment shall have the respective meanings set forth in that certain Asset Purchase Agreement, dated as of September 29, 2008, among Assignor, Assignee, Nicol Len Worrell and Joseph Savas (the "Asset Purchase Agreement").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks shown in Schedule A hereto, including all applications, registrations and common law rights relating thereto (collectively, the "Marks"), which Marks have been adopted and used by Assignor in connection with the Business; and

WHEREAS, Assignee has acquired certain of the assets of Assignor pursuant to the terms and conditions of the Asset Purchase Agreement, including the appurtenant goodwill of the Business symbolized by the Marks, and is desirous of ensuring that it acquires the entire right, title and interest in and to the Marks.

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

1. Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever as of the Effective Date, all right, title and interest, registered or unregistered, whether statutory or at common law, in and to the Marks, together with the goodwill of the Business symbolized by the Marks throughout the world, and all registrations and pending applications therefor, if any, in the United States of America, its territories and possessions, and any other country, worldwide, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
2. Assignor agrees to execute further papers and to do such other acts as may be reasonably necessary and proper to vest full title in and to the Marks in Assignee.
3. This Assignment shall be governed and construed in accordance with the laws of the State of New York without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of New York.
4. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed controlling.
5. This Assignment may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.

(signature page follows)

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR:

SUPPLEMENT SYNERGY, INC.

By: Joseph A. Gaur
Name: JOSEPH A. GAUR
Title: PRESIDENT

ASSIGNEE:

TOPSPIN-IDS ACQUISITION, LLC

By: Topspin-IDS Holdings, Inc., its managing member

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss:
County of _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2008, by _____, the duly elected and acting _____ of Supplement Synergy, Inc., a Florida corporation, on behalf of the corporation.

Notary Public

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR:

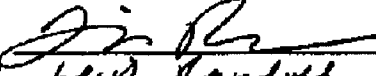
SUPPLEMENT SYNERGY, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

TOPSPIN-IDS ACQUISITION, LLC

By: Topspin-IDS Holdings, Inc., its managing member

By: 
Name: Leigh Randall
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss:
County of _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2008, by _____, the duly elected and acting _____ of Supplement Synergy, Inc., a Florida corporation, on behalf of the corporation.

Notary Public

[Signature Page to Trademark Assignment Agreement]

**Schedule A
MARKS**

United States

Mark	Serial No.	Registration No.	Country	Notes
RACER	76379699	2680555	USA	---
CREATINE TITRATE	76529422	N/A	USA	Abandoned
MASS TABS	77016632	3300733	USA	---
V-50	77016635	3271275	USA	---
LIPO TABS	77028831	N/A	USA	Abandoned
LIPO X	77028832	N/A	USA	Abandoned
RIPPED TABS	77028835	3454384	USA	---
MACRO MEAL	77115731	N/A	USA	Pending
SOSTONOL 250	77115733	N/A	USA	Abandoned
WAXIMAIZE	77156140	3489599	USA	---
LEAN UP	77156152	N/A	USA	Abandoned
IDS & Design	77156309	3387944	USA	---
BETA NOX	77318767	N/A	USA	Pending
BETA EXPLOSION	77324788	N/A	USA	Pending
BETA EXPLODE	77324820	N/A	USA	Abandoned
BETA EXPLOAD	77324838	N/A	USA	Abandoned
NITROZENE	78704074	N/A	USA	Abandoned
NEW WHEY	78772150	N/A	USA	Abandoned
NEW-WHEY	77254893	3448249	USA	---
OXODROL	78773087	3162708	USA	---
MICROMEAL	78878728	N/A	USA	Pending

International

Mark	No.	Country
IDS Logo	829361472	Brazil
IDS Logo	6342133	CTM (Europe)
IDS Logo	888215	Mexico
IDS Logo	2007730957	Russia
IDS Logo	1366369	Canada
IDS Logo	2008-1281	Korea
IDS Logo	2006-12625	Korea (Opposition)
IDS Logo	3308	Lebanon
IDS Logo	97483	Kuwait
NEW-WHEY	829361464	Brazil
NEW-WHEY	1381166	Canada
NEW-WHEY	6639165	CTM (Europe)
NEW-WHEY	913078	Mexico
NEW-WHEY	2008702120	Russia
NEW-WHEY	2008-6158	Korea
NEW-WHEY	3310	Lebanon
NEW-WHEY	97484	Kuwait
MICROMEAL	1387868	Canada
MICROMEAL	9232232	Mexico
MICROMEAL	2008-0013418	Korea
MICROMEAL	6768337	CTM (Europe) - Priority
MICROMEAL	6895577	CTM (Europe)
MICROMEAL	2008708430	Russia
MICROMEAL	829693068	Brazil
MICROMEAL	3311	Lebanon
MICROMEAL	97482	Kuwait