

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 Trademark Holdings Ltd.		08/04/2004	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	1607765 Ontario Limited
Street Address:	5100 SPECTRUM WAY
City:	Mississauga, Ontario
State/Country:	CANADA
Postal Code:	L4W 5S2
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3031492	MUSCLETECH RESEARCH AND DEVELOPMENT

**CORRESPONDENCE DATA**

Fax Number: (212)425-5288  
 Phone: 212-425-7200  
 Email: tmdocketny@kenyon.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Howard J. Shire, Esq.  
 Address Line 1: One Broadway  
 Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	99999/200540
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**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:

CH \$40.00 3031492

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

HOWARD J. SHIRE, ESQ.

Signature:

/HOWARD J. SHIRE/

Date:

12/16/2011

**Total Attachments: 7**

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## BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Agreement") is made and delivered as of 3:00pm, August 4, 2004, by and between 1599819 ONTARIO LIMITED, an Ontario corporation ("Assignor"), and 1607765 ONTARIO LIMITED, an Ontario corporation ("Assignee").

Assignor, in consideration for the issuance by the Assignee to the Assignor of 900 Class C Common Shares in the capital stock of the Assignee having a value equal to the fair market value of the Acquired Assets (as hereinafter defined) on January 1, 2004, and other good and valuable consideration to it, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, hereby sells, bargains, conveys, grants, transfers, assigns, delivers and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the assets set forth on Exhibit "A" hereto (the "Acquired Assets"), relating solely to Assignor's Muscletech Trademark.

TO HAVE AND TO HOLD the Acquired Assets unto Assignee, its successors and assigns, to and for its use forever and Assignor does hereby covenant and agree that it will, at any time and from time to time if requested by Assignee or its successors or assigns, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, to Assignee or its successors or assigns, as the case may be, all such further acts, transfers, assignments, deeds, powers and assurances of title, and additional papers and instruments, as may be proper or necessary or advisable for better assuring, conveying, transferring and assigning all the Acquired Assets, and effectively to carry out the intent hereof, and to vest in Assignee the entire right, title and interest of Assignor in and to all of the Acquired Assets, and Assignor will warrant and defend the same to Assignee and its successors and assigns against all claims and demands whatsoever.

Assignor and Assignee shall jointly elect in prescribed form and within the prescribed time under subsection 85(1) of the *Income Tax Act* (Canada) that the amount that shall be deemed to be Assignor's proceeds of disposition and Assignee's cost of the Acquired Assets (in respect of which such election is made) shall be \$1.

Assignor represents that it is the legal and beneficial owner of each of the Acquired Assets and has good and marketable title thereto, free and clear of any liens and encumbrances whatsoever; and that Assignor has the full right, power and authority to sell, assign and transfer the Acquired Assets without the necessity of obtaining the consent or permission of any third party (except such consents as have been or are being obtained).

Assignor shall indemnify, defend and hold harmless Assignee from and against all third party costs, claims, suits, expenses (including reasonable attorneys' fees) and damages arising out of or resulting from the breach by Assignor of any representation or warranty contained herein. Except for the foregoing, the transfer and assignment hereunder is made on an "as is" basis, without representation or warranty of any type or nature whatsoever.

Assignee shall not assume any liabilities or obligations of Assignor.

This Agreement is the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, arrangements, and understandings, whether oral or written, regarding the subject matter hereof. This Agreement may be amended only by a written instrument signed on behalf of the parties by their duly authorized representatives.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns.

This Agreement shall be construed under the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to principles of conflicts of laws.

No failure or delay on the part of a party in exercising any right hereunder shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right shall be deemed a waiver of any other right hereunder.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed and delivered on the day and year first above written.

ASSIGNOR:

1599819 ONTARIO LIMITED

By: 

Name: Terry Begley

Title: General Manager

ASSIGNEE:

1607765 ONTARIO LIMITED

By: 

Name: Terry Begley

Title: General Manager

EXHIBIT "A"

1607765 ONTARIO LIMITED

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Appl. No. Appl. Date	Reg. No. Reg. Date	Class	Status
United States of America	MUSCLETECH	75/245251 21 Feb 1997	2180130 11 Aug 1998	5	REGISTERED
United States of America	MUSCLETECH RESEARCH AND DEVELOPMENT & Design	78/387343 19 Mar 2004		18	PENDING
United States of America	MUSCLETECH RESEARCH AND DEVELOPMENT & Design	78/386740 18 Mar 2004		25	PENDING
United States of America	MUSCLETECH RESEARCH AND DEVELOPMENT (STYLIZED OR WITH DESIGN)	78/274054 14 Jul 2003		5	PENDING
United States of America	MUSCLETECH.COM	78/337752 08 Dec 2003		42	PENDING
United States of America	MUSCELTECH RESEARCH AND DEVELOPMENT and Design	78/386835 18 Mar 2004		21	PENDING

TRADENAME

Muscletech and any simulation, derivation or variation thereof.

TRADE DRESS

Country	Mark	Appl. No. Appl. Date	Reg. No. Reg. Date	Class	Status
United States of America	DESIGN (COMPRISING OF A RECTANGULAR, SMOOTHLY BLENDED GRADATION OF +	76/391362 05 Apr 2002		5	PENDING

DOMAIN NAMES

muscletech.com

muscletech.org

muscletechinstitute.com

muscletechresearch.com

muscletechr-and-d-inc.com

muscletechdiscount.com

muscletechrandd.com

muscletechrd.com  
musletech.com  
mymusletech.com  
musletechonline.com  
musletechresearchinstitute.com  
teammusletech.com  
musletechdirect.com  
musletechchallenge.com  
musletechtransformation.com  
musletech.info  
musletechsupplements.net  
musletechsupplements.org  
musletech.us  
emusletech.com  
musletech.biz  
muscle-tech.biz  
muscle-tech.info  
musletechdiscount.com  
musletechoutlet.com  
musletech-discount-supplements.com  
musletechdiscountsupplements.com  
eas-celltech-xenadrine-musletech.com  
shopmusletech.com  
1-buy-musletech.com  
order-musletech-online.com  
musletech\_store.com  
1-shop-musletech.com  
wearmusletech.com  
teammusletechwear.com  
team-musletech-wear.com  
team-musletech-gear.com  
teammusletechgear.com  
musletech-gear.com

muscletechgear.com  
muscletechapparel.com  
muscletech-apparel.com  
muscletechclothing.com  
muscletech-clothing.com  
muscletechs.net  
muscletech.net  
supplementsthatwork.net  
supplementsthatwork.com  
supplementsthatwork.org  
muscletechdistributor.com  
muscletechdistributors.com  
musclemeals.com  
1-muscletech.com  
supplementsthatwork.biz  
supplementsthatwork.info  
muscletech-challenge.com  
muscletech-challenge.net  
muscletech-challenge.org  
muscletech-challenge.info

All other United States (1) trademarks, whether registered or unregistered, and all applications therefor, (2) trade names, (3) trade dress, and (4) domain names, in each case, either: (A) substantially similar to one or more of the trademarks, trade names, trade dress and domain names listed above or (B) utilizing the name "Muscletech". To the extent that any of the above referenced trademark applications have been filed pursuant to 15 U.S.C. Section 1051(b), the business of Assignor, or portion thereof, to which the mark pertains.



**GOODWILL**

Any goodwill of Assignor's business which is connected with the use of and symbolized by the foregoing trademarks, trade names, trade dress and domain names.