

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northern Innovations Holding Corp		01/20/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Bodybuilding.com		
Street Address:	5777 N. Meeker Ave		
City:	Boise		
State/Country:	IDAHO		
Postal Code:	83713		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3801165	INCINERATE	
CORRESPONDENCE DATA			
Fax Number:	2082466363		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	208-489-6004		
Email:	legal@bodybuilding.com		
Correspondent Name:	Bill Carter		
Address Line 1:	5777 N. Meeker Ave		
Address Line 4:	Boise, IDAHO 83713		
NAME OF SUBMITTER:	Bill Carter		
SIGNATURE:	/bill carter/		
DATE SIGNED:	08/28/2014		
Total Attachments: 3			
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OP \$40.00 3801165

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated this 20th day of January, 2014, is made by and between Northern Innovations Holding Corp. ("**Assignor**"), an Ontario corporation, located at 381 North Service Road West, Oakville, Ontario, Canada and Bodybuilding.com, LLC ("**Assignee**"), a Delaware limited liability company, located at 2026 S. Silverstone Way, Meridian, Idaho 83642.

WHEREAS, Assignor owns the trademark INCINERATE, U.S. Registration No. 3,801,165 ("Assigned Trademark");

WHEREAS, Assignee wishes to acquire the right, title and interest of Assigned Trademark;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in the Assigned Trademark.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registrations and applications listed on Schedule 1 hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

(b) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor

is in full compliance with all legal requirements applicable to the Assigned Trademark and Assignor's ownership and use thereof.

4. General.

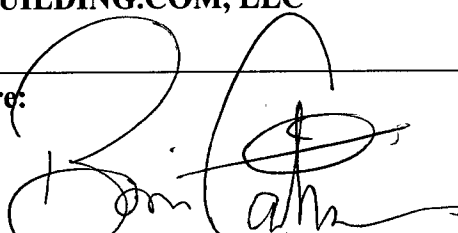
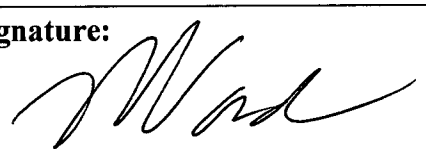
(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule.

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

BODYBUILDING.COM, LLC	NORTHERN INNOVATIONS HOLDING CORP.
Signature: 	Signature: 
Printed Name: <i>Bill Carter</i>	Printed Name: Norman Vanderee
Title: <i>General Counsel</i>	Title: Chief Financial Officer

Schedule 1

ASSIGNED TRADEMARK

INCINERATE
UNITED STATES TRADEMARK REGISTRATION NO. 3,801,165