

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ULTIMATE NUTRITION, INC.		06/25/2009	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	TD BANK, N.A.
Street Address:	102 WEST MAIN STREET
City:	NEW BRITAIN
State/Country:	CONNECTICUT
Postal Code:	06050
Entity Type:	BANK: CONNECTICUT

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	3160199	V-POWER
Registration Number:	3094261	B-POWER
Registration Number:	3202672	ISOCOOL
Registration Number:	1541169	ULTIMATE NUTRITION
Registration Number:	3290350	HORSE POWER
Registration Number:	1938883	GLUTAMAX
Registration Number:	2324171	MAXIMUM MSM
Registration Number:	2328920	ULTRA RIPPED
Registration Number:	2333264	WHEY SUPREME
Registration Number:	2333263	ULTIMATE CUISINE
Registration Number:	2340948	BIOVOLUMIZING
Registration Number:	3327423	PERFECT DIET
Registration Number:	3088065	ULTIMATE NUTRITION THE FUTURE OF SPORTS NUTRITION
Registration Number:	2376019	JOINT RENEW

OP \$1190.00 3160199

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**TRADEMARK
 REEL: 004239 FRAME: 0098**

Registration Number:	2396522	WHEY SUPREME
Registration Number:	2398728	DIET RIPPED
Registration Number:	3271105	TESTOSTROGROW
Registration Number:	2407205	CREATINE SUPREME
Registration Number:	2410301	SUPER WHEY AMINO 2000
Registration Number:	3479152	ISO MASS
Registration Number:	3479289	ISO MASS XTREME GAINER
Registration Number:	3522827	BETA K
Registration Number:	3372734	AMINO BOLIC
Registration Number:	2117810	PREMIUM MCT GOLD
Serial Number:	77348569	RED ZONE
Registration Number:	2135796	CREA/MAX
Registration Number:	2551363	METHOXY WHEY
Serial Number:	77418115	ULTIMATE GEAR
Serial Number:	77418129	ULTIMATEGEAR
Registration Number:	2603198	BETA METHOXY
Registration Number:	2663687	BLOC
Serial Number:	77589364	ADRENOLINE
Serial Number:	77590637	DYNAMITE
Serial Number:	77651569	LEAN PHYSIQUE
Registration Number:	2709537	GLUTAPURE
Registration Number:	2818238	ISOPREME
Registration Number:	2818237	FERMAPURE
Registration Number:	2821790	CLAPURE
Registration Number:	2942790	MUSCLE JUICE
Registration Number:	2843729	COLDPURE
Registration Number:	1597133	PROSTAR
Registration Number:	3011894	F-16
Registration Number:	3011893	ARGINONE
Registration Number:	3377646	ULTIMATE NUTRITION
Registration Number:	3503661	ULTIMATE NUTRITION THE FUTURE OF SPORTS NUTRITION
Registration Number:	3658096	DAILY COMPLETE FORMULA
Registration Number:	2562814	AMINO GOLD

CORRESPONDENCE DATA

TRADEMARK
REEL: 004239 FRAME: 0099

Fax Number: (212)292-5391
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 292-5390
Email: mail@ipcounselors.com
Correspondent Name: William C. Wright
Address Line 1: 60 East 42nd Street, Suite 820
Address Line 4: New York, NEW YORK 10165

ATTORNEY DOCKET NUMBER:	2127-206
NAME OF SUBMITTER:	William C. Wright
Signature:	/William C. Wright /
Date:	07/09/2010

Total Attachments: 7
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**U.S.A. - NUNC PRO TUNC CONTINGENT
TRADEMARK ASSIGNMENT TO SECURE ASSIGNOR'S
OBLIGATIONS TO ASSIGNEE UNDER THE LOAN AGREEMENT**

This NUNC PRO TUNC CONTINGENT TRADEMARK ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER THE LOAN AGREEMENT (hereinafter the 'AGREEMENT') is entered into on this 25th day of June, 2010, with an effective date of March 17, 2009, by and between **ULTIMATE NUTRITION, INC.**, a corporation organized and existing under the laws of the State of Connecticut, located and doing business at 21 Hyde Road, Farmington, Connecticut 06032 (hereinafter the 'ASSIGNOR') and **TD BANK, N.A.**, a national banking association, with an office at 102 West Main Street, New Britain, Connecticut 06050 (hereinafter the 'ASSIGNEE').

WHEREAS, the ASSIGNOR and ASSIGNEE are parties to a Loan and Security Agreement dated March 17, 2009 ('Loan Agreement') and a Trademark Collateral Assignment and Security Agreement of the same date ('Security Agreement');

WHEREAS, ASSIGNOR is the owner of U.S. Trademarks, applications therefor, and/or registrations thereof shown in **EXHIBIT 1** (hereinafter 'Trademarks'); and

WHEREAS, this Agreement shall supersede all prior agreements, understandings, documents or communications between both Parties or their representatives and advisors relating to any assignment of ASSIGNOR'S Trademarks, including but not limited to the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Ownership. ASSIGNOR is the current owner of all rights, title, and interest in and to the Trademarks and is or shall be the owner of any and all after-acquired U.S. trademarks, applications therefor, or registrations thereof, subject to paragraph 2 of this Agreement.
2. Contingent Assignment. If ASSIGNOR shall default on the Loan Agreement dated March 17, 2009 and said default is not cured, ASSIGNOR assigns, transfers and conveys to ASSIGNEE any and all of its rights, title and interest in and to the Trademarks, and the goodwill of the business symbolized thereby.
3. Interpretation. Nothing herein shall be construed as a present assignment of any or all rights, title, or interest in and to the Trademarks. This document shall instead be construed as a contingent assignment to secure ASSIGNOR'S obligations to ASSIGNEE under the Loan Agreement. The parties agree that this

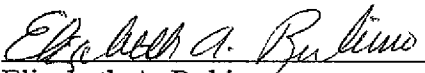
Agreement shall supersede all prior agreements, understandings, documents or communications between both parties or their representatives and advisors relating to any assignment of ASSIGNOR'S Trademarks, including but not limited to the Security Agreement. In the event of a conflict between this document and the Security Agreement, as amended, and the Loan Agreement, as amended, with respect to: the terms governing defaults; the exercise of the Assignee's rights upon a default; the loan obligations secured by this Assignment; and, any other matter affecting the relationship of the Assignor and the Assignee not provided for in this Assignment, the terms set forth in the Security Agreement, as amended and the Loan Agreement, as amended, shall govern.

4. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart, when executed, shall have the same effect as if the signature on each such counterpart were upon the same instrument. Photographic, facsimile and/or PDF copies of such signed counterparts may be used in lieu of the originals for any purpose.

IN WITNESS WHEREOF, this *Nunc Pro Tunc* Contingent Trademark Assignment To Secure Assignor's Obligations To Assignee Under The Loan Agreement has been executed on this 25th day of June, 2010.

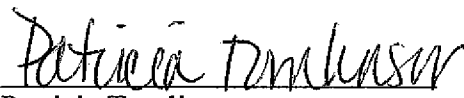
ULTIMATE NUTRITION, INC.

Dated: June 25, 2010

By: 
Elizabeth A. Rubino
Title: President

TD BANK, N.A.

Dated: June 25, 2010

By: 
Patricia Tomlinson

Title: Vice President

EXHIBIT 1

TRADEMARKS
United States

<u>Trademark</u>	<u>Registration/Application/Serial Number</u>
V-POWER	3,160,199
B-POWER	3,094,261
ISOCOOL	3,202,672
ULTIMATE NUTRITION	1,541,169
HORSE POWER	3,290,350
GLUTAMAX	1,938,883
MAXIMUM MSM	2,324,171
ULTRA RIPPED	2,328,920
WHEY SUPREME	2,333,264
ULTIMATE CUISINE	2,333,263
BIOVOLUMIZING	2,340,948
PERFECT DIET	3,327,423
AMINO GOLD	2,562,814
Ultimate Nutrition The Future of Sports Nutrition	3,088,065

<u>Trademark</u>	<u>Registration/Application/Serial Number</u>
ULTIMATE GEAR (and design)	Serial No. 77/418,115
ULTIMATE GEAR	Serial No. 77/418,129
BETA METHOXY	2,603,198
BLOC	2,663,687
ADRENOLINE	Serial No. 77/589,364
BULLET PROOF	Serial No. 77/590,629
DYNAMITE	Serial No. 77/590,637
LEAN PHYSIQUE	Serial No. 77/651,569
GLUTAPURE	2,709,537
ISOPREME	2,818,238
FERMAPURE	2,818,237
<u>CLAY</u> Pure	2,821,790
MUSCLE JUICE	2,942,790
COLDPURE	2,843,729
PROSTAR	1,597,133
F-16	3,011,894

<u>Trademark</u>	<u>Registration Number</u>
ARGINONE	3,011,893
ULTIMATE NUTRITION & design	3,377,646
ULTIMATE NUTRITION THE FUTURE OF SPORTS NUTRITION & design	3,503,661
DAILY COMPLETE FORMULA	Serial No. 78/786807