

## PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MUSCLETECH RESEARCH AND DEVELOPMENT INC.	01/01/2004
RECEIVING PARTY DATA	
Name:	1600329 ONTARIO LIMITED
Street Address:	5100 Spectrum Way
City:	Mississauga
State/Country:	CANADA
Postal Code:	L4W 5S2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6620425
CORRESPONDENCE DATA	
Fax Number:	(609)921-8651
Phone:	6099218660
Email:	david@quinlanpc.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	David M. Quinlan
Address Line 1:	32 Nassau Street
Address Line 2:	Suite 300
Address Line 4:	Princeton, NEW JERSEY 08542
ATTORNEY DOCKET NUMBER:	12700.1002
NAME OF SUBMITTER:	David M. Quinlan
Total Attachments: 4 source=Assignment_1600329#page1.tif source=Assignment_1600329#page2.tif source=Assignment_1600329#page3.tif source=Assignment_1600329#page4.tif	

OP \$40.00 6620425

501706826

PATENT  
REEL: 027141 FRAME: 0324

## **BILL OF SALE AND ASSIGNMENT AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Agreement") is made and delivered as of January 1, 2004, by and between MUSCLETECH RESEARCH AND DEVELOPMENT INC., an Ontario corporation ("Assignor"), and 1600329 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 or the "Product").

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR:

MUSCLETECH RESEARCH AND  
DEVELOPMENT INC

By: 

Name: Terry Begley

Title: General Manager

ASSIGNEE:

1600329 ONTARIO LIMITED

By: 

Name: Terry Begley

Title: General Manager

**EXHIBIT "A"****1600329 ONTARIO LIMITED**

<b>Country / K&amp;K Docket No.</b>	<b>Patent Application Serial Number / Filing Date</b>	<b>Publication or Patent Number / Issue Date</b>	<b>Status</b>
US 120	09/138136 Aug 21 1998	6136339 24 Oct 2000	Granted
WO (PCT) 12076	PCT/CA99/00772 Aug 20 1999		National
US 12002	09/666432 Sep 21 2000	6620425 16 Sep 2003	Granted
US 12003	90/005906 Jan 06 2001	6136339 12 Nov 2002	Reexamination
CA (Canada) 12022	2246014 Aug 20 1999		Pending
EP (Europe) 12036	99939286.3 Aug 20 1999		Pending
HK (Hong Kong) 12048	01107121.6 Oct 11 2001		Pending

All formulations, product formulas, processes, know-how, trade secrets and other intellectual property used or useful in the production of products marketed utilizing more than one of the following names: "Hydroxycut", "Cell-Tech", "Nitro-Tech", "Meso-Tech", "Acetabolan", "Mass-Tech", "Energy Tech", "Diet-Tech", or a name including one of the following prefixes: "Hydroxy", "Cell", "Nitro", "Meso", "Acetabo", "Mass", "Energy", or "Diet", whether or not patented, whether now existing or hereafter created, discovered or arising, and including without limitation, all Canadian and United States patents and patent applications, and their foreign counterparts, and their respective substitutions, extensions, rescissions, renewals, divisions, continuations, and continuations-in-part.

All data, statistics, results and other information resulting from all clinical trials, market studies, market surveys, market research, products analyses, and product development with respect to, and the combination of ingredients used in, products marketed utilizing more than one of the following names: utilizing more than one of the following names: "Hydroxycut", "Cell-Tech", "Nitro-Tech", "Meso-Tech", "Acetabolan", "Mass-Tech", "Energy Tech", "Diet-Tech", or a name including one of the following prefixes: "Hydroxy", "Cell", "Nitro", "Meso", "Acetabo", "Mass", "Energy", or "Diet".