

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
Arizona Health Foods, Inc.		06/30/2003	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Fresh Vitamins, Inc.
Street Address:	1500 KEARNS BOULEVARD, SUITE B-200
City:	PARK CITY
State/Country:	UTAH
Postal Code:	84060
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number
Serial Number:	76125695

CORRESPONDENCE DATA

Fax Number: (435)655-6080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (435) 655-6000
 Email: legal@nutracorp.com
 Correspondent Name: Fresh Vitamins, Inc.
 Address Line 1: 1500 KEARNS BOULEVARD, SUITE B-200
 Address Line 4: PARK CITY, UTAH 84060

NAME OF SUBMITTER:	Alison Pitt
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Total Attachments: 3
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OP \$40.00 76125695

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "**Assignment**") is made and entered into as of this 30th day of June, 2003 (the "**Effective Date**"), by and between **ARIZONA HEALTH FOODS, INC.**, an Arizona corporation ("**Assignor**") and **FRESH VITAMINS, INC.**, a Delaware corporation ("**Assignee**").

Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those marks identified on Exhibit A hereto (the "**Marks**").

Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks, and all registrations in the United States, including any renewals and extensions of the registrations that are now or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; together with all income, royalties or payments due or payable as of the Effective Date of thereafter, including, without limitation, all claims for damages by reason of past, present or future, infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

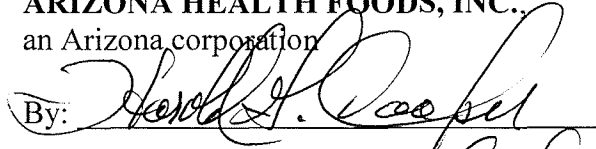
Assignor's right, title and interest is transferred subject to any liens and encumbrances of record. Assignor represents and warrants that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of application for registration or any application for renewal of a registration covering the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (iv) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 30th day of June, 2003.

ASSIGNOR:

ARIZONA HEALTH FOODS, INC.,
an Arizona corporation

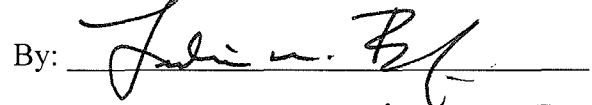
By: 

Name: HAROLD G. COOPER

Its: PRESIDENT

ASSIGNEE:

FRESH VITAMINS, INC.,
a Delaware corporation

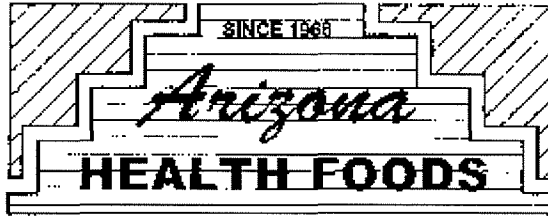
By: 

Name: LESLIE M. BROWNING JR.

Its: VICE PRESIDENT

Exhibit A

1. "ARIZONA HEALTH FOODS SINCE 1968", identified by the United States trademark application, Serial No. 76/125,695.
2. "ARIZONA HEALTH FOODS".
3. Design mark as indicated below, as well as any variations or versions of the same:



4. Any and all other uses of "Arizona" and/or "AZ" with "HEALTH" and/or "FOODS" used by Assignor.
5. Any and all other marks, designs and words used to advertise, market or promote Assignor's business of selling dietary supplements and health foods.