

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nutraceutical Corporation		07/17/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NutraMarks, 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: 10

Property Type	Number
Registration Number:	2713660
Registration Number:	2223291
Registration Number:	2421769
Registration Number:	2402786
Registration Number:	2455644
Registration Number:	2366848
Registration Number:	2226901
Serial Number:	78125078
Registration Number:	2173926
Registration Number:	2175732

CORRESPONDENCE DATA

Fax Number: (435)655-6080  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: legal@nutracorp.com  
 Correspondent Name: Alison Pitt

OP \$265.00 2713660

Address Line 1: 1400 KEARNS BOULEVARD, SECOND FLOOR  
Address Line 4: PARK CITY, UTAH 84060

ATTORNEY DOCKET NUMBER:

NC TO NM TM ASSIGNMENT

NAME OF SUBMITTER:

Nutraceutical Corporation

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into as of this 17<sup>th</sup> day of July, 2003 (the "Effective Date"), by and between Nutraceutical Corporation, a Delaware corporation, with its principal office located at 1400 Kearns Boulevard, 2<sup>nd</sup> Floor, Park City, Utah 84060 ("Assignor"), and NutraMarks, Inc., a Delaware corporation, with its principal place of business located at 1500 Kearns Boulevard, B-200, Park City, Utah 84060 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and United States trademark registrations listed on Schedule "A" (collectively, the "Marks").

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business with which the Marks are used.

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 together with the goodwill of the business with which the Marks are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are now or may be secured under the laws of the United States and all foreign countries, 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 any of the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with any of 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 17<sup>th</sup> day of July, 2003.

ASSIGNOR:

Nutraceutical Corporation,  
a Delaware corporation

By: 

Frank W. Gay II  
Chief Executive Officer

ASSIGNEE:

NutraMarks, Inc.,  
a Delaware Corporation

By: 

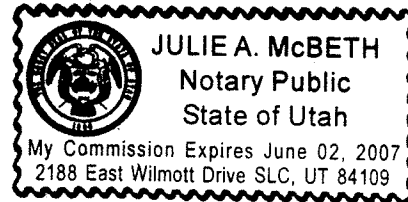
Jeffrey A. Hinrichs  
Executive Vice President and  
Secretary

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 17<sup>th</sup> day of July, 2003, before me, the undersigned Notary, personally appeared Frank W. Gay II, who proved to me his identity through documentary evidence to be the person whose name is signed on the foregoing document, and who being by me duly sworn, did say that he is the Chief Executive Officer of Nutraceutical Corporation, a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its bylaws, and said Frank W. Gay II acknowledged to me that said corporation executed the same voluntarily for its stated purpose.

  
NOTARY PUBLIC  
Residing at Salt Lake County, Utah

My Commission Expires: June 2, 2007

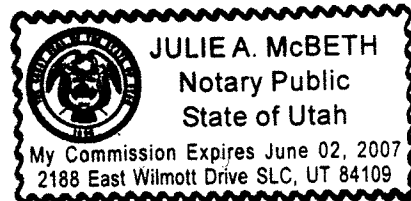


STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 17<sup>th</sup> day of July, 2003, before me, the undersigned Notary, personally appeared Jeffrey A. Hinrichs, who proved to me his identity through documentary evidence to be the person whose name is signed on the foregoing document, and who being by me duly sworn, did say that he is the Executive Vice President and Secretary of NutraMarks, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its bylaws, and said Jeffrey A. Hinrichs acknowledged to me that said corporation executed the same voluntarily for its stated purpose.

  
NOTARY PUBLIC  
Residing at Salt Lake County, Utah

My Commission Expires: June 2, 2007



SCHEDULE A

SCHEDULE OF TRADEMARKS

<u>Trademark</u>	<u>Ser./Reg. No.</u>	<u>Appl./Issuance Date</u>
ACTIPET®	75,644,704 / 2,402,786	2/23/1999 / 11/7/2000
FIZZ C®	75,246,548 / 2,713,660	3/24/1997 / 5/6/2003
GREEN SCREENED®	75,359,549 / 2,223,291	0/19/1997 / 2/9/1999
MY WHEY®	75,459,813 / 2,421,769	3/31/1998 / 1/16/2001
NATURAL SPORT®	75,314,592 / 2,455,644	6/25/1997 / 5/29/2001
PHYTO SPORT®	75,454,503 / 2,366,848	3/23/1998 / 7/11/2000
PRE-BURN®	75,454,504 / 2,226,901	3/23/1998 / 11/30/1999
SUNNY GREEN™	78,125,078	4/30/2002
SUPERTONE®	75,241,555 / 2,173,926	2/13/1997 / 7/14/1998
TROPICAL GREENS®	75,250,342 / 2,175,732	3/3/1997 / 7/21/1998