

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
M. K. Health Food Distributors, Inc.		09/14/2004	CORPORATION: CALIFORNIA

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: 14

Property Type	Number	Word Mark
Registration Number:	1934565	CHEW CHEW VITES HONEY VITA - BEAR
Serial Number:	78142379	CLEAR VIEW
Registration Number:	2605926	CREATAIN
Registration Number:	2603021	MENOREMIN
Registration Number:	1383920	NATURE'S LIFE
Registration Number:	1753572	NATURE'S LIFE
Registration Number:	1837997	NATURE'S LIFE
Registration Number:	2394915	NATURE'S LIFE
Registration Number:	2578669	PRO-96
Registration Number:	1382021	SUPERABSORBEZE
Registration Number:	2697300	SUPER-BLUE PRO-96
Registration Number:	2803045	SUPER-GREEN PRO-96
Registration Number:	2591504	SUPER-RED PRO-96
Registration Number:	1972083	VITA-BEAR

CORRESPONDENCE DATA

900012853

**TRADEMARK
 REEL: 002936 FRAME: 0067**

OP \$365.00 1934565

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: NutraMarks, Inc.
Address Line 1: 1500 KEARNS BOULEVARD, SUITE B-200
Address Line 4: Park City, UTAH 84060

ATTORNEY DOCKET NUMBER:	M.K. HEALTH ASSIGN
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NAME OF SUBMITTER:	Alison Pitt
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Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "**Assignment**") is made and entered into as of this 14th day of September, 2004 (the "**Effective Date**"), by and between M.K. HEALTH FOOD DISTRIBUTORS, INC., a California corporation ("**Assignor**") and NUTRAMARKS, 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 and any and all other marks, designs and words used to advertise, market or promote Assignor's business of manufacturing, marketing and distributing dietary supplements and health foods (collectively, the "**Marks**").

Through separate assignment and contribution agreements all right, title and interest in and to the Marks has been transferred from Assignor to Assignee.

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 14th day of September, 2004.

ASSIGNOR:

M.K. HEALTH FOOD DISTRIBUTORS, INC.

By:  _____

Its: Vice President

ASSIGNEE:

NUTRAMARKS, INC.

By:  _____

Its: President

Exhibit A

SCHEDULE OF TRADEMARKS

<u>Trademark</u>	<u>Ser./Reg. No.</u>	<u>Appl./Issuance Date</u>
CHEW CHEW VITES HONEY VITA - BEAR®	74386400 / 1934565	April 30, 1993 / November 14, 1995
CLEAR VIEW™	78142379	July 9, 2002
CREATAIN®	78012885 / 2605926	June 15, 2000 / August 6, 2002
MENOREMIN®	78080907 / 2603021	August 23, 2001 / July 30, 2002
NATURE'S LIFE®	73519447 / 1383920	January 28, 1985 / February 25, 1986
NATURE'S LIFE®	74288109 / 1753572	June 25, 1992 / February 23, 1993
NATURE'S LIFE®	74419551 / 1837997	July 28, 1993 / May 31, 1994
NATURE'S LIFE®	75630549 / 2394915	January 29, 1999 / October 17, 2000
PRO-96®	76323205 / 2578669	October 9, 2001 / June 11, 2002
SUPERABSORBEZE®	73544197 / 1382021	June 17, 1985 / February 11, 1986
SUPER-BLUE PRO-96®	76323207 / 2697300	October 9, 2001 / March 18, 2003
SUPER-GREEN PRO-96™	76323332 / 2803045	October 9, 2001 / January 6, 2004
SUPER-RED PRO-96®	76323333 / 2591504	October 9, 2001 / July 9, 2002
VITA-BEAR®	74386332 / 1972083	April 30, 1993 / May 7, 1996