

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
Nutraceutical Corporation		06/02/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fresh Organics, 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	Word Mark	
Serial Number:	78975072	FRESH ORGANICS	
CORRESPONDENCE DATA			
Fax Number:	(801)334-3785		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	435-655-6113		
Email:	legal@nutracorp.com		
Correspondent Name:	Alison Pitt		
Address Line 1:	1500 Kearns Boulevard, Suite B-200		
Address Line 4:	Park City, UTAH 84060		
NAME OF SUBMITTER:	Alison Pitt		
Signature:	/Alison Pitt/		
Date:	06/02/2005		

Total Attachments: 3
 source=Trademark Assignment_Fresh Organics NC to FO#page1.tif

OP \$40.00 78975072

source=Trademark Assignment_Fresh Organics NC to FO#page2.tif
source=Trademark Assignment_Fresh Organics NC to FO#page3.tif

TRADEMARKS ASSIGNMENT AGREEMENT

This Trademarks Assignment Agreement (the "Agreement") is entered into as of 2nd day of June, 2005 by and between Nutraceutical Corporation, a Delaware corporation ("Assignor") and Fresh Organics, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark and goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof, whether one or more (the "Mark"); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, its right, title and interest in and to the Mark and the business and goodwill of the business in connection with which the aforesaid Mark has been used;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

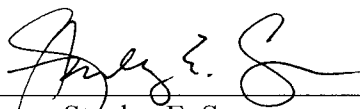
1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Mark, together with the business and goodwill of the business in connection with which the aforesaid Mark has been 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 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 and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

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

3. Miscellaneous. This Agreement may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective as of the date first written above.

Nutraceutical Corporation

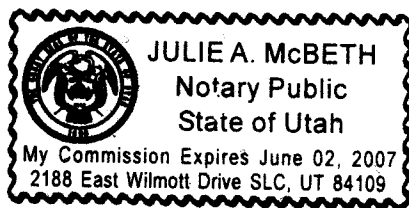
By: 
Name: Stanley E. Soper
Title: Vice President, Legal Affairs

STATE OF UTAH

Date: June 2, 2004

COUNTY OF SUMMIT, ss.

Then personally appeared Stanley E. Soper, who acknowledged that he is the Vice President, Legal Affairs of Nutraceutical Corporation and that he executed the foregoing Assignment on behalf of Nutraceutical Corporation as his free act and deed, before me.




NOTARY PUBLIC

My Commission Expires: June 02, 2007

Schedule A

U.S. TRADEMARKS REGISTRATIONS/APPLICATIONS

<u>Trademarks/Service Marks</u>	<u>Serial No.</u>	<u>Date Filed</u>
FRESH ORGANICS	78/975,072	2/14/2002