

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAC Marketing Company, Inc.		07/29/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	NAC Marketing Company, LLC
Street Address:	Two Embarcadero Center, Suite 2320
Internal Address:	c/o Alpine Investors II, LP
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LLC: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2872296	ALOE EASE COLON & BODY CLEANSE
Registration Number:	2752775	BACOPA BOOST
Registration Number:	2891776	BOOTIE BATH
Registration Number:	2696687	BRAIN FACTOR
Registration Number:	2803419	BRILLIANT GREENS
Registration Number:	2967805	BRILLIANT BLUE
Registration Number:	2842758	CELTIC GOLD
Registration Number:	2599653	CHOLESTERX
Registration Number:	2582447	GREEN TEA PLUS
Registration Number:	2670345	HEALTH MANAGEMENT CLUB
Registration Number:	2685934	HEALTHFAIRY
Registration Number:	2750188	KING'S ROCK HARD
Registration Number:	2591779	NATURAL SHAVE

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Registration Number:	2702638	NEW VITALITY
Registration Number:	2904236	ORANGE BLISS
Registration Number:	2889936	ROYAL GREENS
Registration Number:	2757379	RUBY REDS
Registration Number:	2744659	SMART-PAK
Registration Number:	2947503	VITAVESCENCE
Serial Number:	78558236	BODY TYPE VITAMINS
Serial Number:	78541959	CHEAPVITAMINS.COM
Serial Number:	76560909	EROGENELLE
Serial Number:	76585278	FLEXAGEN
Serial Number:	76618511	FLEXAGEN
Serial Number:	78517146	FLEXGEN
Serial Number:	76584593	FLOZYME
Serial Number:	78624420	HERBAL EDGE
Serial Number:	76578096	MULTIVESCENCE
Serial Number:	76372139	POTENTIATED BEE POLLEN
Serial Number:	76578489	RADIANT REDS
Serial Number:	78594085	STOP BURN
Serial Number:	76615488	TAUTINOL
Serial Number:	78061367	VITAMIN CLUB OF AMERICA

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: pagodoa@federalresearch.com

Correspondent Name: CBC Companies dba Federal Research

Address Line 1: 1030 Fifteenth Street, NW, Suite 920

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/04/2005

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment Agreement**”) dated as of July 29, 2005, is made by **NAC MARKETING COMPANY, INC.**, a New York corporation f/k/a NAC Vitamins Co., Inc. (“**Assignor**”), in favor of **NAC MARKETING COMPANY, LLC**, a Delaware limited liability company (together with its successors and assigns, “**Assignee**”).

RECITAL

WHEREAS, Assignee, Assignor, Vitamins Direct, Inc. (d/b/a CheapVitamins.com) (“**VDI**”), JJC Marketing, Inc. (d/b/a Nutricap Labs) (“**JJC**”), Finesse Marketing, Inc. (“**Finesse**”), and DTM Marketing, Inc. (“**DTM**”), and, together with Assignor, VDI, JJC, and Finesse, collectively referred to herein as, “**Companies**” and sometimes hereinafter referred to individually as, “**Company**”), Nutricap Labs, LLC, and Jonathan Greenhut, are parties to a certain Asset Transfer Agreement of even date herewith (as the same may be amended or modified from time to time, the “**Transfer Agreement**”), which provides for Companies to sell substantially all of their respective assets to Assignee, including, without limitation, all of Assignor’s trademarks, trademark applications, trade names, and goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor (intending to be legally bound) hereby agrees as follows:

1. Reference to Transfer Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Transfer Agreement.
2. Assignment and Sale. Assignor hereby sells, assigns, conveys, delivers and transfers to Assignee, all of Assignor’s right, title and interest in and to all of the following: (a) the trademarks, trade names, tradestyles and brand names, and applications and registrations thereof listed on Exhibit A attached hereto and hereby made a part hereof (collectively, the “**Trademarks**”), (b) any and all renewals or extensions thereof, (c) any and all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, (e) all rights corresponding thereto throughout the world; and (f) all of the goodwill of Assignor and its business connected with and symbolized by any and all of the foregoing (including, without limitation, the Trademarks).
3. Modification. This Assignment Agreement cannot be amended or modified in any way, except pursuant to a writing signed by each of the parties hereto.
4. Binding Effect; Benefits. This Assignment Agreement shall be binding upon Assignor and its successors and permitted assigns, and shall inure to the benefit of Assignee, its successors and assigns.

5. Governing Law. This Assignment Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without regard to conflict of law principles.

6. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Assignment Agreement may be signed in one or more counterparts, but all of such counterparts when taken together shall constitute and be deemed to be one and the same instrument. Any fax signature hereto shall be deemed to be as legally enforceable and effective as a signed original for all purposes.

7. Further Assurances. Assignor agrees to promptly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Assignee shall reasonably request from time to time in order to more fully carry out the purpose of this Assignment Agreement. Assignor acknowledges that a copy of this Assignment Agreement will be filed by the Assignee with the United States Patent and Trademark Office.


[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment in favor of Assignee, as of the date first written above.

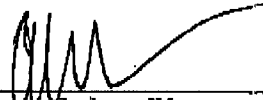
NAC MARKETING COMPANY, LLC

ATTEST:

By:


Name: Dan Sanner
Its: Authorized Signatory

By:


Name: Graham Weaver
Its: Authorized Signatory

Agreed and Accepted as of this
29th day of June, 2005

NAC MARKETING COMPANY, INC.

By:

Jonathan Greenhut
President and Chief Executive
Officer

CHR209917.1

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07/29/2005 07:08 FAX 4153929101

TRADEMARK
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IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment in favor of Assignee, as of the date first written above.

NAC MARKETING COMPANY, LLC

ATTEST:

By: _____
Name:
Its:

By: _____
Name: Graham Weaver
Its: Authorized Signatory

Agreed and Accepted as of this
29th day of June, 2005

NAC MARKETING COMPANY, INC.


By:  _____
Jonathan Greenhut
President and Chief Executive
Officer

EXHIBIT A
TRADEMARKS

Issued (Registrations):

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Aloe Ease Colon & Body Cleanse	2872296	August 10, 2004
Bacopa Boost	2752775	August 19, 2003
Bootie Bath	2891776	October 5, 2004
Brain Factor	2696687	March 11, 2003
Brilliant Greens	2803419	January 6, 2004
Brilliant Blue	2967805	July 12, 2005
Celtic Gold	2842758	May 18, 2004
Cholesterx	2599653	July 23, 2002
Green Tea Plus	2582447	June 18, 2002
Health Management Club	2670345	December 31, 2002
Healthfairy	2685934	February 11, 2003
King's Rock Hard	2750188	August 12, 2003
Natural Shave	2591779	July 9, 2002
New Vitality	2702638	April 1, 2003
Orange Bliss	2904236	November 23, 2004
Royal Greens	2889936	September 28, 2004
Ruby Reds	2757379	August 26, 2003
Smart-Pak	2744659	July 29, 2002
Vitavescence	2947503	May 10, 2005

Pending (Applications):

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Body Type Vitamins	78-558236	February 1, 2005
Cheapvitamins.com	78-541959	January 4, 2005
Erogenelle	76-560909	November 18, 2003
Flexagen	76-585278	April 6, 2004
Flexagen	76-618511	October 29, 2004
Flexgen	78-517146	November 15, 2004
Flozyme	76-584593	April 2, 2004
Herbal Edge	78-624420	May 6, 2005
Multivescence	76-578096	February 27, 2004
Potentiated Bee Pollen	76-372139	February 15, 2002
Radiant Reds	76-578489	December 14, 2004
Stop Burn	78-594085	March 24, 2005
Tautinol	76-615488	October 7, 2004
Vitamin Club of America	78-061367	May 1, 2001