

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nutrition For Life International, LLC		10/28/2004	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Riowell, LLC		
<b>Street Address:</b>	7230 Empire Central Drive		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77040		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2262785	NUTRITION FOR LIFE INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)466-0808		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	rakesh@amin-law.com		
<b>Correspondent Name:</b>	Rakesh M. Amin		
<b>Address Line 1:</b>	217 N. Jefferson St., Suite 500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rakesh M. Amin		
<b>Signature:</b>	/Rakesh M. Amin/		
<b>Date:</b>	09/01/2005		

Total Attachments: 7  
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## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that W. Steve Smith, as Chapter 7 Bankruptcy Trustee of the Estate of Nutrition For Life International, LLC ("NFL") ("Seller"), for and in consideration of the sum of Twenty-Two Thousand Five Hundred and No/100 Dollars (\$22,500), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby transfer, grant, assign, bargain, sell and deliver to RIOWELL, LLC, a Texas Limited Liability Company ("Purchaser"), its successors and assigns, the assets that are listed on Exhibit "A" attached hereto and made a part hereof for all purposes, all as the same shall exist as of the date hereof (collectively, the "Assets").

TO HAVE AND TO HOLD, all and singular, the said Assets hereby conveyed, transferred, granted, bargained, sold and delivered to Purchaser, its successors and assigns, to and for their own use and benefit forever.

Seller warrants that it is the owner of the Assets. The Assets will be conveyed free and clear of liens, claims and encumbrances. Except as expressly otherwise provided herein, the Assets are being conveyed by Seller and accepted by Purchaser in "AS IS, WHERE IS CONDITION, WITH ALL FAULTS", and Seller makes no representations or warranties, express or implied, regarding the condition of the Assets.

Seller, for itself, its respective successors and assigns, further covenants and agrees that Seller and its respective successors and assigns shall do or cause to be done all such further acts and shall execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, any and all such further assignments, transfers and conveyances, powers of attorney and assurances as Purchaser, his successors and assigns, may reasonably require and which documents shall be prepared by and at the expense of Purchaser (i) for the better assuring, assigning, transferring and conveying unto Purchaser, its successors and assigns, all and singular, Seller's interest in and to the Assets; (ii) to protect the right, title and interest of Purchaser, its successors and assigns, in and to, and their enjoyment of, all and singular, the Assets; and (iii) as may be appropriate otherwise to carry out the transactions contemplated by the agreement between Seller and Purchaser, including, without limitation, an Assignment of Trade names and Trademarks and an Assignment of the Internet Domain name, "NutritionforLife.com" and any other domain names.

Seller, for itself and its successors and assigns, irrevocably constitutes and appoints Purchaser, its successors and assigns, and each of them, the true and lawful attorney of Seller, its respective successors and assigns, with full power of substitution and gives and grants unto Purchaser, its successors and assigns, and each of them, full power and authority in the name of Seller, its respective successors and assigns, at any time and from time to time, to execute, acknowledge and deliver, or to cause to be executed, acknowledged and delivered, any and all such further assignments, transfers and conveyances, powers of attorney and assurances and to demand, sue for, recover and receive any and all rights, demands, claims and causes of action of every kind and description whatsoever incident or relating to the Assets, for the purpose of fully

vesting in Purchaser, its successors and assigns, all and singular, all the right, title and interest in and to the Assets.

This instrument shall be binding upon Seller, its respective successors and assigns, and shall inure to the benefit of Purchaser, its successors and assigns.


Seller and Purchaser hereby agree and acknowledge that no liabilities of the Seller or Nutrition for Life International, LLC are being assumed by Purchaser, nor shall Purchaser assume any liabilities of any subsidiary.

This Bill of Sale shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Texas, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Bill of Sale is executed to be effective as of October 21, 2004.


SELLER:

W. STEVE SMITH, AS AND ONLY AS CHAPTER 7 TRUSTEE FOR NUTRITION FOR LIFE INTERNATIONAL, LLC

By:   
W. Steve Smith, Chapter 7 Trustee

AGREED AND ACCEPTED on this 2 day of Nov, 2004 by:

RIOWELL, LLC

By: 

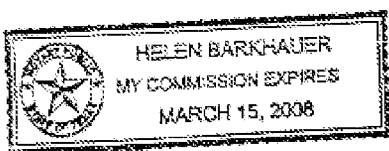
Name: CHRIS HOLLIS  
Title: President

ACKNOWLEDGMENTS

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October 2004 by W. Steve Smith, Chapter 7 Trustee for Nutrition For Life International, LLC.

[SEAL]



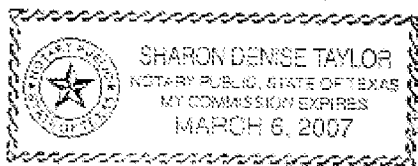
Helen Barkbauer  
Notary Public in and for  
the State of Texas

My Commission Expires:  
3-15-08

THE STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS       §

The foregoing instrument was acknowledged before me this 2nd day of ~~October~~ <sup>November</sup> 2004 by Chris Helms on behalf of Riowell, LLC ("Purchaser").

[SEAL]



Sharon Denise Taylor  
Notary Public in and for  
the State of Texas

My Commission Expires:  
03-06-07

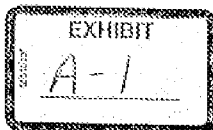
Exhibit A  
to Bill of Sale

ASSETS

The following assets (collectively, the "Assets"):

- (a) All of the Inventory of Seller located at and being stored at 10419 Rapalote Street in Houston, Harris County, Texas (the "Houston Warehouse") (the "Inventory");
- (b) All of the Furniture of Seller that was removed from the Debtor's facility at 10255 W. Little York and that is currently being stored at the Houston Warehouse (the "Furniture");
- (c) All of the trademarked and registered products listed on Exhibit "A-1" hereto, including the formulas for such products and names of such products (the "Products");
- (d) Causes of action related to the Products and Intangibles (as hereinafter defined);
- (e) The records and files abandoned by the Trustee at the Houston Warehouse;
- (f) Customer lists, databases and the right to the name "Nutrition for Life," and any derivate thereof, and other intellectual property and intangibles that may have been used in the Debtor's business and records related thereto (the "Intangibles"); and
- (g) Internet domain names/websites, including "NutritionforLife.com," and any other domain names, together with any trade names, trademarks, service marks, account names, logos, etc.

NUTRITION FOR LIFE INTERNATIONAL				
TRADEMARKED & REGISTERED PRODUCTS				
DESCRIPTION	REGISTERED NUMBER (Federal)	TRADEMARKED NUMBER (GN) (Pending (TM) or State)	FILING DATE	COMMENTS
Aquawave	2637025		10/15/92	
Arturo Guggion 10-Pack	2108932		08/01/92	
Bio Glow	2132579		01/27/93	
Bio Rub	2108937		09/30/90	
Bio Water	1988761		09/10/90	
Chico O-Lite		78-304848	04/11/82	
Energy E-1	2853526		10/19/92	
Energy Med	2953957		03/26/92	
Enviro Defense System	2178981		04/04/93	
Essentials Steammarin Gold	2600641		02/18/93	
Essentials Orablow Max	2955620		05/18/93	
Essentials Phyto-green Plus	3089661		07/18/92	
Grand Master	1820077		03/19/94	
Healthy Chocolate		75-75079	06/02/80	
Healthy Star	2640884		02/15/92	
Heartful Granules	2260838		11/17/90	
Hamone Sizzler	2267846		07/11/90	
IceBuster		75-701859	08/21/88	
Ice-Save		75-790878	08/02/88	
Jahalls	2396953		10/17/90	
Junkies		75-426778	09/13/82	
Junkies		75-64627	09/27/80	
LifeGuard Doctor	2935003		01/29/92	
Life-Sweet	2527307		05/07/90	
LeanLife	1827482		03/22/94	
Liquid 4 Plus	2240958		08/01/89	
Master Fry Plus	1827381		03/27/84	
MAX	2307966		07/11/90	
NEI		78-43618	06/16/80	



NUTRITION FOR LIFE INTERNATIONAL				
TRADEMARKED & REGISTERED PRODUCTS				
DESCRIPTION	REGISTERED NUMBER (Serial)	TRADEMARKED NUMBER (SN) (Priority [34] or 5[61])	FILING DATE	COMMENTS
Nutribuckles	2230181		08/08/99	
Nutri-Cookie	1958042		04/03/99	
Nutrition For Life	58178		11/17/99	
Nutrition For Life	2519239		12/18/01	
Nutrition For Life	59143		10/20/99	
Nutrition For Life	59144		10/20/99	
Nutrition For Life	1862976		11/15/94	
Nutrition For Life	19991176427		09/21/99	
Nutrition For Life	19991176418		09/21/99	
Nutrition For Life	19991176417		09/21/99	
Nutrition For Life	19991176429		09/21/99	
Nutrition For Life	84142		09/21/99	
Nutrition For Life	84143		09/21/99	
Nutrition For Life	84144		09/21/99	
Nutrition For Life	84146		09/21/99	
Nutrition For Life	59130		11/01/99	
Nutrition For Life	59131		11/01/99	
Nutrition For Life	2142105		02/10/99	
Nutrition For Life	59145		10/20/99	
Nutrition For Life International		78-004292	11/20/01	
Nutrition For Life International	2259382		07/03/99	
Nutrition For Life International	2262795		07/20/99	
O2 Support	2403919		05/25/01	
Orca-Bright	2255500		08/10/99	
Oralfow Plus	1927104		03/22/94	
Pea-Tide		75-887161	01/08/00	
Phyto-Fit		75-853784	11/22/98	
Phytogreen	1923264		10/03/95	
Phytoral	1923262		10/03/95	



NUTRITION FOR LIFE INTERNATIONAL				
TRADEMARKED & REGISTERED PRODUCTS				
DESCRIPTION	REGISTERED NUMBER (Federal)	TRADEMARKED NUMBER (SAs) (Pending (SAs) or State)	FILING DATE	COMMENTS
Phyto-Phenols		76-053705	11/22/99	
Preming Research Laboratories	2645381		10/28/02	
Profounder		76-095764	11/20/91	
Pyruvates	5420047		02/27/01	
Recolonial Star		76-361515	04/04/92	
Recurr 3	1826676		03/15/04	
Stardance	2471940		07/24/01	
The E-Lite model	2990124		03/16/96	
Vitaminik		76-470606	11/27/92	
Vitay To-Go	3983766		07/20/03	