

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---------------------------------------|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Nutrition For Life International, LLC | | 10/28/2004 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Riowell, LLC | | |
| Street Address: | 7230 Empire Central Drive | | |
| City: | Houston | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77040 | | |
| Entity Type: | Limited Liability Company: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1862976 | NUTRITION FOR LIFE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)466-0808 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | rakesh@amin-law.com | | |
| Correspondent Name: | Rakesh M. Amin | | |
| Address Line 1: | 217 N. Jefferson Street, Suite 500 | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Rakesh M. Amin | | |
| Signature: | /Rakesh M. Amin/ | | |
| Date: | 09/02/2005 | | |

OP \$40.00 1862976

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

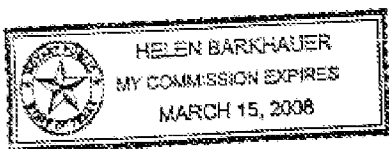
Title: President

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

[SEAL]



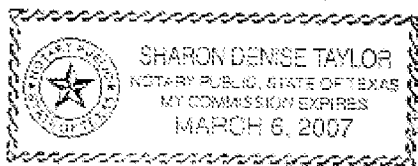
Helen Barkbauer
Notary Public in and for
the State of Texas

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~~ ^{November} 2004 by Chris Helms on behalf of Riowell, LLC ("Purchaser").

[SEAL]



Sharon 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 | | 07/18/93 | |
| 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 | 2260858 | | 11/17/90 | |
| Hamone Sizzori | 2267846 | | 07/11/90 | |
| IceBuster | | 75-701959 | 08/21/88 | |
| Ice-Say Candy | | 75-790878 | 08/02/88 | |
| Jahalls | 2396953 | | 10/17/90 | |
| Jankone | | 75-426778 | 09/13/82 | |
| Jankone | | 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 | |
| NCA | 2307966 | | 07/11/90 | |
| NFL | | 78-43618 | 06/10/89 | |

EXHIBIT
A-1

| 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 | | 04/08/99 | |
| 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 | |
| Peel-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 | 1826876 | | 03/15/94 | |
| Siwardene | 2471940 | | 07/24/01 | |
| The E-Len model | 2500124 | | 03/10/96 | |
| Vitaminik | | 76-470606 | 11/27/92 | |
| Vitay-To-Go | 2082766 | | 07/20/99 | |
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