

TRADEMARK ASSIGNMENT

Electronic 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
Nutraceutical Sciences Institute		10/06/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Life Extension Foundation, Inc.		
Street Address:	1100 W. Commercial Blvd.		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33309		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76391287	LEF	
CORRESPONDENCE DATA			
Fax Number:	(404)572-6999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-6600		
Email:	trademarks@pogolaw.com		
Correspondent Name:	W. Scott Creasman		
Address Line 1:	1201 W. Peachtree Street, NW		
Address Line 2:	14th Floor		
Address Line 4:	Atlanta, GEORGIA 30309-3488		
ATTORNEY DOCKET NUMBER:	142817.00011		
NAME OF SUBMITTER:	W. Scott Creasman		
Signature:	/W. Scott Creasman/		
Date:	07/20/2006		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of the 4th day of August 2005, by Vitacost.com, Inc., a Florida corporation, and Nutraceutical Sciences Institute, a Delaware corporation, both with their principal places of business located at 2055 High Ridge Road, Boynton Beach, Florida 33426 (collectively the "Assignor"), to Life Extension Foundation, Inc., a Florida not-for-profit corporation with its principal place of business located at 1100 West Commercial Boulevard, Fort Lauderdale, Florida 33309 (the "Assignee").

WHEREAS, Assignor, Assignee, and certain other companies related to Assignee have contemporaneously entered into a Settlement Agreement effective as of August 4, 2005, and

WHEREAS, pursuant to the terms of the Settlement Agreement, and in consideration therewith, Assignor wishes to transfer and assign to Assignee all of its right, title and interest in and to the trademark LEF (the "Mark"), including all registrations, applications and common law rights associated with the Mark, together with all the goodwill appurtenant thereto, and

WHEREAS, the parties wish to evidence this absolute transfer of rights by this Assignment.

NOW THEREFORE, in consideration of the obligations described in the Settlement Agreement between Assignor and Assignee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally sells, assigns and transfers to Assignee, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest in and to the Marks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office, in any state trademark offices, and in any foreign countries with respect to the Mark, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Mark by a third party and to which Assignor is or would have been entitled had the Assignment not been made.

Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of registered trademarks and service marks in the United States, in any state, and in all other countries to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to all such trademarks and service marks.

The undersigned represents and warrants that he has full requisite authority to execute this Assignment on behalf of Assignor and to obligate Assignor to its terms.

IN WITNESS WHEREOF, Assignor has, by its duly authorized officer, executed this Assignment on the date first above written.

ASSIGNOR:

Nutraceutical Sciences Institute

Vitacost.com, Inc.

By: [Signature]

By: [Signature]

Printed Name: WAYNE GORSEK

Printed Name: WAYNE GORSEK

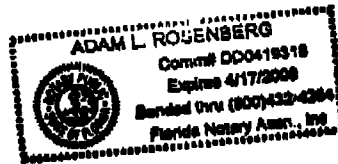
Title: CEO

Title: CEO

State of Florida

County of Palm Beach

SS.



Then personally appeared the above named persons and acknowledged the foregoing instrument to be his/her free act and deed, before me, this 6 day of October, 2005.

[Signature]
Notary Public

4/17/09
My commission expires:



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Typed Drawing

Word Mark LEF
 Goods and Services IC 005, US 006 018 044 046 051 052, G & S: nutritional supplements, FIRST USE: 20020322, FIRST USE IN COMMERCE: 20020322
 Mark Drawing Code (1) TYPED DRAWING
 Design Search Code
 Serial Number 76391287
 Filing Date April 3, 2002
 Current Filing Basis 1A
 Original Filing Basis 1A
 Published for Opposition October 22, 2002
 Owner (APPLICANT) NUTRACEUTICAL SCIENCES INSTITUTE CORPORATION DELAWARE
 2049 High Ridge Road Boynton Beach FLORIDA 33426
 Attorney of Record Stewart L. Gitler, Esq.
 Type of Mark TRADEMARK
 Register PRINCIPAL
 Live/Dead Indicator LIVE

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