

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
Garden of Life, Inc.		01/03/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	GPRX, Inc.		
Street Address:	5500 North Village Boulevard, Suite 202		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33407		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78334960	THE MAKER'S DIET	
Serial Number:	78485513	BIBLICAL HEALTH INSTITUTE	
Serial Number:	78485519	BIBLICAL HEALTH COACH	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-353-6834		
Email:	clondon@eapdlaw.com		
Correspondent Name:	Edwards Angell Palmer & Dodge LLP		
Address Line 1:	301 Tresser Boulevard		
Address Line 2:	Paralegal Christina London		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	53368.0001 GPRX		
NAME OF SUBMITTER:	Christina London		

CH \$90.00 78334960

Signature:

/christina london/

Date:

09/05/2006

Total Attachments: 3

source=Executed Trademark Assignment#page1.tif

source=Executed Trademark Assignment#page2.tif

source=Executed Trademark Assignment#page3.tif

EXHIBIT B

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective this 3rd day of January, 2006, is made and entered into by and between Garden of Life, Inc., Suite 202, 5500 North Village Boulevard, West Palm Beach, Florida 33407-1901, a corporation operating under the laws of the State of Florida ("Assignor") and GPRX, Inc., a corporation operating under the laws of the State of Florida, with its principal business address at 5500 North Village Boulevard, Suite 202, West Palm Beach, Florida 33407, U.S.A. ("Assignee") (each a "party" and collectively, the "parties").

WHEREAS, Assignor is the owner of the trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the "Trademarks") and

NOW THEREFORE, for the consideration of One (\$1.00) U.S. Dollar, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Trademarks, either by itself or by recorded licensees, as well as the right to sue for past, present and future infringement thereof.

2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law rules of such act.

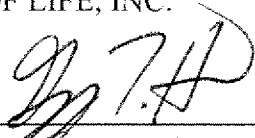
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

5. Assignment of Licenses. The parties hereby agree in that all rights and obligations which derive from any and all license agreements into which the Assignor has ever entered with respect to the Trademarks, and which have been properly recorded with the United States Patent and Trademark Office, against each of said Trademarks included in this agreement, will also be assigned to the Assignee, by virtue of the present agreement. To this effect, and to comply with appropriate provisions contained in the afore-mentioned License Agreements, the Licensee executes the present Agreement and, therefore, provides its consent for the present transfer of Licensor's rights.

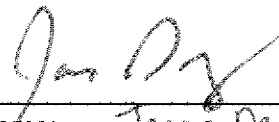
In light of the present assignment of rights over the License Agreements identified above, the Assignee will be regarded, as from the date in which the present agreement is executed, as the approved Licensor in the noted License Agreements recorded against the Trademarks covered in the present agreement.

IN WITNESS WHEREOF, each party has caused the Agreement to be executed by its duly authorized representative.

GARDEN OF LIFE, INC.

By: 
Name: Greg T. Hoehn
Title: CEO

GPRX, INC.

By: 
Name: Jason Dewberry
Title: VP/bm

Schedule A

United States

<i>Trademark</i>	<i>App. No.</i>	<i>App. Date</i>	<i>Status</i>
THE MAKER'S DIET	78/334,960	12-02-03	Allowed
BIBLICAL HEALTH INSTITUTE	78/485,513	09-17-04	Pending
BIBLICAL HEALTH COACH	78/485,519	09-17-04	Pending
GREAT PHYSICIAN'S RX	78/485,526	09-17-04	Pending
GREAT PHYSICIAN'S PRESCRIPTION	78/485,530	09-17-04	Pending