

**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>
Botanical Laboratories, Inc.		01/10/2007	CORPORATION: WASHINGTON

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NutraMarks, Inc.
<b>Street Address:</b>	1500 Kearns Boulevard, Suite B-200
<b>City:</b>	Park City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84060
<b>Entity Type:</b>	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2194040	COMPLIMED
Serial Number:	75116082	COMPLIMED MEDICAL RESEARCH GROUP
Registration Number:	2366290	SINUSTAT
Registration Number:	2690862	NICORX
Registration Number:	2280608	HERBS FOR KIDS
Registration Number:	2166234	POTEN-C-CORD
Registration Number:	2699536	HERBS FOR KIDS
Registration Number:	1612622	NATRA-BIO
Registration Number:	1609547	BIOALLERS
Registration Number:	2038469	STOP IT SMOKING
Registration Number:	2036773	CALM DAYS-NIGHTS
Registration Number:	1736020	
Registration Number:	2393825	HERBALSEPTIC
Registration Number:	2993431	FLU RESIST

OP \$840.00 2194040

Registration Number:	1676528	ACTIVE HERBAL
Registration Number:	1672353	DECONGEST HERBAL
Registration Number:	2129612	ECHINACEAC
Registration Number:	2131465	ECHINACEA PM
Registration Number:	2129611	ELDERBERRYC
Registration Number:	1890772	HERBALOZENGE
Registration Number:	1676529	INSURE HERBAL
Registration Number:	1801832	PMS HERBAL
Registration Number:	1967458	QUICK CLEANSE
Registration Number:	1970603	THISTLE CLEANSE
Registration Number:	1827162	VALERIAN HERBAL
Registration Number:	1756390	ZAND
Registration Number:	2230665	DISCOVER THE DIFFERENCE
Registration Number:	3105573	CLEANSE TODAY
Registration Number:	3105572	CANDIDA QUICKCLEANSE
Registration Number:	3083921	QUICKDIGEST
Registration Number:	2310442	HERBALMIST
Registration Number:	2316540	DIGEST HERBAL
Registration Number:	2348041	BRINGING BALANCE TO YOUR BODY

**CORRESPONDENCE DATA**

Fax Number: (801)334-3785  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 435-655-6000  
Email: legal@nutracorp.com  
Correspondent Name: Alison Pitt  
Address Line 1: 1400 Kearns Boulevard, 2nd Floor  
Address Line 4: Park City, UTAH 84060

ATTORNEY DOCKET NUMBER:	BOTANICAL LABS
NAME OF SUBMITTER:	Alison Pitt
Signature:	/Alison Pitt/
Date:	02/08/2007

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is entered into as of January 10, 2007 (the "Effective Date") by and among Botanical Laboratories, Inc., a Washington corporation (the "Company" or "Assignor") and NutraMarks, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof, whether one or more (the "Marks");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, all of Assignor's right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used;

WHEREAS, Assignor is transferring other assets to Assignee or its affiliates pursuant to a Bill of Sale and Assignment dated as of the date hereof; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, and assigns to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) in obtaining any additional

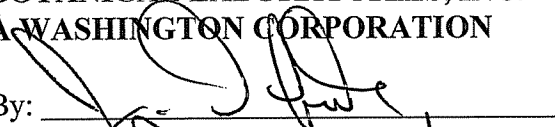
protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (d) in the implementation or perfection of this Agreement.

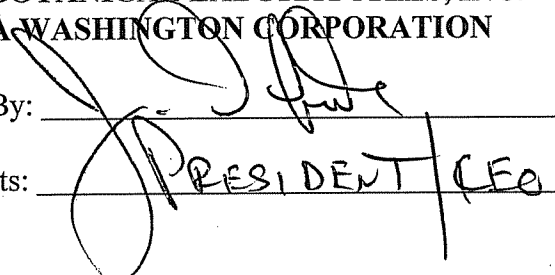
3. Miscellaneous. This Agreement may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective as of the date first written above.

**ASSIGNOR:**

**BOTANICAL LABORATORIES, INC.  
A WASHINGTON CORPORATION**

By:  \_\_\_\_\_

Its:  PRESIDENT / CEO \_\_\_\_\_

Schedule A

<i>Mark</i>	<i>USPTO Serial No.</i>	<i>Date of Registration</i>
COMPLIMED	75056869	Oct. 6, 1998
COMPLIMED MEDICAL RESEARCH GROUP	75116082	Sept. 1, 1998
POTEN-C-CORD	75061068	June 16, 1998
SINUSTAT	75756374	July 11, 2000
NICORX (stylized)	76423234	Feb. 25, 2003

**Herbs for Kids**

<i>Mark</i>	<i>USPTO Serial No.</i>	<i>Date of Registration</i>
HERBS FOR KIDS logo	75398644	Sept. 28, 1999
HERBS FOR KIDS	76269463	March 25, 2003
HERBS FOR KIDS (Canada)	Canadian Registration No. TMA595858	Nov. 26, 2003
ECHINACEA/ASTRAGALUS*	N/A	N/A
ECHINACEA/GOLDENROOT*	N/A	N/A
ECHINACEA/EYEBRIGHT*	N/A	N/A
VI PROTECTION BLEND*	N/A	N/A
WARMING ECHINACEA*	N/A	N/A
SWEET ECHINACEA*	N/A	N/A
TEMP ASSURE*	N/A	N/A
ELDERTUSSIN*	N/A	N/A
CHERRY BARK BLEND*	N/A	N/A
HOREHOUND BLEND*	N/A	N/A
SUPER KIDS THROAT SPRAY*	N/A	N/A
CHAMOMILE CALM*	N/A	N/A
FEVERFEW BLEND*	N/A	N/A
ST. JOHN'S WORT BLEND*	N/A	N/A
VALERIAN SUPER CALM*	N/A	N/A
MINTY GINGER*	N/A	N/A
STINGZZZ*	N/A	N/A
GUM-OMILE OIL*	N/A	N/A
WILLOW GARLIC EAR OIL*	N/A	N/A
SUPER KIDS SALVE*	N/A	N/A

**NatraBio**

<i>Mark</i>	<i>USPTO Serial No.</i>	<i>Date of Registration</i>
NATRA-BIO	73831275	Sept. 11, 1990
NATRA-BIO (Indonesia)	022287	Pending
BIOALLERS	73838508	Aug. 14, 1990
STOP IT SMOKING (stylized)	75023789	February 18, 1997
CALM DAYS-NIGHTS (stylized)	75021128	Feb. 11, 1997
CADUCEUS (logo design)	74232792	Dec. 1, 1992
HERBALSEPTIC	75292601	Oct. 10, 2000
FLU RESIST	76569592	Sept. 6, 2005
THE ARNICA RUB	76481031	Jan. 30, 2004 (Supplemental Register); Abandoned Sept. 20, 2004
CHILDREN'S NATURALS*	N/A	N/A

**ZAND**

<i>Mark</i>	<i>USPTO Serial No.</i>	<i>Date of Registration</i>
ACTIVE HERBAL	74141596	Feb. 25, 1992
DECONGEST HERBAL	74141600	Jan. 21, 1992
ECHINACEAC	75153950	Jan. 13, 1998
ECHINACEA PM	75153951	Jan. 20, 1998
ELDERBERRYC	75153949	Jan. 13, 1998
HERBALOZENGE (stylized)	74350317	April 25, 1995
INSURE HERBAL	74141599	Feb. 25, 1992
PMS HERBAL	74258068	Nov. 2, 1993
QUICK CLEANSE	74609408	April 9, 1996
THISTLE CLEANSE	74609412	April 23, 1996
VALERIAN HERBAL	74258067	March 22, 1994
ZAND	74258065	March 9, 1993
DISCOVER THE DIFFERENCE	75435693	March 9, 1999
CLEANSE TODAY	76585630	Pending
CANDIDA QUICKCLEANSE	76585629	Pending
QUICKDIGEST	76585628	Pending
WOMEN'S GINSENG	75290273	March 10, 1998
HERBAL MIST	74439840	Sept. 12, 1995

<i>Mark</i>	<i>USPTO Serial No.</i>	<i>Date of Registration</i>
HERBALMIST	75430965	Jan. 25, 2000
DIGEST HERBAL	75630939	Feb. 8, 2000
CLEANSING FIBER*	N/A	N/A
CLEANSING LAXATIVE*	N/A	N/A
PREFERENCE FOR WOMEN	N/A	N/A
ZANERGY	N/A	N/A
BRING BALANCE TO YOUR BODY	75435689	May 9, 2000

\*The Company asserts trademarks rights with respect to, but has not registered, these marks.