

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nutraceutical Sciences Institute		07/26/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Vitacost.com Inc.
<b>Street Address:</b>	352 S.W. 12th Ave
<b>City:</b>	Deerfield Beach,
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33442
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2950926	MGC-5
Registration Number:	2838208	MGC-6
Registration Number:	2838209	MGC-7
Registration Number:	2819464	MITOCHPOWER
Registration Number:	2450415	NUTRISLIM
Registration Number:	2220988	OCUPOWER
Registration Number:	2220987	PEDIAPOWER
Serial Number:	77139828	MIGRACALM

**CORRESPONDENCE DATA**

Fax Number: (312)706-8248  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3127018607  
 Email: zbeal@mayerbrownrowe.com  
 Correspondent Name: Joan L. Long  
 Address Line 1: P.O. Box 2828

OP \$215.00 2950926

Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER: 07072607

NAME OF SUBMITTER: Joan L. Long

Signature: /joanllong/

Date: 08/09/2007

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is between NUTRACEUTICAL SCIENCES INSTITUTE (the "Assignor") and VITACOST.COM INC. (the "Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in the trademarks, trademark applications, service marks and trade names listed on the attached Exhibit A incorporated by reference into this Agreement (collectively, the "Trademarks"); and

WHEREAS, Assignor desires to assign all right, title and interest in the Trademarks to Assignee and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business associated with said Trademarks and registrations thereof, including any rights under common law, and which include the Trademarks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with the goodwill of the business with respect to which the Trademarks or any such other marks or names have been used and/or registered and all claims, proceeds and causes of action relating to past, present or future infringement of said Trademarks or said other marks or names.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee, as assignee and owner of any and all of Assignor's right in the Trademarks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations.

Assignor agrees to execute and deliver at a future date, for no additional consideration any additional documents that the Assignee reasonably determines are required to reflect the Assignee's ownership of the Trademarks anywhere in the world.

Assignor will assist in obtaining or providing any further documents which may be required to confirm chain or title thereto.

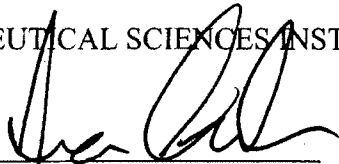
This Assignment may be signed in counterparts, each of which shall be deemed an original, but together shall constitute a single instrument.

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VITACOST.COM INC.  
TRADEMARK ASSIGNMENT (NUTRACEUTICAL SCIENCES INSTITUTE)

In witness of this assignment, authorized representatives of Assignor and Assignee have executed this Assignment as of the 26<sup>th</sup> day of July, 2007.

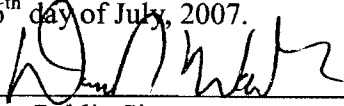
NUTRACEUTICAL SCIENCES INSTITUTE

By:   
Name: Ira P. Kerker  
Title: Chief Executive Officer

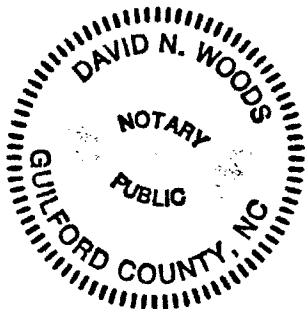
STATE OF North Carolina )  
 ) SS.  
COUNTY OF Guilford )

Before me, the undersigned, a notary public, on this day personally appeared Ira P. Kerker, known to me to be the person and officer who signed the foregoing instrument, and acknowledged to me his signing was the act of Nutraceutical Sciences Institute and that he signed for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 26<sup>th</sup> day of July, 2007.

  
Notary Public Signature

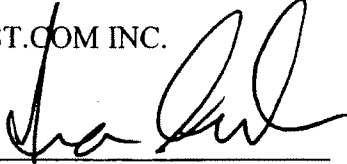
My Commission Expires: May 23, 2011



VITACOST.COM INC.  
TRADEMARK ASSIGNMENT (NUTRACEUTICAL SCIENCES INSTITUTE)

In witness of this assignment, authorized representatives of Assignor and Assignee have executed this Assignment as of the 26<sup>th</sup> day of July, 2007.

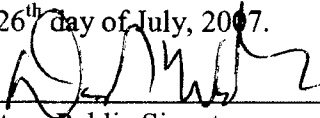
VITACOST.COM INC.

By:   
Name: Ira P. Kerker  
Title: Chief Executive Officer

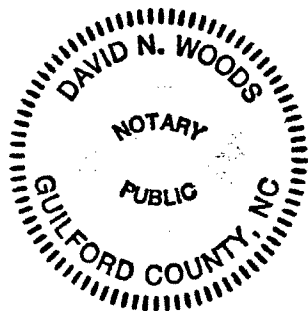
STATE OF North Carolina  
COUNTY OF Guilford ) SS.

Before me, the undersigned, a notary public, on this day personally appeared Ira P. Kerker, known to me to be the person and officer who signed the foregoing instrument, and acknowledged to me his signing was the act of Vitacost.com Inc., a Delaware corporation, and that he signed as the act of such corporation, for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 26<sup>th</sup> day of July, 2007.

  
Notary Public Signature

My Commission Expires: May 23, 2011



**EXHIBIT A**

<b>Trademark</b>	<b>Registration Number</b>	<b>Applied</b>	<b>Registered</b>	<b>Expiration Date</b>
MGC-5	2950926	04/02/03	05/17/05	05/17/10
MGC-6	2838208	06/04/03	05/04/04	05/04/14
MGC-7	2838209	06/04/03	05/04/04	05/04/14
Mitochpower	2819464	05/02/03	03/02/04	03/02/14
Nutrislim	2450415	04/30/98	05/15/01	11/15/16
Ocupower	2220988	07/03/97	01/26/99	
Pediapower	2220987	07/03/97	01/26/99	07/29/15

<b>Trademarks Applied</b>	<b>Registration Number</b>	<b>Applied</b>
Migracalm	77139828	03/26/07