

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 Life Sciences, Inc.		07/26/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vitacost.com Inc.		
Street Address:	352 S.W. 12th Ave		
City:	Deerfield Beach		
State/Country:	FLORIDA		
Postal Code:	33442		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77179931	NLS	
Serial Number:	77179915	NUTRACEUTICAL LIFE SCIENCES	
Serial Number:	77228268	NUTRACEUTICAL LIFE SCIENCES	
CORRESPONDENCE DATA			
Fax Number:	(312)706-8248		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127018607		
Email:	zbeal@mayerbrownrowe.com		
Correspondent Name:	Joan L. Long		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
ATTORNEY DOCKET NUMBER:	07072607		
NAME OF SUBMITTER:	Joan L. Long		
Signature:	/joanllong/		

OP \$90.00 77179931

Date:

08/09/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is between NUTRACEUTICAL LIFE SCIENCES, INC. (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.

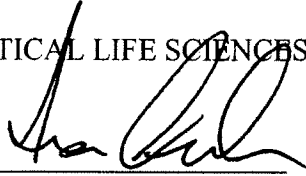
This Assignment may be signed in counterparts, each of which shall be deemed an original, but together shall constitute a single instrument.

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VITACOST.COM INC.
TRADEMARK ASSIGNMENT (NUTRACEUTICAL LIFE SCIENCES, INC.)

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

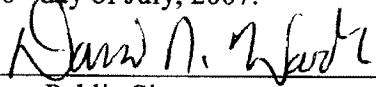
NUTRACEUTICAL LIFE SCIENCES, INC.

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 Life Sciences, 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 26th day of July, 2007.


Notary Public Signature
My Commission Expires: May 23, 2011

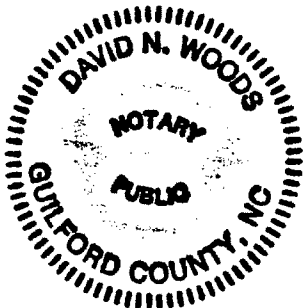


EXHIBIT A

Trademarks Applied	Registration Number	Applied
NLS in Class 5	77179931	05/14/07
Nutraceutical Life Sciences Class 5	77179915	05/14/07
Nutraceutical Life Sciences & Design	77228268	05/17/02