

**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>
Nutraceutical Sciences, Inc.		07/26/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<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: 15**

Property Type	Number	Word Mark
Registration Number:	3187032	MEGA EFA
Registration Number:	3227613	SYNERGY ADVANCED
Registration Number:	3218028	SYNERGY BASIC
Registration Number:	3227617	SYNERGY CHILDRENS
Registration Number:	3227616	SYNERGY ENERGY
Registration Number:	3227610	SYNERGY MAX
Registration Number:	3227615	SYNERGY MEN'S
Registration Number:	3218026	SYNERGY MULTI-VITAMIN
Registration Number:	3218025	SYNERGY RX
Registration Number:	3227612	SYNERGY SUPREME
Registration Number:	3227611	SYNERGY ULTRA
Registration Number:	3227614	SYNERGY WOMEN'S
Registration Number:	3254316	TOCOQ10
Serial Number:	78893705	SYNERGY PRENATAL

OP \$390.00 3187032

Serial Number:

78893669

SYNERGY PLATINUM

**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

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, 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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**EXHIBIT A**

<b>Trademark</b>	<b>Registration Number</b>	<b>Applied</b>	<b>Registered</b>	<b>Expiration Date</b>
Mega EFA in Int Class 5	3187032	02/09/06	12/19/06	12/19/11
Synergy Advanced	3227613	05/26/06	04/10/07	04/01/12
Synergy Basic	3218028	05/26/06	03/13/07	03/13/17
Synergy Children's	3227617	05/26/06	04/10/07	04/01/12
Synergy Energy	3227616	05/26/06	04/10/07	04/01/12
Synergy Max	3227610	05/26/06	04/10/07	04/01/12
Synergy Men's	3227615	05/26/06	04/10/07	04/01/12
Synergy Multi-Vitamin	3218026	05/26/06	03/13/07	03/13/17
Synergy RX	3218025	05/26/06	03/13/07	03/13/17
Synergy Supreme	3227612	05/26/06	04/10/07	04/01/12
Synergy Ultra	3227611	05/26/06	04/10/07	04/01/12
Synergy Women's	3227614	05/26/06	04/10/07	04/01/12
TOCOQ10	3254316			

<b>Trademarks Applied</b>	<b>Registration Number</b>	<b>Applied</b>
Synergy Prenatal	78893705	05/26/06
Synergy Platinum	78893669	05/26/06