

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
NaturalCare Products, Inc.		06/29/2007	CORPORATION: NEVADA
Natural Media LLC		06/29/2007	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2591219	CARDIAL
Registration Number:	2484915	ULTRA MEMORY
Serial Number:	78719776	ALLERFIX
Serial Number:	76204905	HEARALL
Serial Number:	77216223	PROSTA-HEALTH
Serial Number:	76610498	BEYOND CRANBERRY
Serial Number:	78629440	WEIGHTFIX
Serial Number:	76247598	IMMUALL
Serial Number:	76432284	RINGSTOP
Registration Number:	2915633	SINUFIX
Registration Number:	2965648	NATURALCARE
Registration Number:	3012497	HELPING YOU TAKE THE VERY BEST CARE
Registration Number:	3038901	SLIM-CARE

OP \$690.00 2591219

Registration Number:	3087619	LIVELY NATURALS
Registration Number:	3102778	HELPING YOU TAKE THE VERY BEST CARE
Registration Number:	3127409	SLEEPFIX
Registration Number:	3127434	SLEEPFIX
Registration Number:	3139568	REFLUX-AWAY
Registration Number:	3142634	NERVEFIX
Registration Number:	3149193	UTI-CARE
Registration Number:	3151402	MOODFIX
Registration Number:	3159617	ARTHRIFIX
Registration Number:	2510474	OPTIALL
Registration Number:	3186127	CREATING LIFE-ENHANCING PRODUCTS TODAY . . . FOR A HEALTHIER TOMORROW!
Registration Number:	3192785	SILVIX3
Registration Number:	3243248	NATURALCARE
Serial Number:	77058200	AIRDEFENSE

CORRESPONDENCE DATA

Fax Number: (800)707-9839
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: 1500 Kearns Boulevard, Suite B-200
Address Line 4: Park City, UTAH 84060

ATTORNEY DOCKET NUMBER:	NATURALCARE MARKS
NAME OF SUBMITTER:	Alison Pitt
Signature:	/Alison Pitt/
Date:	08/17/2007

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is entered into as of June 29, 2007 (the "Effective Date") by and among NaturalCare Products, Inc., a Nevada corporation and Natural Media LLC, a Utah limited liability company (together, the "Assignors") and NutraMarks, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignors are the sole and exclusive owners 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 Assignors wish to assign, their 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, Assignors will be transferring other assets to Assignee or its affiliates pursuant to a Bill of Sale and Assignment dated as of the date hereof; and

WHEREAS, Assignors have 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, Assignors hereby agree as follows:

1. Assignment. Assignors hereby sell, transfer, assign and deliver to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignors 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 Assignors if this assignment and sale had not been made. Assignors request the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignors 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

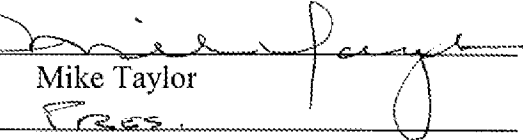
that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (c) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the 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 Utah 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.

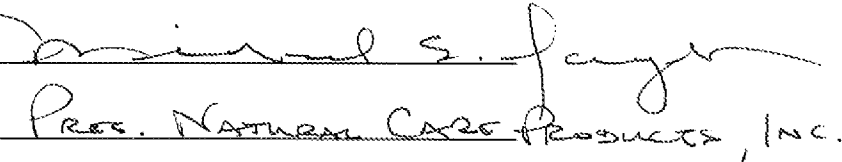
IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective as of the date first written above.

ASSIGNOR:

**NATURALCARE PRODUCTS, INC.
A NEVADA CORPORATION**


By: 
Mike Taylor
Its: Pres.

**NATURAL MEDIA, L.L.C.
A UTAH LIMITED LIABILITY COMPANY**

By: 
Its: Pres. Natural Care Products, Inc.

Schedule A

U.S.P.T.O. TRADEMARKS REGISTRATIONS

Name	Serial No.	Registration No.
AIRDEFENSE	77058200	Pending
ALLERFIX	78719776	Pending
ARTHRIFIX	76631769	3,159,617
BEYOND CRANBERRY	76610498	Pending
CARDIALL	76248313	2,591,219
CREATING LIFE ENHANCING PRODUCTS TODAY FOR A HEALTHIER TOMORROW	78684110	3,186,127
HEARALL	76204905	2,617,175
HELPING YOU TAKE THE VERY BEST CARE	76515598	3,012,497
HELPING YOU TAKE THE VERY BEST CARE	76628147	3,102,778
IMMUALL	76247598	2,658,322
LIVELY NATURALS	78631899	3,087,619
MEMORY, ULTRA	76069275	2,484,915
MOODFIX	76623040	3,151,402
NaturalCare	76627597	3,243,248
 NaturalCare.	76520348	2,965,648
NERVEFIX	76596213	3,142,634
OPTIALL	76248315	2,510,474
REFLUX-AWAY	76596214	3,139,568
RINGSTOP	76432284	2,779,202
SILVIX3	78788695	3,192,785
SINUFIX	76515599	2,915,633
SLEEPFIX	76610497	3,127,409
SLEEPFIX	76617489	3,127,434
SLIM-CARE	76515597	3,038,901
UTI-CARE	76596215	3,149,193
WEIGHTFIX	78629440	Pending

Together with any existing or expired applications of any kind and the rights to continue to revive and/or prosecute the same.

Trademark Assignment