

**TRADEMARK ASSIGNMENT**

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<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 INSTITUTE, 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>	ILLINOIS		
<b>Postal Code:</b>	33442		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2470724	NUTRACEUTICAL SCIENCES INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-701-7237		
<b>Email:</b>	cdore@mayerbrownrowe.com		
<b>Correspondent Name:</b>	Christopher Dore		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 2:</b>	Mayer, Brown, Rowe & Maw LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-4637		
<b>NAME OF SUBMITTER:</b>	Christopher Dore		
<b>Signature:</b>	/Christopher Dore/		
<b>Date:</b>	08/24/2007		

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Total Attachments: 5

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is between NUTRACEUTICAL SCIENCES INSTITUTE, 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>
Arthropower	3110988	02/14/05	07/04/06	07/04/11
Arthropower Ultra	3052807	01/28/05	01/31/06	01/31/11
Cardiolift	2283103	07/15/98	10/05/99	
Chews to Lose	2396825	07/15/98	10/24/00	10/24/10
Glucopower	2244987	03/17/97	05/11/99	05/11/09
Longevity Enhancement Formula	2674924	04/30/02	01/14/03	01/14/13
Neuropower	2243369	03/17/97	05/04/99	04/20/15
NSI	2411431	07/16/99	12/05/00	05/11/16
NSI & Design	2491928	10/19/99	09/25/01	
NSI & Design Europe	1615194	04/17/00	08/07/01	
NSI-Australia	1092679	12/29/05	12/29/05	12/29/15
NSI-Korea	685419	12/19/05	11/13/06	11/13/16
Nutraceutical Sciences Institute	2470724	09/23/99	07/17/01	07/17/11
Nutraceutical Sciences Institute-Europe	1382233	11/12/99	02/21/01	
Nutraceutical Sciences Institute service mark	2491928	10/19/99	09/25/01	09/25/11
Synergy 3000	2970843	07/15/99	07/19/05	07/19/10
Top Brand Vitamins at Wholesale Cost	2434385	09/23/99	03/06/01	03/06/11
Ultrasorb Technology	2257056	04/30/98	06/29/99	

<b>Trademarks Applied</b>	<b>Registration Number</b>	<b>Applied</b>
Advanc-C in Class 5	77122436	03/05/07
AdvancC	77170779	05/02/07
Actislim	77101138	02/07/07
Fibrolift	76611509	09/15/04
Kudzumin	77174000	05/07/07
MGC-7	2838209	06/03/03
Neurolift	2195734	09/05/97
Synergy Once Daily	77139824	03/26/07
Ultrasorb-C in Class 5	78965658	09/01/06