

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
Nutrition for Life International, LLC		10/28/2004	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Riowell, LLC		
Street Address:	13105 Northwest Freeway		
Internal Address:	Suite 1200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77040		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1827182	LEANLIFE	
CORRESPONDENCE DATA			
Fax Number:	(312)223-1515		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademark@aminhallihan.com		
Correspondent Name:	Rakesh M. Amin		
Address Line 1:	217 North Jefferson Street		
Address Line 2:	Suite 100		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	LEANLIFE - 1827182		
NAME OF SUBMITTER:	Rakesh M. Amin		
Signature:	/Rakesh M. Amin/		

OP \$40.00 1827182

Date:

01/16/2008

Total Attachments: 7

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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that W. Steve Smith, as Chapter 7 Bankruptcy Trustee of the Estate of Nutrition For Life International, LLC ("NFL") ("Seller"), for and in consideration of the sum of Twenty-Two Thousand Five Hundred and No/100 Dollars (\$22,500), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby transfer, grant, assign, bargain, sell and deliver to RIOWELL, LLC, a Texas Limited Liability Company ("Purchaser"), its successors and assigns, the assets that are listed on Exhibit "A" attached hereto and made a part hereof for all purposes, all as the same shall exist as of the date hereof (collectively, the "Assets").

TO HAVE AND TO HOLD, all and singular, the said Assets hereby conveyed, transferred, granted, bargained, sold and delivered to Purchaser, its successors and assigns, to and for their own use and benefit forever.

Seller warrants that it is the owner of the Assets. The Assets will be conveyed free and clear of liens, claims and encumbrances. Except as expressly otherwise provided herein, the Assets are being conveyed by Seller and accepted by Purchaser in "AS IS, WHERE IS CONDITION, WITH ALL FAULTS", and Seller makes no representations or warranties, express or implied, regarding the condition of the Assets.

Seller, for itself, its respective successors and assigns, further covenants and agrees that Seller and its respective successors and assigns shall do or cause to be done all such further acts and shall execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, any and all such further assignments, transfers and conveyances, powers of attorney and assurances as Purchaser, his successors and assigns, may reasonably require and which documents shall be prepared by and at the expense of Purchaser (i) for the better assuring, assigning, transferring and conveying unto Purchaser, its successors and assigns, all and singular, Seller's interest in and to the Assets; (ii) to protect the right, title and interest of Purchaser, its successors and assigns, in and to, and their enjoyment of, all and singular, the Assets; and (iii) as may be appropriate otherwise to carry out the transactions contemplated by the agreement between Seller and Purchaser, including, without limitation, an Assignment of Trade names and Trademarks and an Assignment of the Internet Domain name, "NutritionforLife.com" and any other domain names..

Seller, for itself and its successors and assigns, irrevocably constitutes and appoints Purchaser, its successors and assigns, and each of them, the true and lawful attorney of Seller, its respective successors and assigns, with full power of substitution and gives and grants unto Purchaser, its successors and assigns, and each of them, full power and authority in the name of Seller, its respective successors and assigns, at any time and from time to time, to execute, acknowledge and deliver, or to cause to be executed, acknowledged and delivered, any and all such further assignments, transfers and conveyances, powers of attorney and assurances and to demand, sue for, recover and receive any and all rights, demands, claims and causes of action of every kind and description whatsoever incident or relating to the Assets, for the purpose of fully

vesting in Purchaser, its successors and assigns, all and singular, all the right, title and interest in and to the Assets.

This instrument shall be binding upon Seller, its respective successors and assigns, and shall inure to the benefit of Purchaser, its successors and assigns.


Seller and Purchaser hereby agree and acknowledge that no liabilities of the Seller or Nutrition for Life International, LLC are being assumed by Purchaser, nor shall Purchaser assume any liabilities of any subsidiary.

This Bill of Sale shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Texas, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, this Bill of Sale is executed to be effective as of October 28, 2004.

SELLER:

W. STEVE SMITH, AS AND ONLY AS CHAPTER 7
TRUSTEE FOR NUTRITION FOR LIFE
INTERNATIONAL, LLC

By: 
W. Steve Smith, Chapter 7 Trustee

AGREED AND ACCEPTED on this
2 day of Nov, 2004 by:

RIOWELL, LLC

By: 

Name: CHRIS HOLLIS

Title: Pres. Dir.

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TRADEMARK

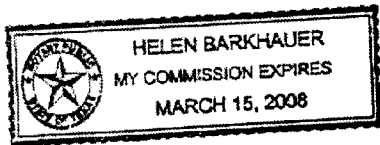
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ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 23th day of October 2004 by W. Steve Smith, Chapter 7 Trustee for Nutrition For Life International, LLC.

[SEAL]



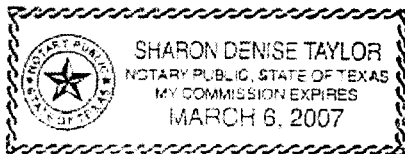
Helen Barkbauer
Notary Public in and for
the State of Texas

My Commission Expires:
3-15-08

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 2nd day of ~~October~~ ^{November} 2004 by Chris Hollis on behalf of Riowell, LLC ("Purchaser").

[SEAL]



Sharon Denise Taylor
Notary Public in and for
the State of Texas

My Commission Expires:
03-06-07

**Exhibit A
to Bill of Sale**

ASSETS

The following assets (collectively, the "Assets"):

- (a) All of the Inventory of Seller located at and being stored at 10410 Rapalote Street in Houston, Harris County, Texas (the "Houston Warehouse") (the "Inventory");
- (b) All of the Furniture of Seller that was removed from the Debtor's facility at 10235 W. Little York and that is currently being stored at the Houston Warehouse (the "Furniture");
- (c) All of the trademarked and registered products listed on Exhibit "A-1" hereto, including the formulas for such products and names of such products (the "Products");
- (d) Causes of action related to the Products and Intangibles (as hereinafter defined);
- (e) The records and files abandoned by the Trustee at the Houston Warehouse;
- (f) Customer lists, databases and the right to the name "Nutrition for Life," and any derivate thereof, and other intellectual property and intangibles that may have been used in the Debtor's business and records related thereto (the "Intangibles"); and
- (g) Internet domain names/websites, including "NutritionforLife.com," and any other domain names, together with any trade names, trademarks, service marks, assumed names, logos, etc.;

NUTRITION FOR LIFE INTERNATIONAL
TRADEMARKED & REGISTERED PRODUCTS

DESCRIPTION	REGISTERED NUMBER (Federal)	TRADEMARKED NUMBER (SN) (Pending (SN) or State)	FILING DATE	COMMENTS
Aquawave	2637025		10/15/02	
Arthro Support Tri-Pack	2185932		09/01/98	
Bio Glow	2132070		01/27/98	
Bio Rub	2168937		06/30/98	
Bio Water	1999761		09/10/98	
Choc-O-Life		76-394848	04/11/02	
Energy Egg	2553528		10/15/02	
Energy Mfg	2553527		03/28/02	
Enviro Defense System	2178591		04/04/88	
Essentials Grandmaster Gold	2688649		02/18/03	
Essentials Oralow Max	2088650		02/18/03	
Essentials Phylogreen Plus	2688651		02/18/03	
Grand Master	1828677		03/15/94	
Healthy Chocolats		75-790879	09/02/99	
Healthy Start	2540804		02/19/02	
Heartful Gourmets	2203958		11/17/98	
Immune Support	2307946		01/11/00	
Itchbuster		75-781989	08/21/98	
It'Soy Good		75-790878	09/02/99	
Janalls	2396553		10/17/00	
Janique		70-420770	06/13/02	
Janique		75904027	01/27/00	
Cholesterol Blocker	2535003		01/29/02	
Ki-Sweel	2327307		03/07/00	
LeanLife	1827182		03/22/94	
Lifedial Plus	2240959		08/01/99	
Master Key Plus	1827181		03/22/94	
MCC2	2365598		07/11/00	
NFL		76-043016	05/10/00	



NUTRITION FOR LIFE INTERNATIONAL TRADEMARKED & REGISTERED PRODUCTS		REGISTERED NUMBER (Federal)	TRADEMARKED NUMBER (SM) (Pending (SM) or State)	FILING DATE	COMMENTS
Nutibuddies		2230181		03/09/99	
Nutri-Cookie		1986042		04/09/95	
Nutrition For Life		59178		11/17/99	
Nutrition For Life		2519219		12/18/01	
Nutrition For Life		59143		10/29/99	
Nutrition For Life		59144		10/29/99	
Nutrition For Life		1862976		11/15/94	
Nutrition For Life		19991176427		09/21/99	
Nutrition For Life		19991176416		09/21/99	
Nutrition For Life		19991176417		09/21/99	
Nutrition For Life		19991176420		09/21/99	
Nutrition For Life		84142		09/21/99	
Nutrition For Life		84143		09/21/99	
Nutrition For Life		84144		09/21/99	
Nutrition For Life		84145		09/21/99	
Nutrition For Life		59130		11/01/99	
Nutrition For Life		59131		11/01/99	
Nutrition For Life		2142105		03/10/98	
Nutrition For Life		59145		10/29/99	
Nutrition For Life International			78-094292	11/20/01	
Nutrition For Life International		2259302		07/06/99	
Nutrition For Life International		2262785		07/20/99	
Nutrition For Life International		2493010		09/25/01	
O2 Support		2253500		08/15/99	
Occu-Bright		1027184		03/22/94	
Orallow Plus				01/06/00	
Pel-Tide			75-887161	11/22/99	
Phyto-Fit			75-853784	10/03/95	
Phytogreen		1923264		10/03/95	
Phytonol		1923262		10/03/95	

NUTRITION FOR LIFE INTERNATIONAL

TRADEMARKED & REGISTERED PRODUCTS

DESCRIPTION	REGISTERED NUMBER (Federal)	TRADEMARKED NUMBER (SM) (Pending (SM) or State)	FILING DATE	COMMENTS
Phyto-Pharmily	2643301	75-853785	11/22/99	
Prenator Research Laboratories	2432047	78-096791	10/29/02	
Proformant	1026076	76-391510	11/29/01	
Pyndalance	2471910		02/27/01	
Realneal Bar	2000124		04/04/02	
Requin 3	2262786		03/15/94	
Shoreless			07/24/01	
The E-Learning for		76-470695	09/10/96	
Vitamin			11/27/02	
Whey-To-Go			07/20/99	