

**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>
Nu Skin International, Inc.		07/01/2005	CORPORATION: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NSE Products, Inc.		
<b>Street Address:</b>	75 West Center Street		
<b>Internal Address:</b>	Legal Department		
<b>City:</b>	Provo		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2478038	NUTRIOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(801)345-3899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	801-345-3800		
<b>Email:</b>	skpoulsen@nuskin.com		
<b>Correspondent Name:</b>	Tyler V. Whitehead		
<b>Address Line 1:</b>	75 West Center Street		
<b>Address Line 2:</b>	Legal Department		
<b>Address Line 4:</b>	Provo, UTAH 84601		
<b>ATTORNEY DOCKET NUMBER:</b>	00229B NUTRIOL		
<b>NAME OF SUBMITTER:</b>	Tyler V. Whitehead		
<b>Signature:</b>	/twhitehead/		

OP \$40.00 2478038

Date:

02/13/2008

**Total Attachments: 4**

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## **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (the "Assignment") is entered into on July 1, 2005, by and between NU SKIN INTERNATIONAL, INC., a Utah corporation ("Assignor"), and NSE PRODUCTS, INC. ("Assignee"), a Delaware corporation and affiliate of Assignor.

### **RECITALS**

**WHEREAS**, Assignor owns 100 percent interest in the rights and title in any and all the trademark applications, trademarks, and tradenames of the primary operating divisions of Assignor (hereinafter referred to as "Trademarks") including, but not limited to, the items listed in Exhibit 1.

**WHEREAS**, Assignee desires to acquire the entire rights, title and interest that Assignor has to Trademarks and other forms of protection in the United States and in foreign countries.

**NOW, THEREFORE**, in consideration of the good and valuable consideration that Assignor receives from Assignee under the Asset Transfer Agreement entered into as of July 1, 2005, by and between Assignor and Assignee:

1. Assignor hereby assigns, transfers and conveys to Assignee, the entire right, title and interest (a) in and to the Trademarks; (b) in and to all rights to apply in any or all countries of the world for trademarks, or other governmental grants on the Trademarks, including the right to apply for trademark protection pursuant to any and all trademark conventions, treaties, agreements or understandings; (c) in and to any and all applications filed and any and all Trademarks, certificates of inventions or other governmental grants granted on the Trademarks in the United States or any other country, including each and every application filed and each and every trademark granted on any application regarding said Trademarks and (d) in and to each and every reissue or extension of any of said Trademarks;

2. Assignor hereby agrees to cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by Assignor shall include executing any petitions, oaths, specifications, declarations or other papers, and any other assistance deemed necessary or desirable by Assignee (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Trademarks; and (e) for any legal or administrative proceedings involving said Trademarks and any applications therefor and any trademarks granted thereon;

3. Notwithstanding the foregoing, for countries in which Assignee has not yet received regulatory approval to market and distribute products in said country, Assignee grants Assignor the right to use or affix Trademarks of Assignor to products and services, and to use such marks and names in advertising and promotional activities, until such regulatory approval is received;

4. Assignor hereby warrants and represents that Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith;

5. The terms and covenants of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and legal representatives.

6. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Utah.

**IN WITNESS WHEREOF**, this Assignment may be signed in one or more counterparts and shall be effective as of the date first set forth above.

“ASSIGNOR”

“ASSIGNEE”

Nu Skin International, Inc

NSE Products, Inc.

By: *Ritch Wood*  
Ritch Wood, Vice President

By: *D. Matthew Dorny*  
D. Matthew Dorny, Vice President

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 003718 FRAME: 0938**

**EXHIBIT 1**