

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
Arkopharma, LLC		03/20/2008	LIMITED LIABILITY COMPANY: DELAWARE

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: 9

Property Type	Number	Word Mark
Registration Number:	1428092	BIO-EFA
Registration Number:	3380479	SUNPOWER
Registration Number:	3067802	OAKMONT LABS
Registration Number:	3088741	PFO
Registration Number:	3102124	A+ KIDS
Registration Number:	2085896	HEALTH FROM THE SUN
Serial Number:	77268105	TOTAL EFA
Serial Number:	77402841	HEALTH FROM THE SEA
Serial Number:	77125795	FLAX LIQUID GOLD

CORRESPONDENCE DATA

Fax Number: (801)334-3785
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 435-655-6113
 Email: legal@nutracorp.com

OP \$240.00 1428092

Correspondent Name: Alison Pitt
Address Line 1: 1500 Kearns Boulevard, Suite B-200
Address Line 4: Park City, UTAH 84060

ATTORNEY DOCKET NUMBER:	HEALTH FROM THE SUN
NAME OF SUBMITTER:	Alison Pitt
Signature:	/s/ Alison Pitt
Date:	04/02/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is entered into as of March 20th, 2008 (the "Effective Date") by and between Arkopharma, LLC, a Delaware limited liability company (the "Assignor") and NutraMarks, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner 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 Assignor wishes to assign, its 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, Assignor 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, Assignor has 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, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor 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. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor 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

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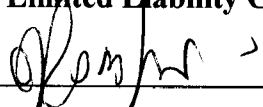
protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (d) in the implementation or perfection of this Agreement.

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 Massachusetts 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:

ARKOPHARMA, LLC
a Delaware Limited Liability Company

By: 

Name: Olivier Rambi

Its: Authorized Signatory

Handwritten initials/signature

Schedule A

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

<u>Trademark</u>	<u>Class</u>	<u>Serial No.</u>	<u>Registration No.</u>
BIO-EFA®	5	73/607,778	1,428,092
TOTAL EFA™	5	77/268,105	
FLAX LIQUID GOLD™	5	77/125,795	
SUNPOWER®	5	77/125,827	3,380,479
OAKMONT LABS®	5	78/550,008	3,067,802
PFO®	5	78/506,619	3,088,741
A+ KIDS®	5	78/525,197	3,102,124
HEALTH FROM THE SEA™	5	77/402,841	
HEALTH FROM THE SUN®	5	75/155,678	2,085,896

STATE TRADEMARK REGISTRATIONS

HEALTH FROM THE SUN™ USNH395679

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