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
Nutrition For Life International, LLC		10/26/2004	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:	2688651	ESSENTIALS PHYTOGREEN PLUS

CORRESPONDENCE DATA

Fax Number: (312)223-1515

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-466-1033

trademark@aminhallihan.com Email:

Correspondent Name: Rakesh M. Amin

Address Line 1: 444 N. Orleans Street, Suite 400 Address Line 4: Chicago, ILLINOIS 60654

NAME OF SUBMITTER:	Rakesh M. Amin
Signature:	/Rakesh M. Amin/
Date:	02/12/2009

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TRADEMARK

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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 Perchaser, its successors and assigns, to and for their own use and benefit forever.

Seiler 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, 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, at 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 delivered, or to cause to be executed, acknowledged and delivered, any and at 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

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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 , 2004.

SELLER:

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

Steve Smith, Chapter 7 Trustee

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

RIOWELL, LLC

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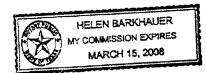
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ACKNOWLEDGMENTS

THE STATE OF TEXAS \$ \$ COUNTY OF HARRIS \$

The foregoing instrument was acknowledged before me this <u>25</u> day of October 2004 by W. Steve Smith, Chapter 7 Trustee for Nutrition For Life International, LLC.

[SEAL]



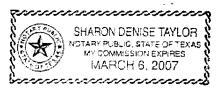
Notary Public in and for the State of Texas

My Commission Expires:
3-15-08

THE STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this <u>And</u> day of October 2004 by Chris Hollis on behalf of Riowell, LLC ("Purchaser")].

[SEAL]



Notary Public in and for the State of Texas

My Commission Expires:
03-06-07

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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 Selier 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");
- 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.;

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EXHIBIT

NUTRITION FOR LIFE INTERNATIONAL	MAL.			
TRADEMARKED & REGISTERED PRODUCTS	RODUCTS			
	REGISTERED	TRADEMARKED		
	NUMBER	NUMBER (SN)	FILING	The second secon
DESCRIPTION	(Fadoral)	(Pending [SN) or State)	DATE	COMMENTS
Aquawaye	2637025		10/15/02	
Arthro Support Tri-Pack	2185932		09/01/98	And the state of t
Rlo Glow	2132070		01/27/98	AND THE PROPERTY OF THE PROPER
Ulo Rub	2168937		06/30/98	V Annu (extraores) - prototogicus (to the Newsonian Magazine) as a file to present impostantamentament in prototogical security of the second
Bio Water	1999761		09/10/96	AND THE PROPERTY OF THE PROPER
Chac-O-Life		76-394848	04/11/02	TOTAL CONTRACTOR OF THE PROPERTY OF THE CONTRACTOR OF THE CONTRACT
Linerry Egg	2553528		10/15/02	A CANANTARIAN CONTRACTOR OF THE PROPERTY OF TH
Finerry Mug	2553527		03/26/02	TORSE AND AND THE TORSE AND TH
Enviro Defense System	2178591		04/04/98	entral de la composition de la confidence de la confidenc
Essentials Grandmaster Gold	2680649		02/18/03	Andrews and the second
Essentials Oraflow Max	2008650		02/18/03	AND CONTRACTOR OF THE PROPERTY
Essentials Phylogreen Plus	2688651		02/18/03	American Color for the Color of
Grand Master	1828077		03/15/94	
Healthy Chocolats	2000 T. C.	75-790879	09/02/99	Commence and the commence of t
Healthy Start	2540804		02/19/02	
Heartful Gournets	2203950		11/17/98	
Immune Support	2307946		01/11/00	
Ilchbuster		75-781989	08/21/98	AND THE CONTRACT OF THE CONTRA
Il'Soy Good		75-790878	6H/ZU/60	And the second s
Janais	2390553		10/17/00	The state of the s
Janique		76-420770	06/13/02	
Janique		75904027	01/27/00	
Khalestorol Blacker	2535003		01/29/02	The second secon
Ki-Sweet	2327307		03/07/00	Andreas and the state of the st
LeanLife	1627182		03/2/2/94	
Lifedial 1 Plus	2248959		06/01/99	A CONTRACTOR OF THE CONTRACTOR
Waster Key Plus	1827161	The state of the s	03/22/94	The control operation of the control operation of the control of the control operation operation of the control operation operation of the control operation oper
MCZ	2365 598	And the state of t	07/11/00	The second control of
		76-043616	05/10/00	

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	REGISTERED	TRADEMARKED	Section of the sectio	The control of the co
\$ California (1997) 1997 1997 1997 1997 1997 1997 1997 1997 1997 1997 1997 1997 1997	NUMBER	NUMBER (SN)	FILNO	・ · · · · · · · · · · · · · · · · · · ·
DESCRIPTION	(Federal)	(Pending (Still or State)	DATE	COMMENTS
Nutribuddies	2230181	The state of the s	03/09/99	
Nulri-Cookie	1956042		04/09/96	emmente mantenaria de control de la control
Nutrillon For Life	59178		11/17/99	en en entre de la company de l
Autrilian For Life	2519219	The second secon	12/18/01	
Nutrition For Life	59143		10/29/99	n de neutrologio destructuras de l'acceptant propriedant de l'acceptant de l'acce
Nutrilion For Life	58144		10/29/99	
Nutrillon For Life	(862976		11/15/94	1 order agencial may contain the contain the contain the contain the containing to the containing management of the containing containing the containing containing the containing containi
Nutrillon For Life	19991176427		09/21/99	American des de la companya del companya de la companya del companya de la companya del la companya de la compa
Jutillon For Life	19991176416		09/21/99	en began en en manuel manuel de la management de la management de la la la la La la
Nutrition For Life	19991176417	The state of the s	09/21/99	AND THE RESIDENCE OF THE PROPERTY OF THE PROPE
Junition For Life	19991176420		09/21/99	
Nutrition For Life	84142		09/21/99	
Jutilion Fo: Life	84143		U9/21/99	AND THE PARTY OF T
Nutrillon Ferming	84144		09/21/99	and the second s
Nutrition For Ufe	84145	The Control of the Co	09/21/99	
Aufillion For Life	59130	The state of the s	98/110/11	
Nutrition For Life	59131		11/01/99	
Autrillon For Life	2142105		03/10/90	and a second control of the second control o
Nutrition For Life	59145		98/87/01	
Nutrition For Life International		78-094292	11/20/01	ands contains and an analysis of the second
Nutrilion For Life International	2259302		07/06/99	
Nutrition For Life International	2262785	The same of the sa	07/20/99	Andrew Co. Proceedings of the company of the control of the contro
OZ Support	2493010		09/25/01	A CANADA
Occu-Bright	2253500		06/15/09	
Oraflow Plus	1027164		03/22/94	
Pel-Tide		75-887161	01/06/00	
Phylo-Fit		75-853704	11/22/99	nesatzarra n. eraunymalaisteritti (ilminista vateru varcorporeprist un et efficie est besteurbaber research
Phytogreen	1923264	And Control of the Co	10/03/95	Andrew Construction or the Construction of the
	1023252		10/03/05	

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TRADEMARKED & REGISTERED PRODUCTS	RODUCTS			
	REGISTERED	TRADEMARKED		
The second secon	NUMBER	NUMBER (SN)	FILMG	And the second s
DESCRIPTION	(Foderal)	(Ponding [5H] or State)	DATE	COMMENTS
Plylo-Phanily		75-853/85	11/22/99	
Premier Research Laboratories	2643301		10/29/02	PARTICIPATION CONTRACTOR TO THE PARTICIPATION OF TH
Proformance		78-095791	11/29/01	
Pyrubalanse	2432047		02/27/01	
Realmeal bar		76-391510	04/04/02	and the state of t
Reguln 3	1020076		03/15/94	
hornless	2471910		07/24/01	
The E-Lerrorator	2000124		09/10/96	s po cope, commence amended de la companya de la co
Vilamark		76-470505	11/27/02	en campi (strikelja kapaja) i Mijo maladanov sprogramovanova can can can can di Mila strikelja kapaja (strikelja kapaja) i stravanovanova kapaja (strikelja kapaja) i stravanovanovanovanovanovanovanovanovanovan
Whey-To-Go	2262786		07/20/99	
en japan, intermetrioren meterioren och				
	The second secon			
		1		***************************************

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RECORDED: 02/12/2009