

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Elephant Pharmacy Holding Company, LLC		04/03/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
Elephant Pharmacy Operating Corporation		04/03/2009	CORPORATION: CALIFORNIA
Elephant Pharmacy, Inc.		04/03/2009	CORPORATION: CALIFORNIA
Elephant Pharmacy, LLC		04/03/2009	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	NutraMarks, Inc.
<b>Street Address:</b>	1500 Kearns Boulevard, B200
<b>City:</b>	Park City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84060
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3304751	ELEPHANT PHARM
Registration Number:	2774070	ELEPHANT PHARMACY
Registration Number:	3306058	E ELEPHANT PHARM
Registration Number:	3563661	E
Registration Number:	3386869	RX
Registration Number:	3453426	THE CURE FOR THE COMMON DRUG STORE
Serial Number:	78519906	ELEPHANT PHARMACY
Serial Number:	78519912	ELEPHANT PHARMACY
Serial Number:	78930151	ELEPHANT PHARM RX
Serial Number:	77314822	ELEPHANT PHARM

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Serial Number:	77314836	ELEPHANT PHARM
Serial Number:	77316705	PHARM LIFE
Serial Number:	78519914	ELEPHANT SPA

**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  
Correspondent Name: Alison Pitt  
Address Line 1: 1500 Kearns Boulevard, B200  
Address Line 4: Park City, UTAH 84060

ATTORNEY DOCKET NUMBER:	ELEPHANT MARKS
NAME OF SUBMITTER:	Alison Pitt
Signature:	/Alison Pitt/
Date:	04/28/2009

**Total Attachments: 4**  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is entered into as of April 2nd, 2009 (the "Effective Date") by and among Tevis T. Thompson, Jr., Trustee of the chapter 7 bankruptcy estates of Elephant Pharmacy, Inc., Elephant Pharmacy, LLC, Elephant Pharmacy Holding Company, LLC, and Elephant Pharmacy Operating Corporation (collectively, referred to as the "Assignors") and NutraMarks, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignors are the sole and exclusive owners 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 Assignors wish to assign, their 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, Assignors 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, Assignors have 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, Assignors hereby agree as follows:

1. Assignment. Assignors hereby sell, transfer, assign and deliver to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignors 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. Assignors request the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignors 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 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.

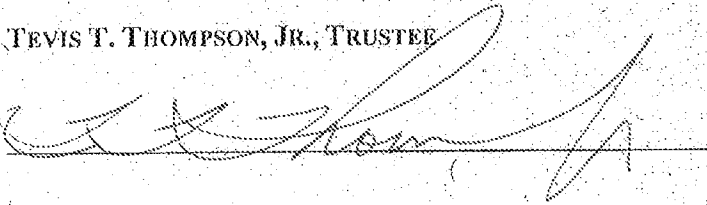
3. Miscellaneous. This Agreement may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and inure to the benefit of the parties hereto and their respective successors 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.

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective as of the date first written above.

ASSIGNORS:

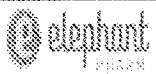



TEVIS T. THOMPSON, JR., TRUSTEE

A handwritten signature in cursive script, appearing to read "Tevis T. Thompson, Jr.", is written over a horizontal line. The signature is fluid and somewhat stylized.

Trademark Assignment

Schedule A

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

Trademark	Serial No./	Regis. No.	International Class	Issuance Date
Elephant Pharmacy®	78/930,147	3,304,751	35	10/2/2007
Elephant Pharmacy®	76/975,795	2,774,070	35 40	10/14/2003
Elephant Pharmacy™	78/519,906		3 4	
Elephant Pharmacy™	78/519,912		5	
 elephant PHARMACY	77/088,692	3,306,058	35	10/9/2007
	77/463,295	3,563,661	35	1/20/2009
 elephant PHARMACY	78/930,151		35	
	78/930,155	3,386,869	35	2/19/2008
The Cure for the Common Drug Store®	77/316,711	3,453,426	35	6/24/2008
Elephant Pharm™	77/314,822		3 4	
Elephant Pharm™	77/314,836		5	
Pharm Life™	77/316,705		16 41	
Elephant Spa™	78/519,914		3 4	

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

Trademark Assignment