

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nutritional Specialties, Inc.		10/09/2009	CORPORATION: NEVADA
Baywood International, Inc.		10/09/2009	CORPORATION: NEVADA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2934702	BAYWOOD
Registration Number:	3645746	BAYWOOD MAKING LIFE BETTER
Registration Number:	3645744	BAYWOOD PURECHOICE
Registration Number:	3645745	BAYWOOD SOLUTIONS
Registration Number:	2652968	CARB ELIMINATOR
Registration Number:	2587061	CHOLES-CONTROL
Registration Number:	2507204	COMPLETE LA FEMME
Registration Number:	3554092	ENDUROGENICS
Registration Number:	2657422	FAT ELIMINATOR
Registration Number:	3214427	LIFE TIME ADVANCED JOINT SUPPORT FORMULA
Serial Number:	77726579	LIFEDEVITY
Registration Number:	2398602	LIFE'S BASICS
Registration Number:	2848285	LIFE'S BASICS

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Registration Number:	2870559	MAZOREAL
Registration Number:	2843086	
Registration Number:	3607158	RESVERATROL LIFE TONIC
Registration Number:	3083709	THERMO TRIM

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:	OTHER LIFETIME MARKS
NAME OF SUBMITTER:	Alison Pitt, Attorney of Record, UT bar
Signature:	/Alison Pitt/
Date:	10/28/2009

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of October 9th, 2009 (the "Effective Date") by and among Nutritional Specialties, Inc., a Nevada corporation ("LifeTIME") and Baywood International, Inc., a Nevada corporation and the sole shareholder (the "Shareholder") (together, LifeTIME and Shareholder are 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 Assignment.

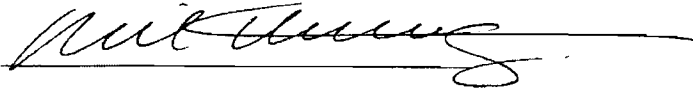
3. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in two or more counterparts (including 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.

ASSIGNORS:

COMPANY:

**NUTRITIONAL SPECIALTIES, INC.
A NEVADA CORPORATION**

By: 

Its: C.E.O.


SHARHOLDER:

**BAYWOOD INTERNATIONAL, INC.
A NEVADA CORPORATION**

By: 

Its: C.E.O.

Trademark Assignment



Schedule A

U.S.P.T.O. Trademark Registrations & Applications

Trademark	Serial No.	Regis. No.	Int'l Class
BAYWOOD	78.236.160	2,934,702	5
BAYWOOD MAKING LIFE BETTER	77.461.453	3,645,746	5
BAYWOOD PURECHOICE	77.461.447	3,645,744	5
BAYWOOD SOLUTIONS	77.461.448	3,645,745	
CARB ELIMINATOR	76.404.400	2,652,968	5
CHOLE-CONTROL	75.620.556	2,587,061	5
COMPLETE LA FEMME	78.024.469	2,507,204	5
ENDUROGENICS	77.497.931	3,554,092	5
FAT ELIMINATOR	76.404.423	2,657,422	5
LIFE TIME ADVANCED JOINT SUPPORT FORMULA	76.360.184	3,214,427	5
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LIFEDEVITY	77.726.579	N/A	5
LIFE'S BASICS	75.618.651	2,398,602	5
LIFE'S BASICS	76.376.120	2,848,285	3
MAZOREAL	78.200.374	2,870,559	5
Miscellaneous Leaf Design	78.236.166	2,843,086	5
RESVERATROL LIFE TONIC	77.379.736	3,607,158	5
THERMO TRIM	78.460.559	3,083,709	5

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

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