

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
Iceland Health, LLC		12/29/2009	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Iceland Health, Inc.		
Street Address:	1301 Sawgrass Corporate Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2784439	ICELANDHEALTH	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-344-4969		
Email:	trademarkdocket@venable.com		
Correspondent Name:	Marcia A. Auberger		
Address Line 1:	575 7th Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-1601		
ATTORNEY DOCKET NUMBER:	60966-287830		
NAME OF SUBMITTER:	Marcia A. Auberger, Esq.		
Signature:	/MAA-hrc/		
Date:	06/04/2010		

CH \$40.00 2784439

Total Attachments: 3
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Assignment of Trademarks

ASSIGNMENT OF TRADEMARKS made this 29th day of December 2009, by Nutrition 21, Inc., a New York corporation ("Nutrition 21"), and Iceland Health, LLC, a New York limited liability company ("Iceland"), to Iceland Health, Inc., a Florida corporation ("Assignee"). Nutrition 21 and Iceland are collectively referred to herein as the "Assignors."

RECITAL

Iceland is a wholly owned subsidiary of Nutrition 21. The Assignors and the Assignee are parties to an Asset Purchase Agreement dated December 29, 2009 (the "Agreement"), pursuant to which the Assignors have agreed to sell to Assignee and Assignee has agreed to buy from the Assignors the Assets (as defined in the Agreement), including without limitation certain trademarks of the Assignors. In accordance therewith, the Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignors' worldwide right, title and interest in, to and under Assignors' registered and unregistered domestic and foreign trademarks and trademark applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, the Assignors do hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignors' worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignors had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

The Assignors will execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Marks.

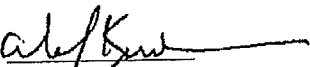
Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Agreement, the Agreement shall govern.

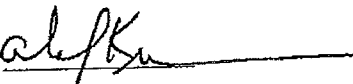
[Signatures to follow]

IN WITNESS WHEREOF, Assignors have caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

Nutrition 21, Inc.

Iceland Health, LLC

By: 

By: 

Name: Alan J. Kirschbaum

Name: Alan J. Kirschbaum

Title: Chief Financial Officer

Title: Chief Financial Officer

SCHEDULE A

Registered Trademarks

ICELANDHEALTH (USA) – Registration No. 2,784,439

ICELANDHEALTH (Canada) – Registration No. TMA683540

ICELANDHEALTH (Japan) – Registration No. 4970102

Diabetes Essentials (US) Registration No. 3,486,629

Diabetes Essentials Nutrition to Go (US) - Registration No. 3,583,999

Pending Trademark Applications

Trademark	Serial Number	Application Date
ICELANDHEALTH (European Union)	Serial No. 4535217	November 7, 2005
Prescriptix (US)	Serial No. 77666566	February 9, 2009