

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
Nutritech Corporation		07/16/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1135481	777
Registration Number:	2531278	ALL ONE
Registration Number:	1781019	ALL ONE PEOPLE
Registration Number:	1360068	ALL-1
Registration Number:	1546053	CALIFORNIA EARTH SHAKE
Registration Number:	1165162	FORMULA 777
Registration Number:	2570209	NUTRATECH
Registration Number:	2516408	NUTRITECH
Serial Number:	78904366	MAXI LOSS
Registration Number:	2766292	NUTRITEXT
Registration Number:	1190299	SPECIALISTS IN NUTRITION TECHNOLOGY
Registration Number:	3401555	THE VITAMIN WITHOUT A PILL
Registration Number:	1785449	ALL ONE PEOPLE
Registration Number:	1033561	NUTRITECH

OP \$390.00 1135481

Registration Number:

1140617

N

CORRESPONDENCE DATA

Fax Number: (435)658-5989

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, Suite B200

Address Line 4: Park City, UTAH 84060

ATTORNEY DOCKET NUMBER:

NUTRITECH - ALL ONE MARKS

NAME OF SUBMITTER:

Alison Pitt

Signature:

/Alison Pitt/

Date:

08/09/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of July 16, 2010 (the "Effective Date") by and among Nutritech Corporation, a California corporation (the "Company") and those parties listed on the signature page hereof and identified thereon as the Shareholders and Members (the "Shareholders") (together, Company and Shareholders 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.

In addition, Assignor hereby assigns to Assignee, its successors, legal representatives and assigns, all rights and obligations of Assignor associated with or arising from that certain Trademark License Agreement, dated March 10, 2010 by and between Assignor and Nutritech,

Inc. (the "Trademark License"), including the right to receive all license fees or other amounts which may be payable thereunder.

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.

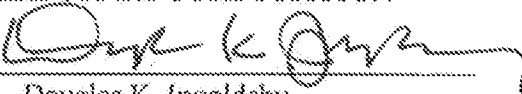
3. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in two or more counterparts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

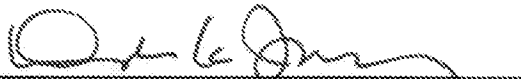
COMPANY:

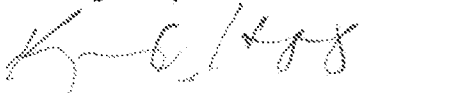
NUTRITECH CORPORATION,
A CALIFORNIA CORPORATION

By: 
Douglas K. Ingoldsby

Its: Chief Executive Officer

SHAREHOLDERS:

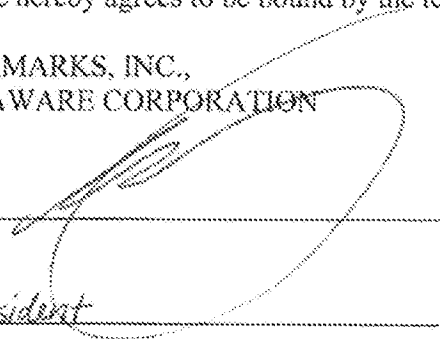

Douglas K. Ingoldsby


Katherine Huff

ASSIGNEE:

Assignee hereby agrees to be bound by the terms and conditions of the Trademark License.

NUTRAMARKS, INC.,
A DELAWARE CORPORATION




By: 

Its: President


Trademark Assignment

Trademarks

Sellers are transferring all of their respective trademarks to Buyer. Sellers believe that the following list is complete; however, it is acknowledged by the parties that this list may not include all trademarks of Sellers. Sellers and Buyer agree to cooperate on any marks intended to be transferred.

Trademark	Owner	Status	Date Filed	Serial No.	Registration Date	Registration No.	Continuous Filing Deadline	Next Action Due
777	Nutritech Corporation	®	3/26/1979	73/208,858	5/29/1980	1,135,481	8/20/2010	Renewal
ALL ONE	Nutritech Corporation	®	12/22/1999	75/679,759	1/22/2002	2,531,276	1/22/2012	Renewal
ALL ONE PEOPLE	Nutritech Corporation	®	6/24/1991	74/178,867	7/13/1993	1,781,019	7/13/2010	Renewal
ALL-1	Nutritech Corporation	®	12/13/1984	73/513,368	9/17/1985	1,380,068	9/17/2015	Renewal
California Earth Shake	Nutritech Corporation	TM	10/25/1988	73/756,743	7/4/1990	1,546,053	none	cancelled
Formula 777	Nutritech Corporation	®	3/26/1979	73/208,857	6/18/1981	1,165,192	8/16/2011	Renewal
MAXI LDSS	Nutritech Corporation	TM	8/8/2008	78/804,356				Abandoned
NUTRITECH	Nutritech Corporation	®	12/1/2000	78/037,518	5/14/2002	2,570,206	5/14/2012	Renewal
NUTRITECH	Nutritech Corporation	®	12/22/1999	75/879768	12/11/2001	2,518,408	12/11/2010	Renewal
NUTRITEXT	Nutritech Corporation	®	3/4/2002	76/376,225	9/20/2003	2,786,292	9/20/2009	Section 8 & 15
Specialists in Nutrition Technology	Nutritech Corporation	TM	5/11/1978	73/215,171	2/16/1982	1,190,296	none	cancelled
THE VITAMIN WITHOUT A PILL	Nutritech Corporation	®	7/26/2007	77/236,827	3/26/2008	3,401,556	3/26/2014	Section 8 & 15
	Nutritech Corporation	®	6/24/2010	74/179,101	8/3/1993	1,785,449	8/3/2013	Renewal
	Nutritech Corporation	®	12/21/1973	73/066,397	2/17/1976	1,033,561	2/17/2016	Renewal
	Ingolusby, Inc	TM	3/5/1979	73/206,982	10/21/1980	1,140,617	none	cancelled



Trademark	Owner	Status	Date Filed	Serial No	Registration Date	Registration No.	Continuous Filing Deadline	Next Action Due
	NutriSeth Corporation	™	10/25/1985	73759743	7/4/1988	1,546,053	none	cancelled