

**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
The Heritage Store, Inc.		10/14/2010	CORPORATION: VIRGINIA

**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: 8**

Property Type	Number	Word Mark
Registration Number:	1257388	DERMAGLOW
Registration Number:	1263368	FORMULA 637
Registration Number:	1260356	PEDICURE
Registration Number:	1257387	SCARMASSAGE
Registration Number:	1263369	TEMPLE HEALER
Registration Number:	2740540	THE HERITAGE
Registration Number:	2740538	THE HERITAGE
Registration Number:	2740536	THE HERITAGE

**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

OP \$215.00 1257388

Address Line 4: Park City, UTAH 84060

ATTORNEY DOCKET NUMBER:	HERITAGE MARKS
NAME OF SUBMITTER:	Alison Pitt
Signature:	/Alison Pitt/
Date:	11/03/2010

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of October 14, 2010 (the "Effective Date") by and among The Heritage Store, Inc., a Virginia corporation doing business as "Heritage Products" (the "Company") and the sole shareholder of the Company (the "Shareholder") (together, Company 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 Utah 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.

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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:

COMPANY:

THE HERITAGE STORE, INC.  
A VIRGINIA CORPORATION

By: Thomas L. Johnson  
Thomas L. Johnson

Its: President, Secretary & Treasurer

SHAREHOLDER:

DB

Thomas L. Johnson  
Thomas L. Johnson

Schedule A

Trademark	Serial No.	Regs. No.	Issuance Date	Int'l Class
DERMAGLOW	73,390,062	1,257,388	11/15/1983	5
FORMULA 637	73,390,058	1,263,368	1/10/1984	5
PEDICURE	73,391,031	1,260,356	12/6/1983	5
SCARMASSAGE	73,390,061	1,257,387	11/15/1983	5
TEMPLE HEALER	73,390,059	1,263,369	1/10/1984	5
THE HERITAGE	78,162,044	2,740,540	7/22/2003	44
THE HERITAGE	78,162,035	2,740,538	7/22/2003	43
THE HERITAGE	78,162,021	2,740,536	7/22/2003	35

*The  
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