

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
TRC Nutritional Labs, Inc.		10/07/2010	CORPORATION: OKLAHOMA
TRC Minerals, Inc.		10/07/2010	CORPORATION: UTAH
The Rockland Corporation		10/07/2010	CORPORATION: OKLAHOMA
Elmer Heinrich		10/07/2010	INDIVIDUAL: UNITED STATES
Shirley Heinrich		10/07/2010	INDIVIDUAL: UNITED STATES
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: 10			
Property Type	Number	Word Mark	
Registration Number:	2154972	BODY BOOSTER	
Registration Number:	2252434	LIQUID LIFE	
Registration Number:	2448449	LIQUID LOGIC	
Registration Number:	2319127	ROCKLAND	
Registration Number:	2158884	TRC MINERALS	
Registration Number:	2919121	VAST VITALITY	
Registration Number:	3204416	TURBO TABS	
Registration Number:	3248385	SENONIAN COMPOST	
Serial Number:	78232472	SIZZLING MINERALS	
Serial Number:	75282865	ZING	

OP \$265.00 2154972

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:	TRC MARKS
NAME OF SUBMITTER:	Alison Pitt
Signature:	/Alison Pitt/
Date:	11/03/2010

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is entered into as of October 7, 2010 (the "Effective Date") by and among TRC Nutritional Labs, Inc., a corporation organized under the Laws of the State of Oklahoma, debtor and debtor-in-possession ("TRC"), TRC Minerals, Inc., a corporation organized under the Laws of the State of Utah ("TRCM") The Rockland Corporation, a corporation organized under the Laws of the State of Oklahoma ("Rockland"), Elmer G. Heinrich a/k/a Elmer Heinrich, an individual residing in Tulsa, Oklahoma ("E. Heinrich"), and Shirley Heinrich, an individual residing in Tulsa, Oklahoma ("S. Heinrich"; each of TRC, TRCM, Rockland, E. Heinrich, and S. Heinrich sometimes referred to herein individually as a "Assignor" and collectively as the "Assignors"), and NutraMarks, Inc., a corporation organized under the Laws of the State of Delaware ("Assignee").

WHEREAS, Assignee and Assignors have entered into a Purchase Agreement (the "Nutra Purchase Agreement"; capitalized terms used but not defined in this Assignment shall have the meanings assigned to such terms in the Nutra Purchase Agreement) dated September 3, 2010, pursuant to which Sellers have agreed to sell, and Buyer has agreed to purchase, certain assets described therein;

WHEREAS, Assignors are the sole and exclusive owners of the entire right, title and interest in and to the Intellectual Property and goodwill appurtenant thereto. For purposes of this Assignment, Intellectual Property has the same meaning provided such term in the Nutra Purchase Agreement, but includes without limitation all the registered trademarks listed on Schedule A and all the unregistered trademarks listed on Schedule B as well as all other common law trademarks associated with the products sold by Assignors during the operation of the Business prior to the Closing Date.

WHEREAS, Assignee wishes to acquire, and Assignors wish to transfer and assign, their right, title and interest in and to the Intellectual Property and the Business and goodwill of the Business in connection with which the aforesaid Intellectual Property 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 Intellectual Property, whether registered or unregistered (including all common law rights) together with the business and goodwill of the business in connection with which the aforesaid Intellectual Property 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 Intellectual Property; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Intellectual Property, including, but not limited to, testifying as to any facts relating to the Intellectual Property assigned herein and this Assignment; (c) in obtaining any additional protection for the Intellectual Property 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.

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

ASSIGNORS:

TRC NUTRITIONAL LABS, INC.

By: _____

Name: _____

Title: President

TRC MINERALS, INC.

By: _____

Name: _____

Title: President

THE ROCKLAND CORPORATION

By: _____

Name: _____

Title: President

Elmer Heinrich

Shirley Heinrich

SCHEDULE A

REGISTERED TRADEMARKS

(Note: not all may be active)

<u>Trademark</u>	<u>Country of Registration</u>	<u>Registration/Application Number</u>
BODY BOOSTER	USA	2,154,972
LIQUID LIFE	Australia	769194
LIQUID LIFE	Europe/CTM	902403
LIQUID LIFE	Mexico	596068
LIQUID LIFE	New Zealand	296129
LIQUID LIFE	USA	2,252,434
LIQUID LOGIC	USA	2,448,449
LIQUID LOGIC	Europe/CTM	1625649
ROCKLAND	USA	2,319,127
TRC MINERALS	USA	2,158,884
VAST VITALITY	USA	2,919,121
TURBO TABS	USA	3,204,416
Senonian Compost	USA	3,248,385
Sizzling Minerals	USA	78232472
ZING	USA	75282865

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Intellectual Property Assignment