

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
Mineral Life Corporation		01/21/2011	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Life Minerals, LLC		
Street Address:	27 S Main		
City:	Nephi		
State/Country:	UTAH		
Postal Code:	84648		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1634631	MINERAL LIFE	
CORRESPONDENCE DATA			
Fax Number:	(816)415-1925		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816-415-1919		
Email:	information@azomite.com		
Correspondent Name:	Life Minerals, LLC		
Address Line 1:	7406 NE 84th Terrace		
Address Line 4:	Kansas City, MISSOURI 64157		
NAME OF SUBMITTER:	Allison Long		
Signature:	/al/		
Date:	02/03/2011		

OP \$40.00 1634631

Total Attachments: 5
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**TRADEMARK
 REEL: 004468 FRAME: 0633**

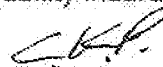
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Asset Sale and Purchase Agreement

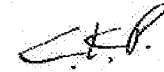
This purchase agreement between Life Minerals, LLC, a Utah Limited Liability Company located at 27 S. Main, Nephi UT 84648 (Purchaser), a wholly owned subsidiary of AZOMITE Mineral Products Inc., a Missouri Corporation located at 7406 NE 84th Terrace, Kansas City, MO 64157 (AMP); and Mineral Life Corporation, 3785 South 700 East, Second Floor, Salt Lake City, Utah 84106 (Seller).

Purchaser wishes to acquire from Seller, a customer list and the right to service existing customers, certain inventory and all manufacturing and/or processing equipment of the Mineral Life Corporation as well as the name and trade mark "Mineral Life". Seller warrants that there are no outstanding claims or encumbrances on the subject property.

- Property sold. The rights to all physical property currently owned by Seller, excluding computer equipment and data, shall be transferred to Purchaser by Seller upon delivery to Seller of the \$100,000.00 of stock certificates described in paragraph 2 of this agreement. Such property shall include the Mineral Life trade mark and the assets described in Exhibit A, which includes all customer lists, vendor contacts, manufacturing equipment, product inventories, supplies, electronic data, videos on manufacturing and operating procedures, furniture, fixtures and any other assets owned by Seller except for the computer equipment.
- Purchase Price, Shares and Production Payment. The purchase price for the assets described above is two hundred thousand dollars (\$200,000.00) to be paid in the form of ninety thousand dollars (\$90,000.00) of preferred shares in AMP (9,000 shares of \$10 par 3% cumulative); ten thousand dollars (\$10,000.00) of common stock in AMP (1,000 shares of \$10 par); and a \$100,000.00 production payment, payable at the rate of five percent (5%) based on all of Purchaser's Sales of products intended for consumption by humans (gross sales, before packaging and shipping costs). Purchaser's Sales shall be defined as any sales for human ingestion or human topical application, (such as cosmetics etc.) by Purchaser, AMP, or any of AMP's related or subsidiary entities or by any entity that becomes a successor to Purchaser until the total amount of \$100,000 has been paid to the Seller as production payments.
- Retained Inventory. Seller shall remove and either destroy the product or use the product personally all outdated chewable tablets from the premises and shall be entitled to retain up to the equivalent of 300 pounds of finished micronized mineral product for use by Seller's employees. Seller shall retain ownership of all computer equipment currently owned by Seller.
- Removal of Assets and Preparation of Premises. Purchaser shall at Purchaser's sole expense move all inventory, machinery, equipment, furnishings and supplies belonging to Seller from the current manufacturing facility maintained by Seller located at 3604 Via Terra Street, Salt Lake City, UT 84115 by February 28, 2011 and shall perform all repairs made necessary by Purchaser's removal of said items from the premises and cleaning necessary to make premises reasonably acceptable. Purchaser shall interface with landlord to try to obtain agreement that premises are acceptable to landlord. Purchaser shall indemnify and hold harmless Seller for any liabilities that may be incurred based on Purchaser's operations or use of the manufacturing facility.
- Website. All rights to the Seller's website shall be assigned to Purchaser, along with the providing of passwords and information on how to maintain and update such website.
- Product Liability Insurance. Information needed to place product liability insurance at rates similar to those paid by Seller in the past.



7. Information needed to do business in the human consumption arena, such as:
 - a. Where to have chewable tablets manufactured
 - b. Where to have caplets manufactured
 - c. Where to purchase needed supplies in general
 - d. Where specifically to purchase bottles, buckets and labels
 - e. How to sell product into Korea.
8. Sellers Right to Assign. Purchaser's obligation hereunder is assignable by Seller; Seller may at any time notify Purchaser in writing of such a successor. All rights belonging to Seller under this agreement shall be transferrable in part or in whole subject to assignment and written notification from Seller to Purchaser at any time.
9. Payment of Production Payment. The production payments described herein shall be made to Seller for each calendar quarter by the 25th of the month following the end of every calendar quarter, or more often as Purchaser may elect from time to time. In any event, the said production payment obligation may be terminated at any time upon the payment of a lump sum equal to the then outstanding balance owed under this agreement. If Purchaser becomes delinquent in fulfilling any payment obligations and such delinquency continues for a period of 30 or more days, then interest at the rate of LIBOR plus 10% shall accrue on the total remaining balance of the production payment, increasing the total production payment payable by Purchaser until production payments due have been remitted to Seller.
10. Right to Audit. Subject to reasonable notice, Seller shall be allowed to perform a limited audit of Purchasers accounting records and associated documents in order to verify compliance with the payment obligation contained in this agreement and shall be allowed reasonable access to all information in Purchasers possession needed to perform any such audit(s).
11. Customers Introduced. Seller shall send a notice to all customers, or at least all customers active within the past year, introducing Purchaser, and providing Purchaser's name, and contact information.
12. Successors. This agreement shall inure to the benefit of, and be binding upon the parties hereto, their successors, heirs, distributors, executors, administrators, legal representatives, assigns, and upon their respective successors in interest. However, prior to Seller receiving payment in full for the preferred shares of stock in AMP, no assignment of, or transfers of, a majority ownership interest in AMP may be made without the written approval of Seller.
13. Warranties. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any termination or expiration of this Agreement.
14. Notice. Any notice required or permitted by this Agreement shall be in writing and effectively delivered for all purposes if delivered personally, by overnight delivery service or by United States mail, certified mail, postage prepaid, return receipt requested or via verifiable electronic transmission such as fax or email.



Notifications address if to Seller: Mineral Life Corporation
Attn: Craig Poulton Re: Assets Sold
3785 South 700 East,
Salt lake City, Utah 84106

Notifications address if to Purchaser: Life Minerals, LLC
Attention: AZOMITE Mineral Products, Inc.,
Sole Member of Life Minerals, LLC
PO Box 21
27 S. Main
Nephi UT 84648

All notices shall be deemed delivered upon receipt.

15. Seller Warrants. Seller hereby warrants that Seller has approval from its Board of Directors and Stockholders to enter into this Asset Sale and Purchase Agreement.
16. Purchaser Warrants. Purchaser hereby warrants that Purchaser has appropriate approval to enter into this Asset Sale and Purchase Agreement.
17. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
18. Governing Law. All questions with respect to the construction, performance and enforcement of this Agreement, and the rights and liabilities of the parties hereunder, shall be determined in accordance with the laws of the State of Utah. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of Utah. Each party hereby consents to, and agrees not to contest, the jurisdiction of the federal, state and local courts located within the State of Utah.
19. Headings. The headings, if any, of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.
20. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.
21. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

C.K.P.



22. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

23. Attorneys Fees and Costs. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, court costs and expenses.


Dated this 19th day of January, 2011

Life Minerals, LLC (Purchaser)

Signed By: 
W. Wesley Emerson, President of AZOMITE Mineral Products, Inc.,
The Sole Member of Life Minerals, LLC

WITNESS: Debbie Hatten
Print Name: Debbie Hatten

MINERAL LIFE CORPORATION (Seller)

Signed By:  signed 21 January 2011 Austin time
C.K.P.
Print Name: Craig K. Poulton

WITNESS: Diane Poulton
Print Name: Diane Poulton

Exhibit A

List of Assets specifically included in the sale:

1. Processing machinery and equipment.
2. Inventory.
3. Two forklifts.
4. Packaging containers and supplies.
5. Labels.
6. Furniture and non-computerized office equipment.
7. Customer lists and computer files providing documentation to allow for continuity of service to customers.
8. Shelving and tools. *physical C.R.P.*
9. Any other assets owned by Seller that have not specifically been excluded.

C.R.P.