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
Mia Rose Products, Inc.		10/27/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1291749	AIR THERAPY
Registration Number:	1417150	AIR THERAPY
Registration Number:	1707699	CITRI-GLOW
Registration Number:	2241090	CITRUS TREASURE
Registration Number:	1264682	MIA ROSE

CORRESPONDENCE DATA

Fax Number: (435)658-5989 435-655-6000 Phone: Email: legal@nutracorp.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Alison Pitt

Address Line 1: 1500 Kearns Boulevard, Suite B200

Address Line 4: Park City, UTAH 84060

TRADEMARK

REEL: 004651 FRAME: 0006

ATTORNEY DOCKET NUMBER:	MIA ROSE
NAME OF SUBMITTER:	Alison Pitt, Attorney of record, UT bar
Signature:	/Alison Pitt/
Date:	10/28/2011
Total Attachments: 4 source=Mia Rose.Trademark Assignment#p source=Mia Rose.Trademark Assignment#p source=Mia Rose.Trademark Assignment#p source=Mia Rose.Trademark Assignment#p	page2.tif page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "<u>Assignment</u>") is entered into as of October 27, 2011 (the "<u>Effective Date</u>") by and among Mia Rose Products, Inc., a California corporation (the "<u>Company</u>") and Mia Rose Palencar the sole shareholder of the Company (the "<u>Shareholder</u>") (together, Company and Shareholder are collectively referred to as the "<u>Assignors</u>") and NutraMarks, Inc., a Delaware corporation ("<u>Assignee</u>").

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 <u>Schedule A</u> hereto and all variations thereof, whether one or more (the "<u>Marks</u>");

WHEREAS, Assignce 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. <u>Further Assistance</u>. 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

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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. <u>Miscellaneous</u>. 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.

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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:

MIA ROSE PRODUCTS, INC. A CALLFORNIA CORPORATION

Vida Rose Pale

Its:

SHAREHOLDER:

Mia Ruse Nalencas

Trademark Assignment



EXHIBIT A TRADEMARK ASSIGNMENT

MA ROSE PRODUCTS, INC. U.S. Trademark Status Report

RECORDED: 10/28/2011

3888	Classificada	App No./ App Date	Reg No.1	
	5. Air freshaning and purifying preparations in liquid form	73/385,877	2,727,78 22,828 2,828,78	REGISTERED
				Remayai due 82814
1	5. Air freschering and purifying preparations in liquid form	72/251,599	1,417,150	RECISTERED
				Renewal dua 11/18/16
	3: Multi-purpose cleaning preparation	747220,145 11/8/91	1,707,699 8/18/92	REGISTERED
-		e de la company de la comp		Renowal due 8/18/12
gannen	5. Air fresherring and purifying preparations	75242,132 21487	2,241,090	REGISTERED
	A00000 A000			Removal das 470/19
	5: Air frestrening and purifying preparations in liquid form	73/385,876 9/16/82	1,254,682	REGISTERED
				Renewal the 1/24/14
	 Air freshering and purifying preparations in liquid form 	WA	972/82	REGISTERED
				Remarkal dus 9/22/12

Confidential Attorney-Cilent Privileged

Knobbe Martens

Updated August 3, 2011

TRADEMARK REEL: 004651 FRAME: 0011

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