

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
Collective Wellbeing, LLC		11/22/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
Davies Gate, LLC		11/22/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
KeyLine DNP, LLC		11/22/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	NutraMarks, Inc
Street Address:	1500 Kearns Blvd
City:	Park City
State/Country:	UTAH
Postal Code:	84060
Entity Type:	CORPORATION: UTAH

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3167384	A BEAUTIFUL WORLD BEGINS WITH YOU
Registration Number:	3314279	CATEGORY 5
Registration Number:	3320892	CHANGE FOR THE BETTER
Registration Number:	2901775	COLLECTIVE BEAUTY
Registration Number:	2899874	COLLECTIVE WELLBEING
Registration Number:	2982442	COLOR MANETENANCE
Registration Number:	3360354	COMMUNITY HEALTH AND WELLNESS
Registration Number:	3065099	CURL TAMER
Registration Number:	3023146	FLAKE FIGHTER
Registration Number:	2989274	GOOD GLIDE
Registration Number:	3320941	CLEAN CHANGE

TRADEMARK

Registration Number:	3359771	HOT PORE
Registration Number:	3105207	LESS IS MORE
Registration Number:	3316667	NEVER FADE AWAY
Registration Number:	3001288	NIGHT QUENCHING CREAM
Registration Number:	3054854	PARTNER IN SHINE
Registration Number:	3316867	RIGHT TO SHINE
Registration Number:	3629039	SPOT CONTROL
Registration Number:	3917316	SUPERCritical
Registration Number:	3143674	WEIGHTLESS DAYCREAM
Registration Number:	3204480	WHIRLED PEAS
Registration Number:	3346510	ALLSPICE
Registration Number:	3277564	LEMON MADE
Registration Number:	3579574	LEMON-MADE
Registration Number:	3656814	DAVIES BABIES
Registration Number:	3615037	GARDEN-MADE
Registration Number:	3575563	ALLSPICE
Registration Number:	2718980	DAVIES BABIES
Registration Number:	2793887	SEEDS & GRAINS
Registration Number:	2751248	DAVIES GATE PURE
Registration Number:	2253639	DG DAVIES GATE
Registration Number:	2178098	DAVIES GATE
Registration Number:	1842618	GARDEN-MADE

CORRESPONDENCE DATA

Fax Number: 4356585989
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 801-334-3923
Email: legal@nutracorp.com
Correspondent Name: Alison Pitt
Address Line 1: 1500 Kearns Blvd
Address Line 4: Park City, UTAH 84060

ATTORNEY DOCKET NUMBER:	COLLECTIVE WELLBEING
NAME OF SUBMITTER:	Alison Pitt
Signature:	/Alison Pitt/
Date:	07/17/2012

TRADEMARK

REEL: 004823 FRAME: 0356

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of November 22, 2011 (the "Effective Date") by and among Collective Wellbeing, LLC, Davies Gate, LLC and Keyline DNP, LLC, each a California limited liability company (together, the "Assignor") and NutraMarks, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner 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 Assignor wishes to assign, its 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, Assignor 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, Assignor has 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, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor 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 Assignor if this assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor 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.

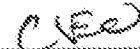
3. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of California and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in two or more counterparts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

ASSIGNOR:

COLLECTIVE WELLBEING, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY


By: 
Jack Davies

Its: 

DAVIES GATE, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

By: 
John G. Davies, Jr., President

KEYLINE DNP, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

By: 
John G. Davies, Jr., President

Schedule A to Trademark Assignment

Trademark Assignment

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TRADEMARK
REEL: 004823 FRAME: 0361

Trademarks

No.	Trademark	Inventor	State of Invention	Country	Serial No.	Filing Date	Class No.	Examination Date	Product Description for the Trademark	Date of First Use	Registration Office	Registration No.	Registered Next
1	A Beautified World Begins With You	ELLIC Coltonne Wellbeing, CA	CA	USA	78,494,144	4/11/2004	3,167,144	11/20/2004	skin care preparations, namely, liquid soaps for hands, face and body; skin lotion; non-scented bath oils; cologne; hair and body products; hair care preparations, non-scented hair care preparations	12/1/2002	Austria	1,177,013	12/1/2002
2	A More Beautified World Starts With You	ELLIC Coltonne Wellbeing, CA	CA	USA	78,377,920	4/11/2004	2,905,683	11/20/2004	skin care preparations, namely, liquid soaps for hands, face and body; skin lotion; non-scented bath oils; cologne; hair and body products; hair care preparations, non-scented hair care preparations	12/1/2002	Austria	1,177,013	12/1/2002
3	Category 5	ELLIC Coltonne Wellbeing, CA	CA	USA	78,460,268	2/16/2004	3,114,274	10/14/2004	skin care preparations, namely, non-scented soaps, face lotion, face cleanser, skin lotion, eye makeup	12/1/2002	Austria	1,177,013	12/1/2002
4	Change for the Better	ELLIC Coltonne Wellbeing, CA	CA	USA	78,792,214	12/29/2004	3,175,330	10/27/2004	skin care preparations, namely, non-scented soaps, face lotion, face cleanser, skin lotion, eye makeup	12/1/2002	Austria	1,177,013	12/1/2002
5	Clear Change	ELLIC Coltonne Wellbeing, CA	CA	USA	78,799,231	11/10/2004	3,275,944	10/27/2004	skin care preparations, namely, non-scented soaps, face lotion, face cleanser, skin lotion, eye makeup	12/1/2002	Austria	1,177,013	12/1/2002
6	Collective Beauty	ELLIC Coltonne Wellbeing, CA	CA	USA	78,311,386	10/24/2004	2,931,773	11/20/2004	skin care preparations, namely, liquid soaps for hands, face and body; skin lotion; non-scented bath oils; cologne; hair and body products	12/1/2002	Austria	1,177,013	12/1/2002
7	Coltonne Wellbeing	ELLIC Coltonne Wellbeing, CA	CA	USA	78,317,943	10/24/2004	2,899,274	11/20/2004	skin care preparations, namely, liquid soaps for hands, face and body; skin lotion; non-scented bath oils; cologne; hair and body products	12/1/2002	Austria	1,177,013	12/1/2002
8	Color Makeup	ELLIC Coltonne Wellbeing, CA	CA	USA	78,494,137	4/11/2004	2,942,447	10/27/2004	skin care preparations, namely, liquid soaps for hands, face and body; skin lotion; non-scented bath oils; cologne; hair and body products	12/1/2002	Austria	1,177,013	12/1/2002
9	Community Health and Wellness	ELLIC Coltonne Wellbeing, CA	CA	USA	78,267,254	9/16/2004	3,000,254	11/20/2004	skin care preparations, namely, liquid soaps for hands, face and body; skin lotion; non-scented bath oils; cologne; hair and body products	12/1/2002	Austria	1,177,013	12/1/2002
10	Ear Luster	ELLIC Coltonne Wellbeing, CA	CA	USA	78,494,140	4/11/2004	2,942,449	11/20/2004	skin care preparations, namely, liquid soaps for hands, face and body; skin lotion; non-scented bath oils; cologne; hair and body products	12/1/2002	Austria	1,177,013	12/1/2002
11	Power of Peace	ELLIC Coltonne Wellbeing, CA	CA	USA	78,494,208	4/11/2004	3,000,260	11/20/2004	skin care preparations, namely, liquid soaps for hands, face and body; skin lotion; non-scented bath oils; cologne; hair and body products	12/1/2002	Austria	1,177,013	12/1/2002
12	Plus Right	ELLIC Coltonne Wellbeing, CA	CA	USA	78,494,210	4/11/2004	3,000,262	11/20/2004	skin care preparations, namely, liquid soaps for hands, face and body; skin lotion; non-scented bath oils; cologne; hair and body products	12/1/2002	Austria	1,177,013	12/1/2002
13	Good Girls	ELLIC Coltonne Wellbeing, CA	CA	USA	78,494,212	4/11/2004	3,000,264	11/20/2004	skin care preparations, namely, liquid soaps for hands, face and body; skin lotion; non-scented bath oils; cologne; hair and body products	12/1/2002	Austria	1,177,013	12/1/2002
14	Your Way	ELLIC Coltonne Wellbeing, CA	CA	USA	78,494,214	4/11/2004	3,000,266	11/20/2004	skin care preparations, namely, liquid soaps for hands, face and body; skin lotion; non-scented bath oils; cologne; hair and body products	12/1/2002	Austria	1,177,013	12/1/2002

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Trademarks

No.	Trademark	Inventor	Class	Country	Serial No.	Filing Date	Pub. No.	Pub. Date	Int. Class	Priority Date	App. No.	App. Date	App. Status	Year of Issue	App. No.	App. Date	App. Status
1	Allegian	Dennis Glen, LLC	CA	USA	78,941,736	1/27/2010	3,245,119	11/27/2010	3	1/27/2010	3	11/27/2010	Active	611201	11/27/2010	Active	11/27/2010
2	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,737	1/27/2010	3,245,120	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
3	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,738	1/27/2010	3,245,121	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
4	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,739	1/27/2010	3,245,122	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
5	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,740	1/27/2010	3,245,123	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
6	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,741	1/27/2010	3,245,124	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
7	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,742	1/27/2010	3,245,125	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
8	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,743	1/27/2010	3,245,126	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
9	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,744	1/27/2010	3,245,127	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
10	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,745	1/27/2010	3,245,128	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
11	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,746	1/27/2010	3,245,129	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
12	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,747	1/27/2010	3,245,130	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
13	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,748	1/27/2010	3,245,131	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
14	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,749	1/27/2010	3,245,132	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
15	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,750	1/27/2010	3,245,133	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
16	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,751	1/27/2010	3,245,134	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
17	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,752	1/27/2010	3,245,135	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
18	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,753	1/27/2010	3,245,136	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010
19	Allegian Gear Bagger Patch	Dennis Glen, LLC	CA	USA	78,941,754	1/27/2010	3,245,137	11/27/2010	3	1/27/2010	3	11/27/2010	Abandoned	611201	11/27/2010	Abandoned	11/27/2010

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