

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
Tri Medica International, Inc.		04/01/2013	CORPORATION: ARIZONA
Joseph Christy		04/01/2013	INDIVIDUAL:
Martha Christy		04/01/2013	INDIVIDUAL:

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:	4184983	ALKAMAX
Registration Number:	2943276	ALL COMPLETE ENZYMES
Registration Number:	4184984	GROBUST
Registration Number:	3183597	LIVERHELP
Registration Number:	3177125	SILVAFRESH
Registration Number:	4212564	SILVASOLUTION
Registration Number:	4204375	SLIMSWEET
Registration Number:	4100455	TRIMEDICA

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: 435-655-6000

OP \$215.00 4184983

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:	TRIMEDICA ACQUISITION
NAME OF SUBMITTER:	Alison Pitt, Attorney of record, UT bar
Signature:	/Alison Pitt/
Date:	06/17/2013

Total Attachments: 5
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Trademark Assignment

Handwritten initials

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of April 1, 2013 (the "Effective Date") by and among Tri Medica International, Inc., an Arizona corporation (the "Company") and the shareholders and members of the Company (the "Shareholders") (together, Company and Shareholders 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.

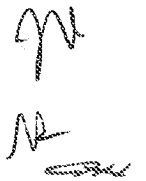
NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignors hereby agree as follows:

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.

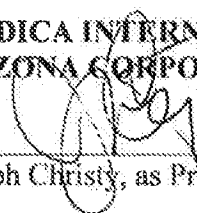


IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, all effective as of the date first written above.

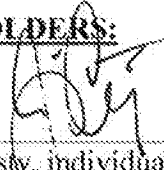
ASSIGNORS:

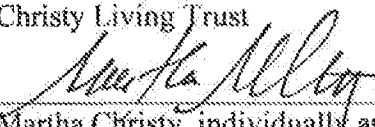
COMPANY and SHAREHOLDERS:

**TRI MEDICA INTERNATIONAL, INC.,
AN ARIZONA CORPORATION**

By: 
Joseph Christy, as President

SHAREHOLDERS:


Joseph Christy, individually as a Shareholder
and as Member of the Company
in his capacity as a Trustee of the
Christy Living Trust


Martha Christy, individually as a Shareholder
and as Member of the Company in her capacity as
a Trustee of the Christy Living Trust

Trademark Assignment



Schedule A

Serial Number	Reg Number	Word Mark	Check Status	Live/Dead
LIVE				
1	85247318	4184983	ALKAMAX	TSDR LIVE
2	78420590	2943278	ALL COMPLETE ENZYMES	TSDR LIVE
3	85247391	4184984	IGROBLIST	TSDR LIVE
5	75800007	3183597	LIVERHELP	TSDR LIVE
7	78798132	3177125	SILVAFRESH	TSDR LIVE
8	85379045	4212564	SILVASOLUTION	TSDR LIVE
9	85228136	4204375	SLIMSWEET	TSDR LIVE
11	76702839	4100455	TRIMEDICA	TSDR LIVE
Serial Number	Reg Number	Word Mark	Check Status	Live/Dead
DEAD				
1	75943893	2444329	AROMALIFE	TSDR DEAD
2	76411705		BOUNCEBACK	TSDR DEAD
3	78314111		BRAINWORX	TSDR DEAD
4	75943892	2444328	CHITOSLIM	TSDR DEAD
5	76001605	2436997	CIGCESS	TSDR DEAD
6	75531064		COLD COMBAT!	TSDR DEAD
7	76479595	2750177	CORCAL	TSDR DEAD
8	78313524	2875086	DEEPPREAMS	TSDR DEAD
9	76335011		FEMALIVE	TSDR DEAD
10	76335021		FEMEASE	TSDR DEAD
11	78419160		FEMME ALLURE	TSDR DEAD
12	77079711		FLEXASSURE	TSDR DEAD
13	76188353		FLEXATION	TSDR DEAD
14	76411704		GREENLITES	TSDR DEAD
15	75943667		HEMORRAIDE	TSDR DEAD
16	78513735		ISOVOY	TSDR DEAD
17	76198919		IT'S ALL ME	TSDR DEAD
18	76466752		LUTEINEYES	TSDR DEAD
19	76073415	2452269	MEGA GHG	TSDR DEAD
20	78548527		NATTOHEART	TSDR DEAD
21	75943894	2622883	NUTRACLUB	TSDR DEAD
22	75943668		NUTRAMED	TSDR DEAD
23	75864829	2398017	NUTRIDEX	TSDR DEAD
24	78549070		OCTEOHELP	TSDR DEAD
25	78314501	2875093	PERFORMANCERX	TSDR DEAD
26	76271683		PH POWER	TSDR DEAD
27	76456753		PHASEOTHIN	TSDR DEAD
28	76385452		PHIZZ-EASE	TSDR DEAD
29	75577656		PRO - G +	TSDR DEAD
30	78314519	2875094	PROBUST	TSDR DEAD
31	75572793		PRODAPTIVE	TSDR DEAD
32	75943891		PROGESTA	TSDR DEAD
33	76354209		PURMSM	TSDR DEAD
35	76359011	2621322	SEAGEST	TSDR DEAD
36	75643207		SILVERAIDE	TSDR DEAD
37	75602898		SILVEREASE	TSDR DEAD
38	76032764	2461538	SLIMSWEET	TSDR DEAD
39	76481606		SURECHELATE	TSDR DEAD
40	76245461		TINGLILITE	TSDR DEAD
41	76466751		VIRHELIFE	TSDR DEAD
42	78313580	2875087	VISICLEAR	TSDR DEAD
43	75562799	2349562	VITALYEW	TSDR DEAD

Together with any existing or expired applications of any kind and the rights to continue to revive and/or prosecute the same.

And any and all common law rights associated with the foregoing and the following products or product names:

me
me