

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
Nutralab, Inc.		02/28/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Geopharma, Inc.		
Doing Business As:	DBA Innovative Health Products, Inc.		
Street Address:	6950 Bryan Dairy Road		
City:	Largo		
State/Country:	FLORIDA		
Postal Code:	33777		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78441507	DEX-L10 CERTIFIED GOLD	
CORRESPONDENCE DATA			
Fax Number:	(813)229-1660		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	813-229-7600		
Email:	ttimmerman@slk-law.com		
Correspondent Name:	J. Todd Timmerman		
Address Line 1:	101 East Kennedy Boulevard, Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	J. Todd Timmerman		
Signature:	/J. Todd Timmerman/		
Date:	03/27/2006		

OP \$40.00 78441507

Total Attachments: 4

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**TRADEMARK
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TRADE NAME ASSIGNMENT

THIS TRADE NAME ASSIGNMENT (this "Assignment") is made as of the 28th day of February, 2006, from **Nutralab, Inc.**, a Florida corporation (the "Assignor"), to **Innovative Health Products, Inc.**, a Florida corporation (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of even date herewith (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, and transfer to Assignee all right, title, and interest of Assignor in and to the following names, logos, trademarks, and service marks, including all derivatives thereof, all trademark and/or service mark applications therefor and registrations thereof, and all goodwill associated therewith: "DEX-L10" and the logos attached hereto as **Schedule "1"** (collectively, the "Marks").

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises, and agreements contained in the Purchase Agreement, the payment of \$1.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee all of its right, title, and interest in and to the Marks throughout the world, together with the goodwill of the business symbolized by the Marks and all registrations and recordings of and pending applications relating to the Marks and all renewals thereof owned by Assignor, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign jurisdiction, including, without limitation, Trade Mark Registration Number 78-441507 (**DEX-L10 CERTIFIED GOLD**).

At any time and from time to time at the request of Assignee, Assignor shall execute and deliver to Assignee or other parties designated by Assignee, at no cost or expense to the Assignee, any new, additional, or confirmatory instruments and any other documents necessary to effect the conveyance contemplated by this Assignment and to enable Assignee to register this Assignment in each of the jurisdictions where the Marks have been registered and otherwise to enable Assignee to realize upon or otherwise enjoy the benefit of the rights assigned to Assignee pursuant hereto or to carry into effect the intent and purposes of this Assignment.

Assignor agrees that Assignor shall hereafter refrain from using the Marks or any confusingly similar marks, logos, or names in the conduct of its business and hereby represents and warrants to Assignee that (i) Assignor is currently the record owner of the Marks and (ii) the Marks and any registrations thereof are free and clear of any liens, encumbrances, or security interests.

This Assignment shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the respective Assignor and Assignee. This Assignment shall be governed by and construed and enforced under the laws of the United States of America. This Assignment is given pursuant to the terms of the Purchase Agreement and is subject to the

terms and conditions contained therein.

IN WITNESS WHEREOF, the undersigned have executed this Assignment or caused this Assignment to be executed by their duly authorized representatives as of the date and year first above stated.

ASSIGNOR

Nutralab, Inc.

By: *[Signature]*
John Kumar, President

ASSIGNEE

Innovative Health Products, Inc.

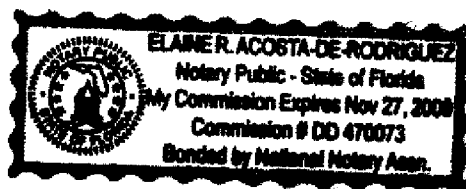
By: _____
Name: _____
Title: _____

STATE OF Florida)
))
COUNTY OF Hillsborough) ss.

The foregoing instrument was acknowledged before me this 28th day of February, 2006, by John Kumar, the President of Nutralab, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC *Elaine R. Acosta-de-Rodriguez*
Name: *Elaine R. Acosta-de-Rodriguez*
My Commission Expires:

[notary seal]



terms and conditions contained therein.

IN WITNESS WHEREOF, the undersigned have executed this Assignment or caused this Assignment to be executed by their duly authorized representatives as of the date and year first above stated.

ASSIGNOR

Nutralab, Inc.

By: [Signature]
John Kumar, President

ASSIGNEE

Innovative Health Products, Inc.

By: [Signature]
Name: CAROL DORE
Title: VP/CEO

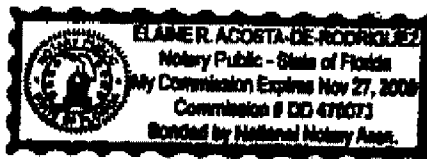
STATE OF Florida)
)
COUNTY OF Hillsborough)

ss.

The foregoing instrument was acknowledged before me this 28th day of February, 2006, by John Kumar, the President of Nutralab, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC Elaine R. Acosta de Rodriguez
Name: Elaine R. Acosta de Rodriguez
My Commission Expires:

[notary seal]



Schedule 1

