

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Living Flower Essences		03/30/2006	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NutraMarks, Inc.		
<b>Street Address:</b>	1500 Kearns Boulevard, Suite B-200		
<b>City:</b>	Park City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84060		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2706701	LIVING FLOWER ESSENCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(801)334-3785		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	legal@nutracorp.com		
<b>Correspondent Name:</b>	Alison Pitt		
<b>Address Line 1:</b>	1500 Kearns Boulevard, Suite B-200		
<b>Address Line 4:</b>	Park City, UTAH 84060		
<b>ATTORNEY DOCKET NUMBER:</b>	LIVING FLOWER ESSENCES		
<b>NAME OF SUBMITTER:</b>	Alison Pitt		
<b>Signature:</b>	/s/ Alison Pitt		
<b>Date:</b>	04/19/2006		

OP \$40.00 2706701

Total Attachments: 3

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") is made and entered into as of March 30, 2006 by and between Living Flower Essences, LLC, an Arizona limited liability company and Rhonda PallasDowney, an individual (collectively, "Assignor") and NutraMarks, Inc., a Delaware corporation ("Assignee").

Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those marks identified on Exhibit A hereto and any and all other marks, designs and words used to advertise, market or promote Assignor's business of manufacturing and marketing of flower essence infused tinctures and salves under the brand name "Living Flower Essences" (collectively, the "Marks").

Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks.

THEREFORE, for TEN DOLLARS (\$10.00), and other good and valuable considerations, the payment of which is subject to a separate Asset Purchase Agreement between the Assignor and Nutraceutical Corporation of even date herewith, and the sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks, and all registrations in the United States or elsewhere, including any renewals and extensions of the registrations that are now or may be secured for Assignee's own and exclusive use and enjoyment, and for the exclusive 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 had not been made; together with all income, royalties or payments due or payable as of the Effective Date of thereafter, including, without limitation, all claims for damages by reason of past, present or future, infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor represents and warrants that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of application for registration or any application for renewal of a registration covering the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws

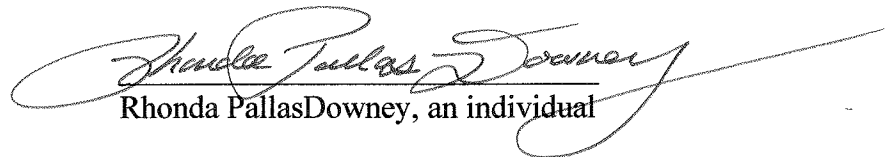
now or hereafter in effect in the United States or for all foreign countries; and (iv) in the implementation or perfection of this Assignment.

\* \* \* \* \*

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

Living Flower Essences, LLC

By:   
Rhonda PallasDowney, Member

  
Rhonda PallasDowney, an individual

Schedule A

**U.S. TRADEMARKS REGISTRATIONS**

Trademarks/Service Marks

Registration No.

Date Registered

Living Flower Essences

2/706,701

April 15, 2003