

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/15/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nutrisol, Inc.		12/15/2006	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	NutraMarks, Inc.
Street Address:	1500 Kearns Boulevard, Suite B-200
City:	Park City
State/Country:	UTAH
Postal Code:	84060
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77001207	SOFTER THAN SABLE
Registration Number:	3073429	LARÉNIM MINERAL MAKEUP

CORRESPONDENCE DATA

Fax Number: (801)334-3785
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 435-655-6000
 Email: legal@nutracorp.com
 Correspondent Name: Alison Pitt
 Address Line 1: 1400 Kearns Boulevard, 2nd Floor
 Address Line 4: Park City, UTAH 84060

NAME OF SUBMITTER:	Alison Pitt
Signature:	/Alison Pitt/
Date:	02/05/2007

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is entered into as of December 15, 2006 (the "Effective Date") by and among Vitamin Outlet, Inc., an Ohio corporation, dba Larenim Mineral Makeup (the "Corporation" or "Vitamin Outlet"), Nutrisol, Inc., an Ohio Corporation, Mike Corcoran, an individual, and Kirsten Corcoran, an individual (together, Vitamin Outlet, Mike Corcoran and Kirsten Corcoran 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 Agreement.

3. Miscellaneous. This Agreement may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement 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.

Handwritten signatures in black ink, appearing to be 'me' and 'KW'.

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

ASSIGNORS:

**VITAMIN OUTLET, INC.
AN OHIO CORPORATION**

By: Kirsten Corcoran

Its: President

**NUTRISOL, INC.
AN OHIO CORPORATION**

By: Mike Corcoran

Its: President

Mike Corcoran
Mike Corcoran

Kirsten Corcoran
Kirsten Corcoran

Schedule A

U.S.P.T.O. TRADEMARKS REGISTRATIONS

<u>Trademark</u>	<u>Class</u>	<u>Serial No.</u>	<u>Registration No.</u>
Larénim Mineral Makeup	3	78/600,564	3/073,429
Softer Than Sable	21	77/001,207	

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

Trademark Assignment

me

kw

TRADEMARK

RECORDED: 02/05/2007

REEL: 003475 FRAME: 0245