

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
VegLife, Inc.		07/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NutraMarks, Inc.		
Street Address:	1500 Kearns Boulevard, B-200		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84060		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2169586	VEGLIFE	
Registration Number:	2173905	PEACEFUL DAY	
CORRESPONDENCE DATA			
Fax Number:	(801)334-3785		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	435-655-6113		
Email:	legal@nutracorp.com		
Correspondent Name:	Alison Pitt		
Address Line 1:	1500 Kearns Boulevard, B-200		
Address Line 4:	Park City, UTAH 84060		
ATTORNEY DOCKET NUMBER:	VEGLIFE		
NAME OF SUBMITTER:	Alison Pitt		
Signature:	/Alison Pitt/		
Date:	07/23/2008		

OP \$65.00 2169586

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is entered into as of July 14, 2008 (the "Effective Date") by and among VegLife, Inc., a Delaware corporation (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; 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 California 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.

* * * * *

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

ASSIGNOR:

**VEGLIFE, INC.
A DELAWARE CORPORATION**

By: _____

Its: President _____

Schedule A

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

<u>Mark</u>	<u>Registration No.</u>
VegLife®	2,169,586
Peaceful Day®	2,173,905

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