

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
Monavie, LLC		08/20/2008	LIMITED LIABILITY COMPANY: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3049075	MONARCH HEALTH SCIENCES GIVING FLIGHT TO DREAMS	
CORRESPONDENCE DATA			
Fax Number:	(801)334-3785		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	435-655-6000		
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:	MONARCH MONAVIE ASSIGN		
NAME OF SUBMITTER:	Alison Pitt		
Signature:	/Alison Pitt/		
Date:	10/23/2008		

OP \$40.00 3049075

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") is entered into as of August 20th, 2008 (the "Effective Date") by and among Monavie, LLC, a Delaware limited liability company (the "Assignor") and NutraMarks, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark and goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof, whether one or more (the "Mark");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, its right, title and interest in and to the Mark; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such assignment to Assignee.

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

1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignors in and to said Mark, and all registrations and applications therefor, in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, 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 Assignor if this assignment and sale had not been made. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor 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 the Mark; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (c) in obtaining any additional protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; 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 Utah 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:

MONAVIE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

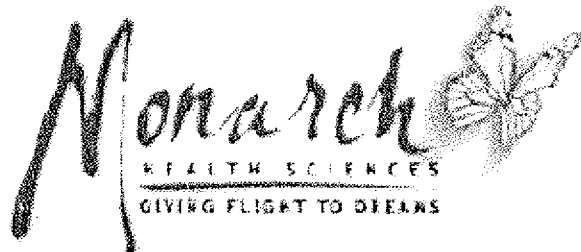
By: Grant P. Tamm

Its: General Counsel

Address:
10855 S. River Front Parkway, Suite 100
South Jordan, UT 84095

Schedule A

U.S.P.T.O. TRADEMARK REGISTRATION



Word Mark: Monarch Health Sciences Giving Flight to Dreams

Registration No. 3,049,075