

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutritional Specialties, Inc.		10/09/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NutraMarks, Inc.		
Street Address:	1500 Kearns Boulevard, 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:	1649254	LIFE TIME	
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, B200		
Address Line 4:	Park City, UTAH 84060		
ATTORNEY DOCKET NUMBER:	LIFETIME MARK		
NAME OF SUBMITTER:	Alison Pitt		
Signature:	/Alison Pitt/		
Date:	10/28/2009		

OP \$40.00 1649254

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of October 9 2009 (the "Effective Date") by and among Nutritional Specialties, Inc., a Nevada corporation ("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 the goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof, whether one or more (the "LifeTIME Mark and Goodwill");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, all of Assignor's right, title and interest in and to the LifeTIME Mark and Goodwill, pursuant to the terms set forth in an Asset Purchase Agreement, dated July 24, 2009 (the "Purchase Agreement") by and between Nutra, Inc. a Delaware corporation (an affiliate of Assignee) and Assignor and its parent entity; and

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

WHEREAS, capitalized terms not otherwise defined herein shall have the meaning given them in the Purchase Agreement.

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 Assignor in and to said LifeTIME Mark and Goodwill, 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 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.

In addition, Assignor hereby assigns and delegates to Assignee, its successors, legal representatives and assigns, all rights and obligations associated with that certain Trademark License Agreement, dated November 3, 2003 by and between Assignor and a certain third party whose identity is protected pursuant to a Confidentiality Agreement, but who is identified as the Third Party in the Purchase Agreement.

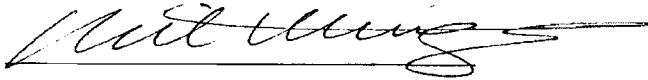
2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, notices and 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 LifeTIME Mark and Goodwill; (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the LifeTIME Mark and Goodwill, including, but not limited to, testifying as to any facts relating to the LifeTIME Mark and Goodwill assigned herein and this Assignment; (c) in obtaining any additional protection for the LifeTIME Mark and Goodwill 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 Assignment.

3. Miscellaneous. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

ASSIGNOR:

**NUTRITIONAL SPECIALTIES, INC.
A NEVADA CORPORATION**

By: 

Its: C.E.O.

Trademark Assignment

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Schedule A

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

<u>Trademark</u>	<u>Class</u>	<u>Serial No.</u>	<u>Registration No.</u>
LIFE TIME	5	74,084,239	1,649,254

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

Trademark Assignment

RECORDED: 10/28/2009

TRADEMARK
REEL: 004086 FRAME: 0998 *CS*