

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
Solaray, Inc.		03/04/2013	CORPORATION: UTAH

**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: 9**

Property Type	Number	Word Mark
Registration Number:	1221385	SOLARAY
Registration Number:	1659208	CRANACTIN
Registration Number:	1644928	PROSTAGEUM
Registration Number:	2074474	MEXIYAM
Registration Number:	2035659	MIGRAGARD
Registration Number:	2169595	BIO E GAMMA PLEX
Registration Number:	2169596	BIO E
Registration Number:	2398700	SOYTEIN
Registration Number:	2414811	CONTINENCE

**CORRESPONDENCE DATA**

Fax Number: 4356585989  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 435-655-6000  
 Email: legal@nutracorp.com

OP \$240.00 1221385

Correspondent Name: Alison Pitt  
Address Line 1: 1500 Kearns Boulevard, Suite B200  
Address Line 4: Park City, UTAH 84060

ATTORNEY DOCKET NUMBER:	SOLARAY MARKS TO NUTRAMAR
-------------------------	---------------------------

NAME OF SUBMITTER:	Alison Pitt, Attorney of record, UT bar
--------------------	---

Signature:	/Alison Pitt/
------------	---------------

Date:	03/04/2013
-------	------------

Total Attachments: 4  
source=Solaray.Trademark Assignment.03.04.2013#page1.tif  
source=Solaray.Trademark Assignment.03.04.2013#page2.tif  
source=Solaray.Trademark Assignment.03.04.2013#page3.tif  
source=Solaray.Trademark Assignment.03.04.2013#page4.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made as of this 4<sup>th</sup> day of March, 2013 (the "Effective Date"), by Solaray, Inc., a Utah corporation (now known as Nutra, Inc.) with its principal office located at 1500 Kearns Boulevard, Suite B-200, Park City, Utah 84060 ("Assignor"), to NutraMarks, Inc., a Delaware corporation, with its principal place of business located at 1500 Kearns Boulevard, B-200, Park City, Utah 84060 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and United States trademark registrations listed on Schedule "A" as well as all other trademarks, service marks and other marks owned by Assignor (collectively, the "Marks").

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business with which the Marks are used.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business with which the Marks are 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 now 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 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's right, title and interest is transferred subject to any liens and encumbrances of record. 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

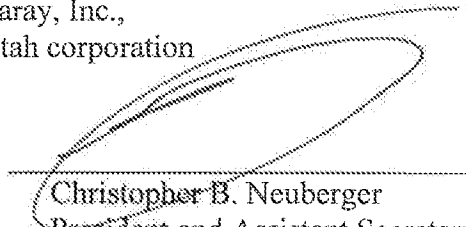
prosecution of application for registration or any application for renewal of a registration covering any of the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (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 TESTIMONY WHEREOF, the Assignor has caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized on the Effective Date.

ASSIGNOR:


Solaray, Inc.,  
a Utah corporation

By: \_\_\_\_\_

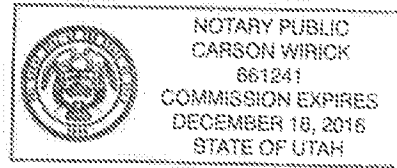
  
Christopher B. Neuberger  
President and Assistant Secretary

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF SUMMIT )

On the 4<sup>th</sup> day of March, 2013, before me, the undersigned Notary, personally appeared Christopher B. Neuberger, who proved to me his identity through documentary evidence to be the person whose name is signed on the foregoing document, and who being by me duly sworn, did say that he is the President and Assistant Secretary of Solaray, Inc., a Utah corporation, and that said instrument was signed on behalf of said corporation by authority of its bylaws, and said Christopher B. Neuberger acknowledged to me that said corporation executed the same voluntarily for its stated purpose.

  
NOTARY PUBLIC  
Residing at

My Commission Expires:  
*December 18, 2016*



Schedule A

*U.S.P.T.O. Trademark Registrations & Applications*

Trademark	Serial No.	Regis. No.	Issuance Date	Int'l Class
Solaray	73,237,085	1,221,385	12/28/1982	5, 30
CranActin	74,026,640	1,639,208	10/1/1991	5
Prostageum	74,073,198	1,644,928	3/21/1991	5
Mexiyam	75,019,534	2,074,474	6/24/1997	5
Migragard	75,073,713	2,033,659	2/4/1997	5
Bio E Gamma Plex	75,310,613	2,169,595	6/30/1998	5
Bio E	75,310,624	2,169,596	6/30/1998	5
Soytein	75,669,411	2,398,700	10/24/2000	5
Continence	75,669,429	2,414,811	12/19/2000	5