

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Atkins Nutritionals, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) 10/31/2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: UBS AG, Stamford Branch

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 677 Washington Boulevard

City: Stamford

State: CT

Country: USA Zip: 06901

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_

Other Bank Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Attached Schedule 1

B. Trademark Registration No.(s)

none

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

See Attached Schedule 1

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Stacey Farrell

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8104

Fax Number: 617-951-8736

Email Address: stacey.farrell@bingham.com

**6. Total number of applications and registrations involved:**

16

**7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 430.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 8906  
Expiration Date 10/07

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

November 5, 2004

Date

Stacey Farrell

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

**TRADEMARK REGISTRATIONS:**

None.

**TRADEMARK APPLICATIONS:**

Owner	Mark	Application Number	Application Date
Atkins Nutritionals, Inc.	ATKINS CORE 4	76/515,442	May 19, 2003
Atkins Nutritionals, Inc.	ATKINS QUICK CUISINE	76/564,046	December 8, 2003
Atkins Nutritionals, Inc.	A ATKINS QUICK CUISINE and Design	76/563972	December 8, 2003
Atkins Nutritionals, Inc.	CHOLESTEROL CLEAR	76/564539	December 10, 2003
Atkins Nutritionals, Inc.	THE ORIGINAL CONTROLLED CARB SUPPLEMENT SYSTEM and Design	78/398866	April 8, 2004
Atkins Nutritionals, Inc.	ATKINS MORNING START	78/408076	April 26, 2004
Atkins Nutritionals, Inc.	ATKINS CAN HELP	78/408019	April 26, 2004
Atkins Nutritionals, Inc.	ATKINS MORNING START and Design	78/408508	April 27, 2004
Atkins Nutritionals, Inc.	ATKINS NET COUNT	78/437724	June 18, 2004
Atkins Nutritionals, Inc.	ATKINS NET COUNT	78/437860	June 18, 2004
Atkins Nutritionals, Inc.	KRUNCHABLES and Design	78/450715	July 14, 2004
Atkins Nutritionals, Inc.	CRUNCH-IT'Z	78/453597	July 20, 2004
Atkins Nutritionals, Inc.	ATKINS CRUNCH-YUMS	78/456906	July 26, 2004
Atkins Nutritionals, Inc.	CRUNCH-YUMS	78/456886	July 26, 2004
Atkins Nutritionals, Inc.	ATKINS CRUNCHABLES	78/459732	July 30, 2004
Atkins Nutritionals, Inc.	THE ORIGINAL CONTROLLED CARB LIFESTYLE	78/398830	April 8, 2004

## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**, dated as of October 31, 2004, by ATKINS NUTRITIONALS, INC., a New York corporation (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to that certain First Amended and Restated Credit Agreement, dated as of November 26, 2003 (in such capacity, the "Collateral Agent").

### WITNESSETH:

**WHEREAS**, Pledgor is party to a Security Agreement dated October 29, 2003 (as amended, modified, supplemented or restated from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement Supplement;

**NOW, THEREFORE**, in exchange for good and valuable consideration, the Pledgor hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

**SECTION 4. Termination.** Upon the full and final payment and performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set above.

ATKINS NUTRITIONALS, INC.

By:   
Name: SCOTT ENNAK  
Title: PRESIDENT/COO

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set above.

ATKINS NUTRITIONALS, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

Wilfred V. Saint  
Director  
Banking Products  
Services, US

By: \_\_\_\_\_  
Name:  
Title:

Salim Sida  
Associate Director  
Banking Products  
Services, US

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