

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings =>=>=>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 ISI Brands Inc.
 3133 Orchard Vista Drive
 SE Grand Rapids, MI 49546

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Michigan
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyances:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 5, 2004

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

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

Name: CapitalSource Finance LLC

Internal Address: _____

Street Address: 4445 Willard Avenue, 12th Floor

City: Chevy Chase State: MD ZIP: 20815

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company

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)
 Additional Name(s) & address(es) attached? Yes No

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

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

Name: Federal Research Corporation

Internal Address: _____

Street Address: _____
Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

City: _____

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41): \$ 715⁰⁰

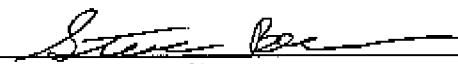
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-3155

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Stephen I Brecher  November 11, 2004
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 6

Mail documents to be recorded with required coversheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$715.00 503155 78494754

SCHEDULE A

Schedule A to Trademark Assignment of Security dated November 5, 2004, by and between ISI Brands Inc. and CapitalSource Finance LLC, as Agent.

Mark	Serial/ Registration Number	Filing/ Registration Date
Aquanutri	78494754	10/5/2004
Carb Defense	78421299	5/19/2004
Creatine Nitrate 3 Fuel	78416671	5/11/2004
Creatax	78416711	5/11/2004
Daily One Caps	78443055	6/29/2004
Daily Two Caps	78443066	6/29/2004
Daily Ones	78442936	6/29/2004
Daily Twos	78442989	6/29/2004
Institute for Truth In Nutrition	78495289	10/6/2004
Food-Based Ultra Multi Daily Caps	78428027	6/1/2004
Liquid Nitrate 02 Fuel	78416692	5/11/2004
Live Like a Pro	78416662	5/11/2004
Men's Ultras Multi Daily Caps	78428035	6/1/2004
MRP Nitrate 3 Fuel	78498347	10/12/2004
Nettle Root Power	2,513,089	11/27/2001
Nitrate Fuel	78483823	9/15/2004
Nitrate Fuel Chews	78483747	9/15/2004
Nitrate3 Fuel Shot	78483817	9/15/2004
Nitrate Pump Complex	78416679	5/11/2004
Pharmatablets	76549499	9/22/2003
PMS Power	2,281,307	9/28/1999
Radical Fighters	1,309,619	12/18/1984
T-Amino	1,123,577	8/7/1979
The Science Behind the Size	78458064	7/28/2004
Truth In Nutrition	78416638	5/11/2004
Ultra Harvest	78498322	10/12/2004
Wellness Kitchen	78498334	10/12/2004
Women's Ultra Multi Daily Caps	78428030	6/1/2004

TRADEMARK GRANT OF SECURITY

WHEREAS ISI BRANDS INC., a Michigan corporation ("Grantor") located at 3133 Orchard Vista Drive, SE Grand Rapids, MI 49546, has adopted, used and is using the trademarks shown in the attached Schedule A (the "Marks"), for which there are registrations, recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor is obligated to CapitalSource Finance LLC ("CapitalSource") and various other financial institutions (collectively, "Lenders") and CapitalSource as administrative agent for Lenders ("Agent") pursuant to a certain (i) Amended and Restated Loan and Security Agreement, dated the date hereof, among Grantor and the other borrowers thereto, Agent and Lenders (as modified, amended, restated, reaffirmed or otherwise supplemented from time to time, the "Loan Agreement") and (ii) Trademark Security Agreement, dated December 18, 2003, made by Grantor in favor of Agent (as successor to D.B. Zwirn Special Opportunities Fund, L.P. (formerly known as Highbridge/Zwirn Special Opportunities Fund, L.P.)) and Lenders (as the same was reaffirmed as of the date hereof and may be further modified, amended, restated, reaffirmed or otherwise supplemented and in effect from time to time, the "Security Agreement", and collectively with Loan Agreement, the "Agreements");

WHEREAS, pursuant to the Agreements, Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefore; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications of the Marks, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

[Remainder of Page Intentionally Left Blank]

Grantor expressly acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated as of: November 5, 2004

ISI BRANDS INC., as Grantor

By:  _____

Name: Dave Van Andel

Its: President

CAPITALSOURCE FINANCE LLC, as Agent

By: _____

Name: Keith Reuben

Its: Chief Operating Officer

Grantor expressly acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated as of: November 5, 2004

ISI BRANDS INC., as Grantor

By: _____
Name: Dave Van Andel
Its: President

CAPITALSOURCE FINANCE LLC, as Agent

By: Keith Reuben
Name: Keith Reuben
Its: Chief Operating Officer

STATE OF Michigan)
) ss.
COUNTY OF Kent)

On the 25th day of October, 2004, before me personally came Dave Van Anandel, to me known, who being by me duly sworn, did depose and say that he is the President of ISI Brands Inc., the corporation described in and which executed the foregoing instrument; and that he was authorized by the board of directors of said corporation to sign his name thereto on behalf of said corporation.

Christy S. Johnson
Notary Public

CHRISTY S. JOHNSON
NOTARY PUBLIC OTTAWA CO., MI
MY COMMISSION EXPIRES Nov 4, 2008

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of October, 2004, before me personally came Keith Reuben, to me known, who, being by me duly sworn, did depose and say that he is the Chief Operating Officer of CapitalSource Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said limited liability company.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of November, 2004, before me personally came Dave Van Andel, to me known, who being by me duly sworn, did depose and say that he is the President of ISI Brands Inc., the corporation described in and which executed the foregoing instrument; and that he was authorized by the board of directors of said corporation to sign his name thereto on behalf of said corporation.

Notary Public

STATE OF MARYLAND)
) ss.
COUNTY OF ~~MONTGOMERY~~)
Calvert

On this 2 day of November, 2004, before me personally came Keith Reuben, to me known, who, being by me duly sworn, did depose and say that he is the Chief Operating Officer of CapitalSource Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said limited liability company.

Thomas de Ruffin

Notary Public

My Comm. Exp. 9/16 2008

