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Form PTO-158 (Rev. 10/02) OMB No. 0651-0027 (exp. 8/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office				
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.								
1. Name of conveying party(ies): AHD INTERNATIONAL, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Georgia limited liability company</u>			2. Name and address of receiving party(ies) Name: <u>Wachovia Bank, National Association</u> Internal Address: _____ Street Address: <u>700 Hampton Green</u> City: <u>Duluth</u> State: <u>GA</u> Zip: <u>30098</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: <u>National Banking Association</u>					
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No					
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>12/20/2004</u>								
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____			B. Trademark Registration No.(s) <u>78/327,389</u> _____ Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Bradley E. Wahl, Esq.</u> Internal Address: _____ _____ Street Address: <u>Nelson Mullins Riley & Scarborough</u> <u>999 Peachtree Street, NE, Suite 1400</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30308</u>			6. Total number of applications and registrations involved: 19 7. Total fee (37 CFR 3.41): \$ <u>520</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account					
			8. Deposit account number: _____					
DO NOT USE THIS SPACE								
9. Signature. <u>Bradley E. Wahl, Esq.</u> Name of Person Signing			 Signature			<u>1-7-05</u> Date		
			Total number of pages (including cover sheet, attachments, and documents) 5					

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

TRADEMARK REGISTRATIONS
OWNED BY AED INTERNATIONAL, LLC

<u>Mark</u>	<u>Serial No.</u>
CLARASLIM	78/327,389 (included on face of form)
MAGNALEAN	78/327,394
FAIRSLIM	78/327,402
LURALEAN	78/327,519
BELLALEAN	78/327,405
LURAVIDA	78/327,416
POLYLIPIDOL	78/327,431
ANGEL HAIR EXTRACT	76/133,609
KURINOL	78/358,490
UNOLEX	78/358,492
ALLEROL	78/358,493
ISOACTIVE (US)	78/359,392
PREDEX (US)	78/376,074

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2004, by THE AHD INTERNATIONAL, LLC ("Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION ("Bank").

WITNESSETH:

WHEREAS, Bank and Grantor have made and entered into a certain Loan and Security Agreement, dated of even date herewith (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Loan Agreement); and;

WHEREAS, in connection with the Loan Agreement, Grantor is required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants to Bank a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of the Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and Proceeds of, and all General Intangibles with respect to, the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. **LOAN AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

Signed, sealed and delivered
in the presence of:

AED INTERNATIONAL, LLC

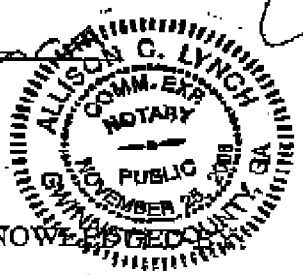
[Signature]
Unofficial Witness

By: [Signature]
Name: John A. [Signature]
Title: President

[Signature]
Notary Public

[SEAL]

[NOTARY SEAL]



ACCEPTED AND ACKNOWLEDGED

Signed, sealed and delivered
in the presence of:

WACHOVIA BANK, NATIONAL
ASSOCIATION

[Signature]
Unofficial Witness

By: [Signature]
Name: Brian M. Calloway
Title: Assistant Vice President

[Signature]
Notary Public

[SEAL]

[NOTARY SEAL]



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS
OWNED BY AED INTERNATIONAL, LLC

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CLARASLIM	78/327,389
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ISOACTIVE (CANADA)	1206615
PREDEX (US)	78/376,074
PREDEX (CANADA)	1211974