

01-12-2005

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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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

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Georgia limited liability company

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 12/20/2004

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal

Address:

Street Address: 700 Hampton Green

City: Duluth State: GA Zip: 30096

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other National Banking Association

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 78/327,389

Additional number(s) attached ☒ Yes ☐ No

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

Name: Bradley E. Wahl, Esq.

Internal Address:

Street Address: Nelson Mullins Riley & Scarbor

999 Peachtree Street, NE, Suite 1400

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41): \$ 520

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Bradley E. Wahl, Esq.

Name of Person Signing

Signature

Date

01/11/2005 DBYRNE 00000037 78327389 Total number of pages including cover sheet, attachments, and document: 5

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

01 FC:8521
02 FC:8522

TRADEMARK

REEL: 003105 FRAME: 0053

2005 JAN 10 AM 7:11
OPR/FINANCE
\$180.00 PR
Reg'd Ref: 501196
Date: 1/11/2005
FC: 9204

TRADEMARK REGISTRATIONS
OWNED BY AHD 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").

W I T N E S S E T H:

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:

AHD INTERNATIONAL, LLC

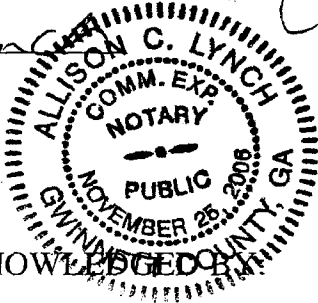
[Signature]
Unofficial Witness

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

[SEAL]

[Signature]
Notary Public

[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

[SEAL]

[Signature]
Notary Public

[NOTARY SEAL]



SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

OWNED BY AHD INTERNATIONAL, LLC

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