

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-------------------------|
| PURETEK CORPORATION | | 05/11/2006 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | GMAC Commercial Finance LLC |
| Street Address: | 1290 Avenue of the Americas |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10104 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------------|
| Registration Number: | 2588030 | BODY ESSENCE |
| Registration Number: | 2554435 | BODY ESSENCE |
| Registration Number: | 3054886 | BREATH RELIEF |
| Registration Number: | 2463901 | METABOLINK |
| Registration Number: | 2694651 | PHARMAPURE |
| Registration Number: | 2744735 | PHARMAFLEX |
| Registration Number: | 2112032 | PURETEK |
| Registration Number: | 2757407 | THE SCIENCE OF NUTRITION |
| Registration Number: | 2757408 | THE SCIENCE OF WEIGHT MANAGEMENT |
| Registration Number: | 3054643 | D-CARE |
| Registration Number: | 2208236 | FUN IN THE TUB CLUB |

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 2588030

Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 361770 |
| NAME OF SUBMITTER: | Oleh Hereliuk |
| Signature: | /oh/ |
| Date: | 06/20/2006 |

Total Attachments: 13

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Trademarks

| REGISTERED TRADEMARKS | INT. CLASS ¹ | REGISTRATION NUMBER |
|----------------------------------|-------------------------|--------------------------|
| Body Essence (USA) | 3 | 2588030 |
| Body Essence (Austria) | 3 | 2056737 |
| Body Essence (Benelux) | 3 | 2056737 |
| Body Essence (Denmark) | 3 | 2056737 |
| Body Essence (EU) | 3 | 2056737 |
| Body Essence (Finland) | 3 | 2056737 |
| Body Essence (France) | 3 | 2056737 |
| Body Essence (Germany) | 3 | 2056737 |
| Body Essence (Greece) | 3 | 2056737 |
| Body Essence (Ireland) | 3 | 2056737 |
| Body Essence (Italy) | 3 | 2056737 |
| Body Essence (Mexico) | 3 | 469578 |
| Body Essence (Portugal) | 3 | 2056737 |
| Body Essence (Spain) | 3 | 2056737 |
| Body Essence (Sweden) | 3 | 2056737 |
| Body Essence (United Kingdom) | 3 | 2056737 |
| Body Essence # 2 (United States) | 3 | 2554435 |
| Breath Relief (Canada) | 3 | TMA476934 |
| Breath Relief (USA) | 3 | 3054886 |
| D-Care (Argentina) | 3 & 5 | 1827039 |
| D-Care (Austria) | 5 | 2056687 |
| D-Care (Benelux) | 5 | 2056687 |
| D-Care (Brazil) | 3 & 5 | 821042318 & 821042317 |
| D-Care (Denmark) | 5 | 2056687 |
| D-Care (EU) | 5 | 2056687 |
| D-Care (Finland) | 5 | 2056687 |
| D-Care (France) | 5 | 2056687 |
| D-Care (Germany) | 5 | 2056687 |
| D-Care (Greece) | 5 | 2056687 |
| D-Care (Ireland) | 5 | 2056687 |

¹ Class 3: Cosmetics; Class 5: Dietary Supplements, OTC topicals/drugs

| REGISTERED TRADEMARKS | INT. CLASS¹ | REGISTRATION NUMBER |
|--|-------------------------------|----------------------------|
| D-Care (Israel) | 3 & 5 | 122157 / 122156 |
| D-Care (Italy) | 5 | 2056687 |
| D-Care (Portugal) | 5 | 2056687 |
| D-Care (Spain) | 5 | 2056687 |
| D-Care (Sweden) | 5 | 2056687 |
| D-Care (United Kingdom) | 5 | 2056687 |
| D-Care (US) | 3 & 5 | 3054643 |
| Fun in the Tub Club (USA) | 3 | 2208236 |
| Metabolink (USA) | 3 | 2463901 |
| PharmaPure (USA) | 3 | 2694651 |
| PharmaFlex (USA) | 5 | 2744735 |
| PureTek (USA) | 3 & 5 | 2112032 |
| The Science of Nutrition (USA) | 5 | 2757407 |
| The Science of Weight Management (USA) | 5 | 2757408 |

| PENDING TRADEMARKS |
|---------------------------|
| Baby Essence |
| Beautana |
| Body Essence (Canada) |
| Body Essence Naturals |
| Carb Success |
| CardioLink |
| D-Care (Columbia) |
| D-Care Sugar Blocker |
| Meite |
| Dermacin |
| Dermectin |
| Dermectin (Canada) |
| PharmaPure Sugar Blocker |
| Positive Results |
| SmoothX-C |
| TerraVive |
| Trim Now |

| PENDING TRADEMARKS |
|-------------------------------|
| Trim Success |
| Weight Success |
| Germ Arrest |
| CardioLink |
| Replenessence |
| 32F |
| HQ |
| PharmaPure Sugar Blocker |
| |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 11, 2006 by and between GMAC COMMERCIAL FINANCE LLC ("Secured Party") and PURETEK CORPORATION, a California corporation ("Debtor").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Debtor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Secured Party and Debtor dated of substantially even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). (Capitalized terms used herein are used as defined in the Loan Agreement.) Secured Party is willing to make the Loans to Debtor, but only upon the condition, among others, that Debtor shall grant to Secured Party a security interest in all of its Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Debtor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Debtor has granted to Secured Party a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Without limiting any of the provisions of the Loan Agreement, to secure all of the Obligations under the Loan Agreement, Debtor grants to Secured Party a security interest in all of Debtor's right, title and interest in all of the copyrights, patents, trademarks and mask works listed on Exhibits A, B, C, and D hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Debtor represents and warrants to Secured Party that it now has no copyrights registered with the United States Copyright Office. Further, if and to the extent Debtor desires to so register any copyrightable materials, Debtor shall at such time (i) provide Secured Party with at least 15 days prior written notice of the proposed registration of any such copyrightable materials with the United States Copyright Office; (ii) provide Secured Party with a copy of the application for any such registration; and (iii) execute such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's security interest therein and in the proceeds thereof, to the extent Secured Party determines that any additional action is required or desired.

3. Debtor will (i) protect, defend and maintain the validity and enforceability of all of its copyrights, patents, trademarks and mask works material to the Debtor's business and promptly advise Secured Party in writing of material infringements of Intellectual Property material to the Debtor's business and (ii) not allow any Intellectual Property material to Debtor's business to be abandoned, forfeited or dedicated to the public without Secured Party's prior written consent.

4. This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or

now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

5. This Agreement shall be governed by the internal laws (and not the conflict of laws rules) of the State of Michigan and the laws of the United States of America. The Debtor agrees that any legal action or proceeding against it with respect to any of its obligations under this Agreement may be brought in any court in Oakland County, Michigan or of the United States of America for the Eastern District of Michigan, as the Secured Party in its sole discretion may elect. By the execution and delivery of this Agreement, the Debtor submits to and accepts, with regard to any such action or proceeding, for itself and in respect of its property, generally and unconditionally, the jurisdiction and venue of those courts; Debtor also agrees that if Debtor institutes litigation against Secured Party, the only proper jurisdiction and venue will be in courts of the United States of America in the Eastern District of Michigan or in State courts in Oakland County, Michigan. The Debtor waives any claim that the referenced courts are not convenient forum or the proper venue for any suit, action or proceeding.

6. THE SECURED PARTY AND THE DEBTOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE SECURED PARTY NOR THE DEBTOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE SECURED PARTY OR THE DEBTOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

7. This Agreement and Secured Party's rights hereunder shall continue in full force and effect until all of the Obligations have been fully paid, performed and discharged and the Loan Agreement and all other present and future agreements between Debtor and Secured Party have terminated.

[remainder of page intentionally left blank; signature page immediately follows]

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

1245 Aviation Place
San Fernando, California 91340

Debtor:

PURETEK CORPORATION

By: Barry Pressman

Title: _____

Secured Party:

GMAC COMMERCIAL FINANCE LLC

By: [Signature]

Title: Vice President

Address of Secured Party:

3000 Town Center, Suite 280
Southfield, Michigan 48075

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| NONE | | |

EXHIBIT C

Trademarks

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| CardioLink |
| D-Care (Columbia) |
| D-Care Sugar Blocker |
| Meite |
| Dermacin |
| Dermectin |
| Dermectin (Canada) |
| PharmaPure Sugar Blocker |
| Positive Results |
| SmoothX-C |
| TerraVive |
| Trim Now |

| PENDING TRADEMARKS |
|-------------------------------|
| Trim Success |
| Weight Success |
| Germ Arrest |
| CardioLink |
| Replenessence |
| 32F |
| HQ |
| PharmaPure Sugar Blocker |
| |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE