TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DOCTORS' PREFERRED, LLC		12/05/2006	LIMITED LIABILITY
(f/k/a PH DPI, LLC)		12/05/2006	COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2393984	JOINT ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (404)572-5128

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

Phone: 404-572-2533

Email: jbalcita@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: Jeffrey P. Balcita

Address Line 2: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09636.009091
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/s/ Jeffrey P. Balcita

TRADEMARK REEL: 003440 FRAME: 0913

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Date:	12/06/2006
Total Attachments: 5	
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated December 5, 2006, by DOCTORS' PREFERRED, LLC (f/k/a PH DPI, LLC), a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of October 26, 2006, by and among Healthy Directions, LLC ("Borrower"), PH Holdco, LLC, a Delaware limited liability company ("Holdings"), the lenders named therein (the "Lenders"), and General Electric Capital Corporation, as administrative agent for Lenders (the "Administrative Agent") (including all annexes, exhibits and schedules thereto, and as from time to time further amended, restated, supplemented or otherwise modified (the "Credit Agreement"), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Holdings, Grantor and the other Guarantors named in such Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, 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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Annex A</u> thereto to the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 "<u>Trademark Collateral</u>"):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all renewals or new filings;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

- (d) all products and proceeds of 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 Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to that certain Second Master Reaffirmation and Amendment of First Lien Loan Documents, executed as of October 26, 2006 (the "Security Agreement"). Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[signature page follows]

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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.

DOCTORS' PREFERRED, LLC

By: Paul Ray	
Name: Paul Kasper	
Title: Secretary	

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By:	
Name:_	
Title:	

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York	_)	
COUNTY OF New York)	SS

On this 5th day of December, 2006 before me personally appeared Paul Kas per proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Doctors' Preferred, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Alvane J. Buley-Blek. Notary Public

{seal}

ADRIANE J. BAILEY-BECK NOTARY PUBLIC, State of New York No. 01BA5030016 Qualified in Westchester County Commission Expires July 5, 2010

[SIGNATURE PAGE TO DOCTORS' PREFERRED, LLC TM SECURITY AGREEMENT]

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.

	DOCTORS PREFERRED, LLC
	By: Name: Title:
ACCEPTED AND ACKNOWLEDGED BY:	
GENERAL ELECTRIC CAPITAL CORPORATION By: Name: Scott Bugger Title: Duly Authorized Signatory	
ACKNOWLEDGN	MENT OF GRANTOR
STATE OF	
	n did depose and say that he is an authorized ne said instrument was signed on behalf of said ole Member and that he acknowledged said
{seal}	otary Public

[SIGNATURE PAGE TO DOCTORS' PREFERRED, LLC TM SECURITY AGREEMENT]

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE
JOINT ADVANTAGE	2,393,984	10/10/2000

Schedule I

TRADEMARK REEL: 003440 FRAME: 0919

RECORDED: 12/06/2006