

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
HEALTHY DIRECTIONS, LLC		12/05/2006	LIMITED LIABILITY 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: 43

Property Type	Number	Word Mark
Serial Number:	78971458	HEALTHY GI ADVANTAGE
Serial Number:	78689842	BLOOD SUGAR ADVANTAGE
Serial Number:	78824404	RESTFUL NIGHT ESSENTIALS
Serial Number:	78583635	FORWARD NUTRITION
Registration Number:	3151907	DAILY BALANCE RADIANCE
Serial Number:	78667777	PROSTACOMPLETE
Serial Number:	78583680	HEALTHY DIRECTIONS
Serial Number:	78967312	WOMEN'S WELLNESS TODAY
Serial Number:	78578718	DAILY BALANCE PROBIOTIC ANSWER
Registration Number:	3166284	VITAL DIGESTION
Serial Number:	78834249	DAILY BALANCE NATTO BP
Serial Number:	78540122	DAILY ANSWER MULTINUTRIENT FOR WOMEN
Serial Number:	78656063	O-3 ESSENTIALS

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Serial Number:	78937537	VISION ESSENTIALS
Serial Number:	78637878	CIRCULATE
Serial Number:	78912478	PENEZYME
Serial Number:	78911901	DAILY BALANCE BLOOD SUGAR ANSWER
Serial Number:	78540110	NATTOFLOW
Serial Number:	78704212	DAILY BALANCE APPETITE SUPPRESSANT
Serial Number:	78867836	BENEZYME
Serial Number:	78748290	BIOADAPT
Serial Number:	78686728	BIOSERENE
Registration Number:	3086688	VITAL EFA
Serial Number:	78861064	JOINT ADVANTAGE GOLD
Serial Number:	78852241	RELAX ADVANTAGE
Serial Number:	78848668	CHOLESTEROL ESSENTIALS
Serial Number:	78763460	OCEAN ACTIVES
Serial Number:	78748352	HEALTHY REWARD
Serial Number:	78678544	NEW DIMENSIONS IN HEALING
Serial Number:	78676009	PHYTONUTRIENT ESSENTIALS
Serial Number:	78519411	DR. STEPHEN SINATRA'S HEART, HEALTH & NUTRITION A CARDIOLOGIST'S GUIDE TO TOTAL WELLNESS
Serial Number:	78472672	DAILY BALANCE ALKALINIZER
Registration Number:	3134025	SHENANDOAH NUTRITION
Registration Number:	3134001	VITAL COMFORT
Registration Number:	3121850	PROTEIN ADVANTAGE ENERGY SHAKE
Serial Number:	78488588	METABOLIC ESSENTIALS
Registration Number:	3096714	VISION CARE
Registration Number:	3096713	ANTIOXIDANT DEFENSE
Registration Number:	3030881	BP CARE
Registration Number:	3030880	DAILY CHOLESTEROL
Registration Number:	3080733	PHASECLEAR
Serial Number:	78406492	PREZYME
Registration Number:	1993549	

CORRESPONDENCE DATA

Fax Number: (404)572-5128

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

Phone: 404-572-2533

**TRADEMARK
REEL: 003440 FRAME: 0921**

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: 09631.009091

NAME OF SUBMITTER: Jeffrey P. Balcita

Signature: /s/ Jeffrey P. Balcita

Date: 12/06/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated December 5, 2006, by HEALTHY DIRECTIONS, 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 Grantor, PH Holdco, LLC, a Delaware limited liability company, 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 Borrowers and guaranteed by Grantor;

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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. 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 "Trademark Collateral"):

- (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. SECURITY AGREEMENT. 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]


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.

HEALTHY DIRECTIONS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Scott Bugbee
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of December, 2006 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Healthy Directions, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

[SIGNATURE PAGE TO HEALTHY DIRECTIONS, LLC TM SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

<i>TRADEMARK</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
HEALTHY GI ADVANTAGE	78/971,458	09/11/2006
BLOOD SUGAR ADVANTAGE	78/689,842	08/10/2005
RESTFUL NIGHT ESSENTIALS	78/824,404	02/27/2006
FORWARD NUTRITION	78/583,635	03/09/2005
DAILY BALANCE RADIANCE	3,151,907	10/03/2006
PROSTACOMPLETE	78/667,777	07/11/2005
HEALTHY DIRECTIONS	78/583,680	03/09/2005
WOMEN'S WELLNESS TODAY	78/967,312	09/05/2006
DAILY BALANCE PROBIOTIC ANSWER	78/578,718	03/02/2005
DAILY ANSWER MULTINUTRIENT FOR WOMEN	78/540,122	10/31/2006
DAILY BALANCE NATTO BP	78/834,249	03/10/2006
VITAL DIGESTION	3,166,284	10/31/2006
O-3 ESSENTIALS	78/656,063	06/22/2005
VISION ESSENTIALS	78/937,537	06/26/2006
CIRCULATE	78/637,878	05/26/2005
PENEZYME	78/912,478	06/20/2006
DAILY BALANCE BLOOD SUGAR ANSWER	78/911,901	06/20/2006
NATTOFLOW	78/540,110	10/04/2005
DAILY BALANCE APPETITE SUPPRESSANT	78/704,212	08/31/2005
BENEZYME	78/867,836	04/24/2006
BIOADAPT	78/748,290	11/07/2005
BIOSERENE	78/686,728	08/05/2005
VITAL EFA	3,086,688	04/26/2006
JOINT ADVANTAGE GOLD	78/861,064	04/13/2006
RELAX ADVANTAGE	78/852,241	04/03/2006
CHOLESTEROL ESSENTIALS	78/848,668	03/29/2006
OCEAN ACTIVES	78/763,460	11/30/2005

Schedule I

TRADEMARK
REEL: 003440 FRAME: 0927

TRADEMARK	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE
HEALTHY REWARD	78/748,352	11/07/2005
NEW DIMENSIONS IN HEALING	78/678,544	07/26/2005
PHYTONUTRIENT ESSENTIALS	78/676,009	07/22/2005
DR. STEPHEN SINATRA'S HEART, HEALTH & NUTRITION A CARDIOLOGIST'S GUIDE TO TOTAL WELLNESS	78/519,411	11/18/2004
DAILY BALANCE ALKALINIZER	78/472,672	08/24/2004
SHENANDOAH NUTRITION	3,134,025	08/22/2006
VITAL COMFORT	3,134,001	08/22/2006
PROTEIN ADVANTAGE ENERGY SHAKE	3,121,850	07/25/2006
METABOLIC ESSENTIALS	78/488,588	09/23/2004
VISION CARE	3,096,714	05/23/2006
ANTIOXIDANT DEFENSE	3,096,713	05/23/2006
BP CARE	3,030,881	12/13/2005
DAILY CHOLESTEROL	3,030,880	12/13/2005
PHASECLEAR	3,080,733	04/11/2006
PREZYME	78/406,492	04/22/2004
Design Mark (Arrow and Square)	1,993,549	08/13/1996

Schedule I