

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------|----------|----------------|-----------------------|
| Naturade, Inc. | | 11/06/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|------------------------------------|
| Name: | Laurus Master Fund, Ltd. |
| Street Address: | c/o Laurus Capital Management, LLC |
| Internal Address: | 335 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | COMPANY: CAYMAN ISLANDS |

PROPERTY NUMBERS Total: 19

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------------|
| Serial Number: | 78492906 | FRUITRITIOUS |
| Registration Number: | 2879002 | CARB |
| Registration Number: | 2915763 | DIET LEAN |
| Registration Number: | 2540437 | MAY REDUCE THE RISK OF HEART DISEASE |
| Registration Number: | 2655005 | THE DELICIOUS CHOLESTEROL FIGHTER! |
| Registration Number: | 2657168 | NATURADE SINCE 1926 |
| Registration Number: | 2552154 | NATURADE TOTAL SOY |
| Registration Number: | 2742648 | RIBO-TEIN |
| Registration Number: | 2439248 | LASTING ENERGY |
| Registration Number: | 2649791 | CHOLESTEROL SUPPORT |
| Registration Number: | 2598406 | CHINEQUALIZE |
| Registration Number: | 2427436 | KEEP WELL |
| Registration Number: | 2375911 | EDUTRITION |

CH \$490.00 78492906

| | | |
|----------------------|---------|-----------------|
| Registration Number: | 2350814 | THE CHINESE WAY |
| Registration Number: | 2350813 | KIDS' PLEX |
| Registration Number: | 1950118 | PERFORMANCE |
| Registration Number: | 1575936 | ALOE VERA 80 |
| Registration Number: | 1291786 | POWER SHAKE |
| Registration Number: | 1171942 | EXPEC |

CORRESPONDENCE DATA

Fax Number: (312)803-2209
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-407-4000
Email: nytrademark@loeb.com
Correspondent Name: Scott J. Giordano - LOEB & LOEB LLP
Address Line 1: 345 Park Avenue
Address Line 4: New York, NEW YORK 10154

| | |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 203891-10014 |
| NAME OF SUBMITTER: | Seth A. Rose |
| Signature: | /Seth A. Rose/ |
| Date: | 11/12/2007 |

Total Attachments: 7
source=Sec Int - Naturade#page1.tif
source=Sec Int - Naturade#page2.tif
source=Sec Int - Naturade#page3.tif
source=Sec Int - Naturade#page4.tif
source=Sec Int - Naturade#page5.tif
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**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of November 6, 2007, is executed by Naturade, Inc., a Delaware corporation (the "Grantor"), in favor of Laurus Master Fund, Ltd. (the "Secured Party").

A. Pursuant to a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor has granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide financial accommodations to the Grantor.

B. The Grantor has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and all causes of action which may exist by reason of infringement of any of the Trademarks (collectively, the "Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks or any other element of the Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the Collateral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

| Serial Number | Reg. Number | Word Mark | Check Status | Live/Dead |
|---------------|-------------|--------------------------------------|--------------|-----------|
| 78492906 | | FRUITRITIOUS | TARR | LIVE |
| 76549220 | 2879002 | CARB | TARR | LIVE |
| 76549219 | 2915763 | DIET LEAN | TARR | LIVE |
| 76288832 | 2540437 | MAY REDUCE THE RISK OF HEART DISEASE | TARR | LIVE |
| 76282586 | 2655005 | THE DELICIOUS CHOLESTEROL FIGHTER! | TARR | LIVE |
| 76282585 | 2657168 | NATURADE SINCE 1926 | TARR | LIVE |
| 76139672 | 2552154 | NATURADE TOTAL SOY | TARR | LIVE |
| 75937194 | 2742648 | RIBO-TEIN | TARR | LIVE |
| 75671731 | 2439248 | LASTING ENERGY | TARR | LIVE |
| 75671206 | 2649791 | CHOLESTEROL SUPPORT | TARR | LIVE |
| 75671204 | 2598406 | CHINEQUALIZE | TARR | LIVE |
| 75636871 | 2427436 | KEEP WELL | TARR | LIVE |
| 75513146 | 2375911 | EDUTRITION | TARR | LIVE |
| 75506257 | 2350814 | THE CHINESE WAY | TARR | LIVE |
| 75506254 | 2350813 | KIDS' PLEX | TARR | LIVE |
| 74504661 | 1950118 | PERFORMANCE | TARR | LIVE |
| 73783047 | 1575936 | ALOE VERA 80 | TARR | LIVE |
| 73423058 | 1291786 | POWER SHAKE | TARR | LIVE |
| 73256171 | 1171942 | EXPEC | TARR | LIVE |

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

NATURADE, INC.

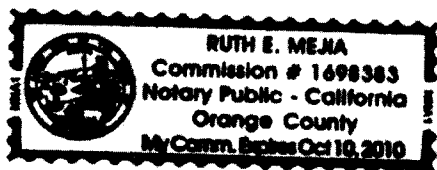
By: 

Name: Richard Munro

Title: CEO

STATE OF California)
) ss.:
COUNTY OF Orange)

On this 5th day of November, 2007, before me personally came Richard
Leslie Munro who, being by me duly sworn, did state as follows: that [s]he is
CEO of Naturade, Inc. that [s]he is authorized to execute the foregoing Grant on
behalf of said corporation and that [s]he did so by authority of the [Board of Directors] of said
corporation.



Ruth E. Mejia
Notary Public

Grant

LAURUS MASTER FUND, LTD.

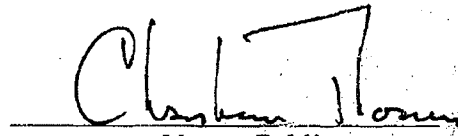
By: _____

Name: DAVID GRIN

Title: DIRECTOR

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 7th day of November, 2007, before me personally came _____
David Grin who, being by me duly sworn, did state as follows: that [s]he is
Director of Laurus Master Fund, Ltd., that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.



Notary Public

CHRISTIAN THOMAS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02TH6124424
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES 3 / 28 / 2009

Grant