

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 |
|--------------------------------------|----------|----------------|--|
| Freelife International Holdings, LLC | | 12/05/2007 | LIMITED LIABILITY COMPANY: CONNECTICUT |
| Freelife International, Inc. | | 12/05/2007 | CORPORATION: CONNECTICUT |

RECEIVING PARTY DATA

| | |
|-------------------|-----------------------------|
| Name: | Bank of America, N.A. |
| Street Address: | 1201 Main Street |
| Internal Address: | 6th Floor |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75202 |
| Entity Type: | Association: NORTH CAROLINA |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 2809267 | FREELIFE |
| Registration Number: | 2904019 | HIMALAYAN GOJI |
| Registration Number: | 2942083 | HIMALAYAN GOJI JUICE |
| Registration Number: | 2996108 | THE HIMALAYAN HEALTH SECRET |

CORRESPONDENCE DATA

Fax Number: (202)661-2299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-661-2200
 Email: winterfeldtb@ballardspahr.com, coughlinb@ballardspahr.com,
 cummingsd@ballardspahr.com, dcdoCKET@ballardspahr.com
 Correspondent Name: Brian J. Winterfeldt, Esq.
 Address Line 1: 601 13th Stree, N.W.
 Address Line 2: Suite 1000 South

CH \$115.00 2809267

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

014028

NAME OF SUBMITTER:

Bryce D. Coughlin

Signature:

/bdc/

Date:

02/14/2008

Total Attachments: 3

source=PDF013#page1.tif

source=PDF013#page2.tif

source=PDF013#page3.tif

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME OF CONTACT FILER (Name)
Phone (800) 331-3282 Fax (318) 882-4141 **FILING #0002666999 PG 01 OF 01 UCC U-00372**
B. SEND ACKNOWLEDGMENT TO: (Name and Address) **20002 BANK OF AM** **FILED 12/05/2007 08:39 AM PAGE 01249**
CONNECTICUT SECRETARY OF THE STATE

UCC Direct Services **12839107**
P.O. Box 29071 **CTCT**
Glendale, CA 91209-0071

THE ABOVE SPACE IS FOR FILER'S OFFICE USE ONLY

1. SECURED PARTY FULL LEGAL NAME - list only one, do not abbreviate (A or B) - do not abbreviate or combine names

A. ORGANIZATION NAME
Freddie International, Inc.

OR

B. INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME** **SUFFIX**

12. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**
353 County Road **Middletown** **CT** **06460-8574** **USA**

14. BUSINESS CODE **15. TYPE OF ORGANIZATION** **16. JURISDICTION OF ORGANIZATION** **17. ORGANIZATIONAL I.D.#, if any**
NA **CORPORATION** **CT** **0764837** **NONE**

2. ADDITIONAL SECURED PARTY FULL LEGAL NAME - list only one, do not abbreviate (A or B) - do not abbreviate or combine names

A. ORGANIZATION NAME

OR

B. INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME** **SUFFIX**

12. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

14. BUSINESS CODE **15. TYPE OF ORGANIZATION** **16. JURISDICTION OF ORGANIZATION** **17. ORGANIZATIONAL I.D.#, if any**
 NONE

3. SECURED PARTY'S NAME - IF NAME OF TOTAL ASSETOR (SEE ALTERNATE 1) - list only one, do not abbreviate (A or B)

A. ORGANIZATION NAME
Bank of America, N.A.

OR

B. INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME** **SUFFIX**

12. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**
1201 Main Street Mail Code TX1-809-06-01 **Dallas** **TX** **75202-9113** **USA**

4. THE FOLLOWING CAPTIONED BY THE ASSETOR

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit drafts, payment intangibles and general intangibles, including all accounts due to the Pledgor from a factor, rights to payment of money from the Bank under any Sales Contract (as defined in Paragraph 2 below); and all returned or unprocessed goods, stock, or any or lease, realized in an accident or chattel paper. (b) All inventory, including all receivables, work in process and finished goods. (c) All machinery, fixtures, fixtures and other equipment of every kind now owned or hereafter acquired by the Pledgor, including, but not limited to, the equipment described in the attached Equipment Description, if any. (d) All receivables and assignable documents of title covering any Collateral. (e) All accounts, attachments and other obligations to the Collateral, and all bills, parts and accessories used in connection with the Collateral. (f) All stock and interests in any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all other accounts, benefits and proceeds receivable on account of the Collateral, all rights under securities and insurance contracts, letters of credit, promissory or other negotiable instruments covering the Collateral, and any causes of action relating to the Collateral. (g) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

1. AUTOMATIC REMOVAL OF FILING **LESSER JURISDICTION** **CONFLICTING JURISDICTION** **SALES ORDER** **FILED OR FILED** **ALL LISTS** **NON-UCC FILINGS**

2. FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC9) (FEE: \$10.00) **3. CHECK IF RECEIPT REQUESTED (FOR UCC9) (FEE: \$10.00)** **All Details** **Debtor 1** **Debtor 2**

3. ADDITIONAL FILER REFERENCE DATA
12839107 **000072** **318 002215** **05 CENTRAL**
PLINE OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC9) (FEE: \$10.00) **ISSUED BY THE SECRETARY OF THE STATE, CONNECTICUT, 12/05/2007 12:00 PM**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ballard Spahr Andrews & Ingersoll, LLP
 3300 North Central Avenue, Suite 1800
 Phoenix, Arizona 85012
 Attention: Kim H. Bullerdick

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **0002606999**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Freelife International, Inc.

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

7c. MAILING ADDRESS

| | | | |
|------|-------|-------------|---------|
| CITY | STATE | POSTAL CODE | COUNTRY |
|------|-------|-------------|---------|

| | | | | |
|--------------------------|-----------------------------------|--------------------------|----------------------------------|---------------------------------|
| 7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any |
|--------------------------|-----------------------------------|--------------------------|----------------------------------|---------------------------------|

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

See Section 13 of Amendment Addendum

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Bank of America, N.A.

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

10. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Item 1a on Amendment form)

0002606999

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Bank of America, N.A.

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

1. THE SECURITY. The undersigned, FreeLife International, Inc., a Connecticut corporation, and FreeLife International Holdings, LLC, a Connecticut limited liability company (together, the "Pledgor"), hereby assigns and grants to Bank of America, N.A. (the "Bank") a security interest in the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, investment property, letter of credit rights, commercial tort claims, payment intangibles and general intangibles, including all amounts due to the Pledgor from a factor; rights to payment of money from the Bank under any Swap Contract; and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper. "Swap Contract" means any interest rate credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and the Bank, where "Debtor" means each party obligated under any indebtedness and "indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Debtor or any one or more of them to the Bank, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by the Bank by assignment or otherwise.

(b) All inventory, including all materials, work in process and finished goods.

(c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Pledgor.

(d) All of the Pledgor's deposit accounts with the Bank. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All negotiable and nonnegotiable documents of title covering any Collateral.

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.

(j) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT ADDENDUM (FORM UCC3Ad) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

RECORDED: 02/14/2008

TRADEMARK
REEL: 003720 FRAME: 0027