

**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
RENEW LIFE FORMULAS, INC.		03/11/2008	CORPORATION: FLORIDA

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:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2171387	PARAGONE
Registration Number:	2171386	PARAZYME
Registration Number:	2185793	RENEW LIFE
Registration Number:	2227428	
Serial Number:	78446500	FIRST CLEANSE
Serial Number:	77088884	FITSMART
Serial Number:	77088895	FITSMART
Serial Number:	77064988	FIBER 35 DIET
Serial Number:	77065001	FIBER 35 DIET
Serial Number:	77065020	FIBER 35 DIET
Serial Number:	77065034	FIBER 35 DIET

CORRESPONDENCE DATA

Fax Number: (312)577-8756

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

**900101662**

**TRADEMARK  
 REEL: 003740 FRAME: 0156**

**CH \$290.00 2171387**

Email: cheryle.stone@kattenlaw.com  
Correspondent Name: Cheryle Stone c/o Katten Muchin  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

207170-00288

NAME OF SUBMITTER:

Cheryle A. Stone

Signature:

/Cheryle A. Stone/

Date:

03/14/2008

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 11, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 11, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

**RENEW LIFE FORMULAS, INC.,** a  
Florida corporation, as Grantor

By: 

Name: Stan Watson  
Title: Chief Executive Officer

**ACCEPTED AND AGREED**  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

60628399

**TRADEMARK**  
**REEL: 003740 FRAME: 0160**

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.

Very truly yours,

**RENEW LIFE FORMULAS, INC.**, a  
Florida corporation, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**,  
as Agent

By: *Karen M. Dahlquist*  
Name: Karen M. Dahlquist  
Title: Duly Authorized Signatory

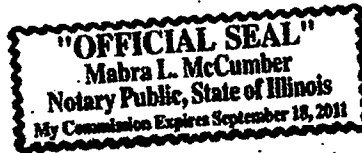
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of Illinois  
County of Cook ) ss.

On this 6<sup>th</sup> day of March, 2008 before me personally appeared Stan Watson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Renew Life Formulas, Inc., a Florida corporation, 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.

Mabra L. McCumber  
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Status	Reg. No. / Ser. No.
Paragone	Registered	Reg. No. 2,171,387 Ser. No. 75/322,397
Parazyme	Registered	Reg. No. 2,171,386 Ser. No. 75/322,394
Renew Life and Design	Registered	Reg. No. 2,185,793 Ser. No. 75/322,398
Design (Sun)	Registered	Reg. No. 2,227,428 Ser. No. 75/322,399
First Cleanse	Abandoned	78/446,500
Fitsmart	Pending	77/088,884
Fitsmart	Pending	77/088,895
Fiber 35	Pending	77/064,988
Fiber 35	Pending	77/065,001
Fiber 35	Pending	77/065,020
Fiber 35	Pending	77/065,034