

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP Paribas		10/07/2009	CORPORATION: FRANCE

RECEIVING PARTY DATA

Name:	Airborne Health, Inc.
Street Address:	26811 South Bay Drive
City:	Bonita Springs
State/Country:	FLORIDA
Postal Code:	34134
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1953427	AIRBORNE
Registration Number:	3162319	AIRBORNE
Registration Number:	3162312	AIRBORNE JR.
Registration Number:	3162321	AIRBORNE JR.
Registration Number:	3162310	NEXT TIME, 'PLOP' THE AIRBORNE!
Registration Number:	3162311	TAKE AIRBORNE
Registration Number:	3236241	AIRBORNE FORMULA
Registration Number:	3236248	AIRBORNE FORMULA
Registration Number:	3236239	AIRBORNE GUMMI LOZENGES
Registration Number:	3416129	AIRBORNE ON-THE-GO
Registration Number:	3410880	AIRBORNE NIGHTTIME
Registration Number:	3366385	AIRBORNE POWER PIXIES

CORRESPONDENCE DATA

900144974

**TRADEMARK
 REEL: 004075 FRAME: 0977**

CH \$315.00 1953427

Fax Number: (973)597-2400

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

Email: lstrademark@lowenstein.com

Correspondent Name: Lowenstein Sandler

Address Line 1: 65 Livingston Avenue

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	23319-2
NAME OF SUBMITTER:	Vanessa A. Ignacio
Signature:	/Vanessa A. Ignacio/
Date:	10/09/2009

Total Attachments: 4

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TRANSFER STATEMENT

THIS TRANSFER STATEMENT (this "Transfer Statement") is executed as of October 7, 2009 by BNP PARIBAS, as administrative agent under the Security Agreement (as defined below)(herein, in such capacity, the "Secured Party"), whose address is 787 Seventh Avenue, New York, New York 10019, pursuant to Article 9 of the Uniform Commercial Code as in effect in the State of New York (the "UCC").

1. AIRBORNE HOLDINGS, INC., a Delaware corporation whose address is c/o Streamline Capital Corporation, 1270 Coast Village Circle, Santa Barbara, CA 93108 ("Holdings"), AIRBORNE HEALTH, INC., a Delaware corporation whose address is c/o Streamline Capital Corporation, 1270 Coast Village Circle, Santa Barbara, CA 93108 ("Borrower"), and the Secured Party are parties to that certain Security Agreement, dated as of November 30, 2006 (the "Security Agreement"). Capitalized terms used herein and not otherwise defined herein are used as defined in the Security Agreement.

2. As security for the payment and performance of the Secured Obligations, pursuant to the Security Agreement, the Borrower granted the Secured Party a security interest in, among other things, all of Borrower's right, title and interest in and to the property described in Exhibit A attached hereto (the "Subject Collateral").

3. Borrower subsequently defaulted in connection with one or more of the Secured Obligations secured by the Subject Collateral. The Secured Party has exercised its post-default remedies with respect to the Subject Collateral and disposed of the Subject Collateral pursuant to Section 9-610 of the UCC pursuant to a private disposition (the "Disposition").

4. Pursuant to Section 9-610 of the UCC, the Secured Party hereby assigns, transfers and conveys to GF PHOENIX CORP. (herein the "Transferee"), whose address is 767 Fifth Avenue, 46th Floor, New York, New York 10153, all right, title and interest of the Borrower, if any, in and to the Subject Collateral, free of the security interest of the Secured Party in such Subject Collateral.

5. Secured Party hereby confirms that it has received [REDACTED] by wire transfer in immediately available funds as payment in full of the bid price of the Transferee at the Disposition and no additional amounts are due to satisfy the obligations of the Transferee to the Secured Party in connection with the Disposition. Lenders having or holding more than 93% of the sum of the aggregate Term Loan Exposure of all Lenders plus the aggregate Revolving Loan Exposure of all Lenders have instructed the Secured Party to make the Disposition and execute this Transfer Statement.


6. The Secured Party hereby authorizes (i) the filing of any UCC financing statement amendments relating to the financing statements currently filed against the Borrower by the Secured Party in connection with the Security Agreement to delete the Subject Collateral from the collateral description thereunder and describing the

collateral deleted as "All "Assets" (as such term is defined in the Asset Purchase Agreement, dated as of October 7, 2009, between Debtor and GF Phoenix Corp.)", (ii) the recording of all documents necessary to reflect of record the termination of the security interest of the Secured Party in any Subject Collateral constituting intellectual property of the Borrower and (iii) the filing or recording of all other documents necessary to reflect of record the termination of the security interest of the Secured Party in the Subject Collateral; provided, however, that the Transferee shall not have any authorization to make any filing or recording with respect to any assets of the Borrower which do not constitute Subject Collateral.

7. THE SECURED PARTY MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER WITH RESPECT TO THE SUBJECT COLLATERAL, INCLUDING, BUT NOT LIMITED TO: MERCHANTABILITY; FITNESS FOR ANY PARTICULAR PURPOSE; DESIGN, QUALITY, CAPACITY, CONDITION OR WORKMANSHIP; COMPLIANCE OF THE SUBJECT COLLATERAL WITH ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR THE EXISTENCE OR NON-EXISTENCE OF ANY SECURITY INTERESTS, LIENS OR OTHER CLAIMS OF ANY THIRD PARTIES TO THE SUBJECT COLLATERAL. THE SUBJECT COLLATERAL HAS BEEN TRANSFERRED "AS IS, WHERE IS." THE SECURED PARTY HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT, OR INFORMATION MADE, COMMUNICATED, OR FURNISHED (ORALLY OR IN WRITING) TO THE TRANSFEREE OR ITS AFFILIATES OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION, OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO THE TRANSFEREE). THE SECURED PARTY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY TO THE TRANSFEREE REGARDING THE PROBABLE SUCCESS, SUFFICIENCY, FITNESS OR PROFITABILITY OF THE SUBJECT COLLATERAL AS USED BY THE TRANSFEREE. THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THE DISPOSITION. NOTWITHSTANDING THE FOREGOING, THE SECURED PARTY REPRESENTS AND WARRANTS TO THE TRANSFEREE THAT THE SECURED PARTY HAS NOT ENTERED INTO ANY PRIOR OR CONTEMPORANEOUS TRANSFER OF THE SUBJECT COLLATERAL OR ITS SECURITY INTEREST THEREIN TO ANY OTHER PERSON OR ENTITY (OR ANY AGREEMENT TO TRANSFER THE SUBJECT COLLATERAL OR ITS SECURITY INTEREST THEREIN).

IN WITNESS WHEREOF, this Transfer Statement has been executed as
of the date first above written.

BNP PARIBAS, as administrative agent
under the Security Agreement

By: 

Name: **BROCK HARRIS**
Title: **MANAGING DIRECTOR**

By: 

Name: **DIMITRI JOBERT**
Title: **DIRECTOR**

TRADEMARK

REEL: 004075 FRAME: 0981

EXHIBIT A
to
Transfer Statement)

DESCRIPTION OF SUBJECT COLLATERAL

All "Assets" (as such term is defined in the Asset Purchase Agreement, dated as of October 7,
2009, between the Borrower and the Transferee)
