

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Healthy Directions, LLC		12/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
Healthy Directions Publishing, LLC		12/21/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ableco, L.L.C.
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 136

Property Type	Number	Word Mark
Serial Number:	77936379	OMEGA DEFENSE
Registration Number:	3865736	CONFIDENT CONTROL
Registration Number:	3884145	TOTAL CARDIOCOVER
Registration Number:	3788642	BRILLIANT MIND
Registration Number:	3819510	SLEEK LEGS
Registration Number:	3750847	STRESS MELTS
Registration Number:	3796911	DAILY BALANCE SILHOUETTE
Registration Number:	3703493	STRESS ANSWER
Registration Number:	3710463	BLACK COHOSH MLV
Registration Number:	3694066	SLEEP ANSWER
Registration Number:	3755924	TONALEAN-3
Registration Number:	3652572	RAPID IMMUNE DAILY

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Registration Number:	3681301	IFS DEFENSE
Registration Number:	3677786	TRILANE
Registration Number:	3659203	REJUVAMASK
Registration Number:	3586603	BONE SOLUTIONS
Registration Number:	3613741	TRIPLE LONGEVITY
Registration Number:	3681121	METABO-X
Registration Number:	3652198	ADVANCED NATTOKINASE
Registration Number:	3644423	HARMONY HORMONE BALANCE FOR WOMEN
Registration Number:	3513987	HAIR & NAILS REVITALIZER
Registration Number:	3724226	CARDIO QUALITY
Serial Number:	77364358	THRIVE
Registration Number:	3513982	FORWARD NUTRITION
Registration Number:	3513881	SOOTHING GI RENEWAL
Registration Number:	3599465	DETOX ADVANTAGE
Registration Number:	3502834	DAILY BALANCE JOINT ANSWER
Registration Number:	3502798	Q10 ANSWER
Registration Number:	3422490	NATTOPLUS
Registration Number:	3415458	BLADDER ANSWER
Registration Number:	3415457	TRIVERATROL PLUS
Registration Number:	3742788	HERBAL SUPERFOOD ENERGIZER
Registration Number:	3477690	ADVANCED PHYTONUTRIENT SHIELD
Registration Number:	3493452	PERIPRO ESSENTIALS
Registration Number:	3419377	VEIN ANSWER
Registration Number:	3477281	NATIVE PHYTONUTRIENTS
Registration Number:	3566074	HEALTHY GI ADVANTAGE
Registration Number:	3427572	JOINT ADVANTAGE CLASSIC
Registration Number:	3497299	WOMEN'S WELLNESS TODAY
Registration Number:	3409215	VISION ESSENTIALS
Registration Number:	3386822	PENEZYME
Registration Number:	3304674	DAILY BALANCE BLOOD SUGAR ANSWER
Registration Number:	3433131	JOINT ADVANTAGE GOLD
Registration Number:	3321422	RELAX ADVANTAGE
Registration Number:	3480655	CHOLESTEROL ESSENTIALS
Registration Number:	3280916	DAILY BALANCE NATTO BP
Registration Number:	3283862	RESTFUL NIGHT ESSENTIALS

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Registration Number:	3473803	OCEAN ACTIVES
Registration Number:	3270042	BIOADAPT
Registration Number:	3243041	DAILY BALANCE APPETITE SUPPRESSANT
Registration Number:	3181963	BLOOD SUGAR ADVANTAGE
Registration Number:	3277113	BIOSERENE
Registration Number:	3178537	PROSTACOMPLETE
Registration Number:	3240853	O-3 ESSENTIALS
Registration Number:	3759344	PHYTONUTRIENT ESSENTIALS
Registration Number:	3411682	CIRCULATE
Registration Number:	3349485	HEALTHY DIRECTIONS
Registration Number:	3262370	DAILY BALANCE PROBIOTIC ANSWER
Registration Number:	3197445	NATTOFLOW
Registration Number:	3166316	DAILY ANSWER MULTINUTRIENT FOR WOMEN
Registration Number:	3166284	VITAL DIGESTION
Registration Number:	3202704	DR. STEPHEN SINATRA'S HEART, HEALTH & NUTRITION A CARDIOLOGIST'S GUIDE TO TOTAL WELLNESS
Registration Number:	3086688	VITAL EFA
Registration Number:	3399416	SIMPLE LIVING
Registration Number:	3248187	METABOLIC ESSENTIALS
Registration Number:	3121850	PROTEIN ADVANTAGE ENERGY SHAKE
Registration Number:	3187978	DAILY BALANCE ALKALINIZER
Registration Number:	3160142	DAILY BALANCE BONE REVITALIZER
Registration Number:	3080733	PHASECLEAR
Registration Number:	3134025	SHENANDOAH NUTRITION
Registration Number:	3096714	VISION CARE
Registration Number:	3030881	BP CARE
Registration Number:	3030880	DAILY CHOLESTEROL
Registration Number:	3096713	ANTIOXIDANT DEFENSE
Registration Number:	3112860	BRAIN ADVANTAGE
Registration Number:	3151907	DAILY BALANCE RADIANCE
Registration Number:	3143062	ULTRAFLEX SOOTHING COMFORT
Registration Number:	3027254	PROSTATE SOLUTIONS
Registration Number:	3056459	VITAL MOOD
Registration Number:	3104926	DAILY BALANCE RADIANCE
Registration Number:	3134001	VITAL COMFORT

Registration Number:	3184452	PREZYME
Registration Number:	3013005	DAILY BALANCE ESSENTIAL FATTY ACID COMPLEX
Registration Number:	2984084	OSTEOBUILD ADVANTAGE
Registration Number:	2993196	DAILY BALANCE PAIN RELIEF CREAM
Registration Number:	2846130	PROBIOTIC ADVANTAGE
Registration Number:	3146155	PEARLBIOTICS
Registration Number:	2858840	BP ESSENTIALS
Registration Number:	2780171	EFA ADVANTAGE
Registration Number:	2775611	DAILY BALANCE L-CARNITINE
Registration Number:	2709066	DAILY BALANCE MEAL REPLACEMENT SHAKE
Registration Number:	2674418	NEURO-VASCULAR SUPPORT
Registration Number:	2353134	DOCTORS' PREFERRED
Registration Number:	1979760	HEALTHY DIRECTIONS
Registration Number:	1976798	FORWARD
Registration Number:	1979761	ENERGY ESSENTIALS
Registration Number:	1993549	
Registration Number:	2239656	JOINT ESSENTIALS
Registration Number:	2585577	DAILY BALANCE
Registration Number:	2455733	HEART ADVANTAGE
Registration Number:	2317016	MOUNTAIN HOME DAILY ADVANTAGE
Registration Number:	2391857	DOCTORS' PREFERRED
Registration Number:	2222042	MOUNTAIN HOME NUTRITIONALS
Registration Number:	2101255	FORWARD PLUS DAILY REGIMEN
Registration Number:	2513109	JOINT SOLUTIONS
Registration Number:	2750895	NATURAL PAIN ADVANTAGE
Registration Number:	2513311	SEARCHING THE WORLD FOR BETTER HEALTH
Registration Number:	2565886	CRANBERRY ESSENTIALS
Registration Number:	2589018	HERBAL SUPERFOOD BOOSTER
Registration Number:	2456029	CHOLESTEROL SOLUTIONS
Registration Number:	2598508	VISION ADVANTAGE
Registration Number:	2643391	ADVANCED ANTIOXIDANT SHIELD
Registration Number:	2476286	ADVANCED BIOSOLUTIONS
Registration Number:	2575637	ENERGY VITALIZER
Registration Number:	2278025	MEMORY ESSENTIALS
Registration Number:	1873837	ALTERNATIVES

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Registration Number:	2860515	ONESOY
Registration Number:	2434014	JOINT & MUSCLE COMFORT
Registration Number:	2127412	HEALTH & HEALING
Registration Number:	2085633	HEALTH WISDOM FOR WOMEN
Registration Number:	1679079	HEALTH & HEALING
Registration Number:	2776404	THE NATURAL BEDCOZY
Registration Number:	3036139	Q10 ADVANTAGE
Registration Number:	2680246	GLUCOSE ESSENTIALS
Registration Number:	3887962	ECKOSUN PLUS
Registration Number:	3884370	PERIVA
Serial Number:	85035441	ULTRA OMEGA Q
Serial Number:	85035457	GI BLISS
Serial Number:	85035480	SOOTHING GI
Serial Number:	85086472	HEART OF A WOMAN
Serial Number:	85111153	VIBRANT DAY
Serial Number:	85135204	HONEST VITAMINS
Serial Number:	85139019	DAILY VITALITY
Serial Number:	85162675	RESVERAPRIME
Registration Number:	3195155	RIBOBOOST
Serial Number:	77896792	BODYPROOF

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2552
Email: marisa.davidson@srz.com
Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1188
NAME OF SUBMITTER:	Marisa Davidson (014951-1188)
Signature:	/kfc for md/
Date:	12/23/2010

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of December, 2010, among Grantors listed on the signature page hereof ("Grantors"), and Ableco, L.L.C., a Delaware limited liability company ("Ableco"), in its capacity as collateral agent (together with its successors, and assigns, if any, in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of December 21, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), by and among PH Holdco, LLC, a Delaware limited liability company ("Holdings"), Healthy Directions, LLC, a Delaware limited liability company (f/k/a PH Opco LLC, the "Borrower"), the several financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders"), Ableco, L.L.C., a Delaware limited liability ("Ableco"), as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") and Ableco, as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent"), the Lenders have severally agreed to make a term loan to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors have executed and delivered to Collateral Agent, for the benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of December 21, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the 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, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each of the Grantors hereby grants to Collateral Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all of such 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 Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, Borrower or any Guarantor, to Collateral Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantors.

4. **GUARANTEE AND COLLATERAL AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Agent and Lenders, pursuant to the Guarantee and Collateral Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any of the Grantors shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this

Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

HEALTHY DIRECTIONS, LLC,
a Delaware limited liability company

By: 
Name: Laurie Tawney
Title: Chief Financial Officer

HEALTHY DIRECTIONS PUBLISHING, LLC,
a Delaware limited liability company

By: 
Name: Laurie Tawney
Title: Chief Financial Officer

COLLATERAL AGENT:

ABLECO, L.L.C.,
a Delaware limited liability company,
as Collateral Agent

By: _____
Name: *Daniel E. Wolf*
Title: *President*

Trademark Security Agreement

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Application No	Application Date	Registration Number	Registration Date	Owner	Country
OMEGA DEFENSE	77/936379	2/16/2010			Healthy Directions, LLC	USA
CONFIDENT CONTROL	77/870837	11/12/2009	3865736	10/19/2010	Healthy Directions, LLC	USA
BRILLIANT MIND	77/768059	6/25/2009	3788642	5/11/2010	Healthy Directions, LLC	USA
TOTAL CARDIOCOVER	77/865516	11/5/2009	3884145	11/30/2010	Healthy Directions, LLC	USA
SLEEK LEGS	77/724586	4/29/2009	3819510	7/13/2010	Healthy Directions, LLC	USA
STRESS MELTS	77/677933	2/25/2009	3750847	2/16/2010	Healthy Directions, LLC	USA
DAILY BALANCE SILHOUETTE	77/666015	2/9/2009	3796911	6/1/2010	Healthy Directions, LLC	USA
STRESS ANSWER	77/664725	2/6/2009	3703493	10/27/2009	Healthy Directions, LLC	USA
BLACK COHOSH MLV	77/658940	1/29/2009	3710463	11/10/2009	Healthy Directions, LLC	USA
SLEEP ANSWER	77/625719	12/3/2008	3694066	10/6/2009	Healthy Directions, LLC	USA
TONALEAN-3	77/649412	1/14/2009	3755924	3/2/2010	Healthy Directions, LLC	USA
RAPID IMMUNE DAILY	77/579783	9/26/2008	3652572	7/7/2009	Healthy Directions, LLC	USA
IFS DEFENSE	77/588015	10/8/2008	3681301	9/8/2009	Healthy Directions, LLC	USA
TRILANE	77/615648	11/17/2008	3677786	9/1/2009	Healthy Directions, LLC	USA
REJUVAMASK	77/543758	8/11/2008	3659203	7/21/2009	Healthy Directions, LLC	USA
BONE SOLUTIONS	77/535775	7/31/2008	3586603	3/10/2009	Healthy Directions, LLC	USA
TRIPLE LONGEVITY	77/526837	7/21/2008	3613741	4/28/2009	Healthy Directions, LLC	USA
METABO-X	77/521633	7/14/2008	3681121	9/8/2009	Healthy Directions, LLC	USA
ADVANCED NATTOKINASE	77/432767	3/27/2008	3652198	7/7/2009	Healthy Directions, LLC	USA
HARMONY HORMONE BALANCE FOR WOMEN	77/387824	2/4/2008	3644423	6/23/2009	Healthy Directions, LLC	USA
HAIR & NAILS REVITALIZER	77/367589	1/9/2008	3513987	10/7/2008	Healthy Directions, LLC	USA
CARDIO QUALITY	77/388935	2/6/2008	3724226	12/15/2009	Healthy Directions, LLC	USA
THRIVE	77/364358	1/4/2008			Healthy Directions, LLC	USA
FORWARD NUTRITION	77/362730	1/2/2008	3513982	10/7/2008	Healthy Directions, LLC	USA

Mark	Application No	Application Date	Registration Number	Registration Date	Owner	Country
SOOTHING GI RENEWAL	77/321581	11/5/2007	3513881	10/7/2008	Healthy Directions, LLC	USA
DETOX ADVANTAGE	77/303100	10/12/2007	3599465	3/31/2009	Healthy Directions, LLC	USA
DAILY BALANCE JOINT ANSWER	77/285340	9/21/2007	3502834	9/16/2008	Healthy Directions, LLC	USA
Q10 ANSWER	77/272121	9/5/2007	3502798	9/16/2008	Healthy Directions, LLC	USA
NATTOPLUS	77/263485	8/24/2007	3422490	5/6/2008	Healthy Directions, LLC	USA
BLADDER ANSWER	77/215366	6/26/2007	3415458	4/22/2008	Healthy Directions, LLC	USA
TRIVERATROL PLUS	77/215356	6/26/2007	3415457	4/22/2008	Healthy Directions, LLC	USA
HERBAL SUPERFOOD ENERGIZER	77/203558	6/12/2007	3742788	1/26/2010	Healthy Directions, LLC	USA
ADVANCED PHYTONUTRIENT SHIELD	77/203586	6/12/2007	3477690	7/29/2008	Healthy Directions, LLC	USA
PERIPRO ESSENTIALS	77/168686	4/30/2007	3493452	8/26/2008	Healthy Directions, LLC	USA
VEIN ANSWER	77/100545	2/6/2007	3419377	4/29/2008	Healthy Directions, LLC	USA
NATIVE PHYTONUTRIENTS	77/063249	12/13/2006	3477281	7/29/2008	Healthy Directions, LLC	USA
HEALTHY GI ADVANTAGE	78/971458	9/11/2006	3566074	1/20/2009	Healthy Directions, LLC	USA
JOINT ADVANTAGE CLASSIC	77/054930	12/1/2006	3427572	5/13/2008	Healthy Directions, LLC	USA
WOMEN'S WELLNESS TODAY	78/967312	9/5/2006	3497299	9/2/2008	Healthy Directions, LLC	USA
VISION ESSENTIALS	78/937537	7/26/2006	3409215	4/8/2008	Healthy Directions, LLC	USA
PENEZYME	78/912478	6/20/2006	3386822	2/19/2008	Healthy Directions, LLC	USA
DAILY BALANCE BLOOD SUGAR ANSWER	78/911901	6/20/2006	3304674	10/2/2007	Healthy Directions, LLC	USA
JOINT ADVANTAGE GOLD	78/861064	4/13/2006	3433131	5/20/2008	Healthy Directions, LLC	USA
RELAX ADVANTAGE	78/852241	4/3/2006	3321422	10/23/2007	Healthy Directions, LLC	USA
CHOLESTEROL ESSENTIALS	78/848668	3/29/2006	3480655	8/5/2008	Healthy Directions, LLC	USA
DAILY BALANCE NATTO BP	78/834249	3/10/2006	3280916	8/14/2007	Healthy Directions, LLC	USA
RESTFUL NIGHT ESSENTIALS	78/824404	2/27/2006	3283862	8/21/2007	Healthy Directions, LLC	USA

Mark	Application No	Application Date	Registration Number	Registration Date	Owner	Country
OCEAN ACTIVES	78/763460	11/30/2005	3473803	7/22/2008	Healthy Directions, LLC	USA
BioAdapt	78/748290	11/7/2005	3270042	7/24/2007	Healthy Directions, LLC	USA
DAILY BALANCE APPETITE SUPPRESSANT	78/704212	8/31/2005	3243041	5/15/2007	Healthy Directions, LLC	USA
BLOOD SUGAR ADVANTAGE	78/689842	8/10/2005	3181963	12/5/2006	Healthy Directions, LLC	USA
BIOSERENE	78/686728	8/5/2005	3277113	8/7/2007	Healthy Directions, LLC	USA
PROSTACOMPLETE	78/667777	7/11/2005	3178537	11/28/2006	Healthy Directions, LLC	USA
0-3 ESSENTIALS	78/656063	6/22/2005	3240853	5/8/2007	Healthy Directions, LLC	USA
PHYTONUTRIENT ESSENTIALS	78/676009	7/22/2005	3759344	3/9/2010	Healthy Directions, LLC	USA
CIRCULATE	78/637878	5/26/2005	3411682	4/15/2008	Healthy Directions, LLC	USA
HEALTHY DIRECTIONS	78/583680	3/9/2005	3349485	12/4/2007	Healthy Directions, LLC	USA
DAILY BALANCE PROBIOTIC ANSWER	78/578718	3/2/2005	3262370	7/10/2007	Healthy Directions, LLC	USA
NATTOFLOW	78/540110	12/30/2004	3197445	1/9/2007	Healthy Directions, LLC	USA
DAILY ANSWER MULTINUTRIENT FOR WOMEN	78/540122	12/30/2004	3166316	10/31/2006	Healthy Directions, LLC	USA
VITAL DIGESTION	78/529070	12/8/2004	3166284	10/31/2006	Healthy Directions, LLC	USA
DR. STEPHEN SINATRA'S -HEART, HEALTH & NUTRITION	78/519411	11/18/2004	3202704	1/23/2007	Healthy Directions, LLC	USA
VITAL EFA	78/529158	12/8/2004	3086688	4/25/2006	Healthy Directions, LLC	USA
SIMPLE LIVING	78/507440	10/28/2004	3399416	3/18/2008	Healthy Directions, LLC	USA
METABOLIC ESSENTIALS	78/488588	9/23/2004	3248187	5/29/2007	Healthy Directions, LLC	USA
PROTEIN ADVANTAGE ENERGY SHAKE	78/488639	9/23/2004	3121850	7/25/2006	Healthy Directions, LLC	USA
DAILY BALANCE ALKALINIZER	78/472672	8/24/2004	3187978	12/19/2006	Healthy Directions, LLC	USA
DAILY BALANCE BONE REVITALIZER	78/472739	8/24/2004	3160142	10/17/2006	Healthy Directions, LLC	USA
PHASECLEAR	78/472722	8/24/2004	3080733	4/11/2006	Healthy Directions, LLC	USA
SHENANDOAH NUTRITION	78/472466	8/24/2004	3134025	8/22/2006	Healthy Directions, LLC	USA

Mark	Application No	Application Date	Registration Number	Registration Date	Owner	Country
VISIONCARE	78/478464	9/3/2004	3096714	5/23/2006	Healthy Directions, LLC	USA
BP CARE	78/478453	9/3/2004	3030881	12/13/2005	Healthy Directions, LLC	USA
DAILY CHOLESTEROL	78/478446	9/3/2004	3030880	12/13/2005	Healthy Directions, LLC	USA
ANTIOXIDANT DEFENSE	78/478460	9/3/2004	3096713	5/23/2006	Healthy Directions, LLC	USA
BRAIN ADVANTAGE	78/459054	7/29/2004	3112860	7/4/2006	Healthy Directions, LLC	USA
DAILY BALANCE RADIANCE	78/503580	10/21/2004	3151907	10/3/2006	Healthy Directions, LLC	USA
ULTRAFLEX SOOTHING COMFORT	78/422446	5/20/2004	3143062	9/12/2006	Healthy Directions, LLC	USA
PROSTATE SOLUTIONS	78/428771	6/2/2004	3027254	12/13/2005	Healthy Directions, LLC	USA
VITAL MOOD	78/406484	4/22/2004	3056459	1/31/2006	Healthy Directions, LLC	USA
DAILY BALANCE RADIANCE	78/425607	5/26/2004	3104926	6/13/2006	Healthy Directions, LLC	USA
VITAL COMFORT	78/465496	8/11/2004	3134001	8/22/2006	Healthy Directions, LLC	USA
PREZYME	78/406492	4/22/2004	3184452	12/12/2006	Healthy Directions, LLC	USA
DAILY BALANCE ESSENTIAL FATTY ACID COMPLEX	78/366037	2/11/2004	3013005	11/8/2005	Healthy Directions, LLC	USA
OSTEOBUILD ADVANTAGE	78/324711	11/7/2003	2984084	8/9/2005	Healthy Directions, LLC	USA
DAILY BALANCE PAIN RELIEF CREAM	78/291174	8/22/2003	2993196	9/6/2005	Healthy Directions, LLC	USA
PROBIOTIC ADVANTAGE	76/471997	11/21/2002	2846130	5/25/2004	Healthy Directions, LLC	USA
PEARLBIOTICS	78/218620	2/25/2003	3146155	9/19/2006	Healthy Directions, LLC	USA
BP ESSENTIALS	78/156337	8/21/2002	2858840	6/29/2004	Healthy Directions, LLC	USA
EFA ADVANTAGE	76/429908	7/3/2002	2760171	9/2/2003	Healthy Directions, LLC	USA
DAILY BALANCE L-CARNITINE	78/156326	8/21/2002	2775611	10/21/2003	Healthy Directions, LLC	USA
DAILY BALANCE MEAL REPLACEMENT SHAKE	76/407000	5/10/2002	2709066	4/22/2003	Healthy Directions, LLC	USA
NEURO-VASCULAR SUPPORT	76/327204	10/19/2001	2674418	1/14/2003	Healthy Directions, LLC	USA
DOCTOR'S PREFERRED & MORTAR DESIGN	75/471658	4/22/1998	2353134	5/30/2000	Healthy Directions, LLC	USA

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HEALTHY DIRECTIONS	74/700637	7/13/1995	1979760	6/11/1996	Healthy Directions, LLC	USA
FORWARD	74/700636	7/13/1995	1976798	5/28/1996	Healthy Directions, LLC	USA
ENERGY ESSENTIALS	74/700638	7/13/1995	1979761	6/11/1996	Healthy Directions, LLC	USA
ARROW DESIGN	74/727251	9/11/1995	1993549	8/13/1996	Healthy Directions, LLC	USA
JOINT ESSENTIALS	75/322800	7/11/1997	2239656	4/13/1999	Healthy Directions, LLC	USA
DAILY BALANCE	75/352072	9/5/1997	2585577	6/25/2002	Healthy Directions, LLC	USA
HEART ADVANTAGE	75/456993	3/25/1998	2455733	5/29/2001	Healthy Directions, LLC	USA
MOUNTAIN HOME DAILY ADVANTAGE	75/323049	7/11/1997	2317016	2/8/2000	Healthy Directions, LLC	USA
DOCTORS' PREFERRED INC.	75/318069	7/1/1997	2391857	10/3/2000	Healthy Directions, LLC	USA
MOUNTAIN HOME NUTRITIONALS	75/318074	7/1/1997	2222042	2/2/1999	Healthy Directions, LLC	USA
FORWARD PLUS DAILY REGIMEN	75/156143	8/23/1996	2101255	9/30/1997	Healthy Directions, LLC	USA
JOINT SOLUTIONS	75/652326	3/5/1999	2513109	11/27/2001	Healthy Directions, LLC	USA
NATURAL PAIN ADVANTAGE	76/175396	12/5/2000	2750895	8/12/2003	Healthy Directions, LLC	USA
SEARCHING THE WORLD FOR BETTER HEALTH	75/843236	11/8/1999	2513311	11/27/2001	Healthy Directions, LLC	USA
CRANBERRY ESSENTIALS	75/893401	1/7/2000	2565886	4/30/2002	Healthy Directions, LLC	USA
HERBAL SUPERFOOD BOOSTER	75/768605	8/5/1999	2589018	7/2/2002	Healthy Directions, LLC	USA
CHOLESTEROL SOLUTIONS	75/654905	3/5/1999	2456029	5/29/2001	Healthy Directions, LLC	USA
VISION ADVANTAGE	75/768606	8/5/1999	2598508	7/23/2002	Healthy Directions, LLC	USA
ADVANCED ANTIOXIDANT SHIELD	75/768603	8/5/1999	2643391	10/29/2002	Healthy Directions, LLC	USA
ADVANCED BIOSOLUTIONS	75/640006	2/12/1999	2476286	8/7/2001	Healthy Directions, LLC	USA
ENERGY VITALIZER	76/165410	11/15/2000	2575637	6/4/2002	Healthy Directions, LLC	USA
MEMORY ESSENTIALS	75/526836	7/28/1998	2278025	9/14/1999	Healthy Directions, LLC	USA
ALTERNITIVES	74/487512	2/7/1994	1873837	1/17/1995	Healthy Directions Publishing, LLC	USA

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ONESOY	75/938251	3/8/2000	2860515	7/6/2004	Healthy Directions, LLC	USA
JOINT & MUSCLE COMFORT	75/598269	12/2/1998	2434014	3/6/2001	Healthy Directions, LLC	USA
HEALTH & HEALING	75/241374	1/23/1997	2127412	1/6/1998	Healthy Directions Publishing, LLC	USA
HEALTH WISDOM FOR WOMEN	75/101017	4/30/1996	2085633	8/5/1997	Healthy Directions Publishing, LLC	USA
HEALTH & HEALING	74/164072	5/6/1991	1679079	3/10/1992	Healthy Directions Publishing, LLC	USA
THE NATURAL BEDCOZY	76/314716	9/20/2001	2776404	10/21/2003	Healthy Directions Publishing, LLC	USA
Q10 ADVANTAGE	76/336046	11/9/2001	3036139	12/27/2005	Healthy Directions, LLC	USA
GLUCOSE ESSENTIALS	76/327206	10/19/2001	2680246	1/28/2003	Healthy Directions, LLC	USA
ECKOSUN PLUS	77/937938	2/17/2010	3887962	12/7/2010	Healthy Directions, LLC	USA
PERIVA	77/963321	3/19/2010	3884370	11/30/2010	Healthy Directions, LLC	USA
ULTRA OMEGA Q	85/035441	5/11/2010			Healthy Directions, LLC	USA
GI BLISS	85/035457	5/11/2010			Healthy Directions, LLC	USA
SOOTHING GI	85/035480	5/11/2010			Healthy Directions, LLC	USA
HEART OF A WOMAN	85/086472	7/16/2010			Healthy Directions, LLC	USA
VIBRANT DAY	85/111153	8/19/2010			Healthy Directions, LLC	USA
HONEST VITAMINS	85/135204	9/22/2010			Healthy Directions, LLC	USA
DAILY VITALITY	85/139019	9/27/2010			Healthy Directions, LLC	USA
ResveraPrime	85/162675	10/27/2010			Healthy Directions, LLC	USA
RIBOBOOST	78/637735	5/26/2005	3195155	1/2/2007	Healthy Directions, LLC	USA
BODYPROOF	77/896792	12/18/2009			Healthy Directions, LLC	USA