

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Matrixx Initiatives, Inc.		06/30/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2978529	BETTER WAYS TO GET BETTER	
<b>Registration Number:</b>	3046748	BETTER WAYS TO GET BETTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6179518000		
<b>Email:</b>	jennifer.kagan@bingham.com		
<b>Correspondent Name:</b>	Jennifer Kagan		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	Bingham McCutchen LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	0000353779		
<b>NAME OF SUBMITTER:</b>	Jennifer Kagan		
<b>Signature:</b>	/jenniferkagan/		

OP \$65.00 2978529

**900195943**

**TRADEMARK**  
**REEL: 004572 FRAME: 0954**

Date:

06/30/2011

**Total Attachments: 5**

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**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "*Agreement*"), effective as of June 30, 2011 is made by **MATRIX INITIATIVES, INC.**, a Delaware corporation, located at 8515 E. Anderson Drive, Scottsdale, Arizona 85255 (the "*Grantor*"), in favor of **ARES CAPITAL CORPORATION**, a Maryland Corporation ("*ARCC*"), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns in such capacity, "*Collateral Agent*").

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among **WONDER HOLDINGS ACQUISITION CORP.**, a Delaware corporation ("*Parent*"), its Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, Grantor, the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*") and ARCC as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the "*Administrative Agent*", and, together with the Collateral Agent, collectively, the "*Agents*" and each an "*Agent*"), the Lenders have severally agreed to make Loans to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered a Security Agreement, dated as of June 30, 2011, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Letter of Credit Issuer to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under all of its Trademarks (including, without limitation, those listed on Schedule A hereto, but excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted by the U.S. Patent and Trademark Office unless and until such time as the grant of such security interest and Lien will not affect the validity of such "intent to use" Trademark application (collectively, the "***Trademark Collateral***")), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Remedies. Effective solely upon the occurrence and during the continuance of an Event of Default and upon demand made by the Collateral Agent (without requiring further action by either party and to be effective upon such demand), Grantor hereby assigns, transfers and conveys all of Grantor's right, title and interest in, to and under all of its Trademark Collateral to the Collateral Agent, for the benefit of the Secured Parties.

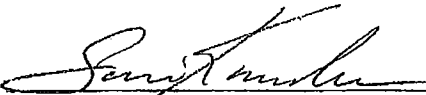
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. Termination. This Agreement shall Terminate and the Lien on and security interest in the Trademark Collateral shall be deemed released on the Termination Date. Upon the termination of this Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor, and at the Grantor's cost and expense, to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MATRXX INITIATIVES, INC.,  
a Delaware corporation,  
as Grantor

By:   
Name: Samir Kamdar  
Title: Chief Financial Officer and  
Chief Operating Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004572 FRAME: 0958

ARES CAPITAL CORPORATION,  
a Maryland corporation,  
as Collateral Agent

By:   
Name: Kipp deVeer  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004572 FRAME: 0959**

**SCHEDULE A**  
**U.S. Trademark Registrations and Applications**

Trademarks

<b>Country</b>	<b>Trademark</b>	<b>Application. No. Filing Date</b>	<b>Registration No. Registered</b>	<b>Owner</b>
US	BETTER WAYS TO GET BETTER	78/211077 02/05/2003	2978529 07/26/2005	Matrixx Initiatives, Inc.
US	BETTER WAYS TO GET BETTER	78/211073 02/05/2003	3046748 01/17/2006	Matrixx Initiatives, Inc.