

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ZICAM, LLC		06/30/2011	LIMITED LIABILITY COMPANY: ARIZONA

**RECEIVING PARTY DATA**

<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

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2517404	ZICAM
Registration Number:	2920000	RAPIDMELTS
Registration Number:	2942438	THE COLD SOLUTION
Registration Number:	3030829	NO-DRIP LIQUID
Registration Number:	3074552	COUGH MIST
Registration Number:	3086874	NASAL COMFORT
Registration Number:	3482729	GET OVER YOUR COLD FASTER
Registration Number:	3538822	GET OVER YOUR COLD FASTER
Registration Number:	3540797	XCID
Registration Number:	3563737	HEALTHY Z-SSENTIALS
Registration Number:	3568241	DON'T LET A COLD RUN YOU DOWN

**CORRESPONDENCE DATA**

**900195949**

**TRADEMARK  
 REEL: 004573 FRAME: 0043**

**OP \$290.00 2517404**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6179518000  
Email: jennifer.kagan@bingham.com  
Correspondent Name: Jennifer Kagan  
Address Line 1: One Federal Street  
Address Line 2: Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0000353779
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	06/30/2011

Total Attachments: 5  
source=ZICAM security Interest#page1.tif  
source=ZICAM security Interest#page2.tif  
source=ZICAM security Interest#page3.tif  
source=ZICAM security Interest#page4.tif  
source=ZICAM security Interest#page5.tif

**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 **ZICAM, LLC**, an Arizona limited liability company, located at 8515 E. Anderson, Scottsdale, AZ 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, including Grantor, signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, **MATRIX INITIATIVES, INC.**, a Delaware corporation, as the borrower ("*Borrower*") 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 Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain affiliates of the Grantor have 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 Borrower 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.

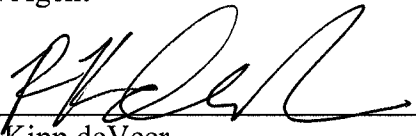
ZICAM, LLC,  
an Arizona limited liability company,  
as Grantor

By:   
Name: Samir Kamdar  
Title: Manager

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004573 FRAME: 0047**

ARES CAPITAL CORPORATION,  
a Maryland corporation,  
as Collateral Agent

By:   
Name: Kipp deVeer  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004573 FRAME: 0048**

**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	ZICAM	76/261513 05/22/2001	2517404 12/11/2001	Zicam, LLC
US	RAPIDMELTS	78/259878 06/09/2003	2920000 01/18/2005	Zicam, LLC
US	THE COLD SOLUTION	76/372810 02/20/2002	2942438 04/19/2005	Zicam, LLC
US	NO-DRIP LIQUID	78/353923 01/20/2004	3030829 12/13/2005	Zicam, LLC
US	COUGH MIST	78/418031 05/13/2004	3074552 03/28/2006	Zicam, LLC
US	NASAL COMFORT	78/543793 01/07/2005	3086874 04/25/2006	Zicam, LLC
US	GET OVER YOUR COLD FASTER	78/852939 04/03/2006	3482729 08/05/2008	Zicam, LLC
US	GET OVER YOUR COLD FASTER	78/852924 04/03/2006	3538822 11/25/2008	Zicam, LLC
US	XCID	77/062412 12/12/2006	3540797 12/02/2008	Zicam, LLC
US	HEALTHY Z-SSENTIALS	77/473293 05/13/2008	3563737 01/20/2009	Zicam, LLC
US	DON'T LET A COLD RUN YOU DOWN	77/216134 06/26/2007	3568241 01/27/2009	Zicam, LLC