



To the Honorable Commissioner of Patents and

101143645

ments or copy thereof.

1. Name of conveying party(ies) **MD 9-7-99**
Natural Supplement Association, Incorporated
doing business as Experimental and Applied Sciences, Inc.
555 Corporate Circle
Golden, Colorado 80401

- Individual(s)
- General Partnership
- Corporation (Colorado)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other: _____

Execution Date: August 31, 1999

2. Name and address of receiving party(ies):

Name: The Bank of Nova Scotia, as Administrative Agent

Internal Address: 26th Floor

Street Address: One Liberty Plaza

City: New York State: New York ZIP: 10006
Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)
See Attached List

B. Trademark No.(s)
See Attached List

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW
Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 53

7. Total fee (37 CFR 3.41): \$1340.00

- Enclosed (Check No. 17906)
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

September 7, 1999
Date

Total number of pages comprising cover sheet and document attachments: 15

09/10/1999 DNGUYEN 00000289 75357893

01 FC:481
02 FC:482

40.00 OP
1300.00 OP

**Attachment
to
RECORDATION FORM COVER SHEET**

TRADEMARKS ONLY

Trademark
Application Numbers.

Trademark
Registration Numbers

75/357,893	2,213,498
75/672,208	2,064,111
75/670,142	2,114,835
75/670,140	1,989,070
75/358,354	2,166,663
75/357,977	2,077,621
75/310,740	2,100,738
75/605,949	1,907,029
75/484,648	1,950,252
75/356,771	1,928,663
75/347,129	1,943,577
75/031,912	1,938,163
75/388,540	2,010,256
75/031,911	2,241,223
75/388,535	2,216,137
75/433,518	2,046,681
75/358,332	2,073,510
75/428,960	2,219,712
75/361,432	1,986,931
75/679,856	1,986,235
75/679,815	2,125,669
75/672,209	2,145,409
75/678,291	2,086,167
75/031,910	2,231,237
75/031,902	2,008,755
75/357,987	2,208,418
	2,100,738

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 31, 1999, is made between NATURAL SUPPLEMENT ASSOCIATION, INCORPORATED, a Colorado corporation doing business as Experimental and Applied Sciences, Inc. (the "Grantor"), and THE BANK OF NOVA SCOTIA, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of August 31, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Lenders, Administrative Agent and the Documentation Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Grantor; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of August 31, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement and pursuant to clause (e) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary, proper or desirable to release the Lien on the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

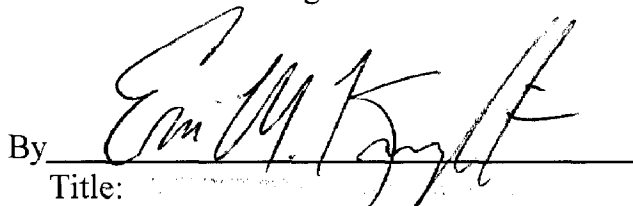
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

NATURAL SUPPLEMENT
ASSOCIATION, INCORPORATED

By 
Title: President

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By 
Title:

ERIC M. KNIGHT
AUTHORIZED SIGNATORY

SCHEDULE I
to Borrower Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	ANDRO-6	5	2,213,498	12/22/98
US	BETA-LEAN	5	2,064,111	05/20/97
US	BUILDING BETTER BODIES THROUGH SCIENCE	5	2,114,835	11/18/97
US	BUILDING THE PERFECT BODY OF SCIENCE	5, 25	1,989,070	07/23/96 ¹
US	CELL VOLUMIZING	5	2,166,663	06/16/98
US	CYTOVOL	5	2,077,621	07/08/97
US	DNA Design	5	2,100,738	09/30/97
US	EAS and Design	5	1,907,029	07/25/95 ²
US	EXPERIMENTAL AND APPLIED SCIENCES	5	1,950,252	01/23/96 ³
US	GKG	5	1,928,663	10/17/95
US	GLUTAMINE PRESERVATION SYSTEM	5	1,943,577	12/26/95 ⁴

-
1. Registered to EAS, Inc.
 2. Registered to EAS, Inc.
 3. Registered to EAS, Inc.
 4. Registered to EAS, Inc.

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	MILE HIGH PUBLISHING	16	1,938,163	11/28/95
US	MYOPRO	5	2,010,256	10/22/96 ⁵
US	NEO ELITE NUTRITION	5	2,241,223	04/20/99
US	NEO ELITE NUTRITION and Design	5	2,216,137	01/05/99
US	NEO LEAN	5	2,046,681	03/18/97 ⁶
US	NEO LEAN ELITE NUTRITION	5	2,073,510	06/24/97 ⁷
US	NEUROGAIN	5	2,219,712	01/19/99
US	NITROGENIN	5	1,986,931	07/16/96 ⁸
US	PHOSPHAGAIN	5	1,986,235	07/09/96 ⁹
US	PHOSPHAGAIN 2	5	2,125,669	12/30/97
US	PHOSPHAGEMS	5	2,145,409	03/17/98
US	PRECISION NUTRITION	5	2,086,167	08/05/97 ¹⁰
US	PRESTIGE SPORTS SUPPLEMENTS	5	2,231,237	03/09/99

5. Registered to EAS, Inc.

6. Registered to Myofactor, Inc.; liquidated entity; assets transferred to NSA; not presently in use.

7. Registered to EAS, Inc.

8. Registered to EAS, Inc.

9. Registered to EAS, Inc.

10. Registered to Neo Elite Nutrition, Inc.; liquidated entity; assets transferred to NSA.

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	RECOUP	5	2,008,755	10/15/96 ¹¹
US	SPORTS SUPPLEMENT REVIEW	16	2,208,418	12/08/98
US	Design only	5	2,100,738	09/30/97
Australia	EAS	5	729,397	03/06/97
Australia	EAS and Design	5	667,735	07/27/95
Australia	MUSCLE MEDIA 2000	16	681,446	12/20/95
Benelux	EAS	5, 29, 30	614,258	05/30/97
Canada	BUILDING BETTER BODIES THROUGH SCIENCE	5	510,973	04/15/99
Canada	CYTOVOL	5	504,953	12/03/98
Canada	EAS and Design	5	486,587	12/09/97
Canada	GKG	5	486,585	12/09/97
Canada	MYOPLEX PLUS	5	488,219	1/27/98
Canada	PHOSPHAGAIN	5	498,896	08/19/98
Canada	PHOSPHAGEN	5	491,469	3/17/98
Finland	EAS and Design	5	208,573	12/15/97
Finland	MYOPLEX	5	209,009	01/30/98
France	EAS	5	98,747,725	08/25/98
France	EAS LOGO	5	98,747,985	08/27/98
Germany	EAS	5, 30, 32	39,731,037	10/15/97
Guatemala	EAS	[]	90125/438/191	06/03/98

11. Registered to Protech Nutritionals, Inc.; agreement exists pursuant to which to be transferred to NSA.

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Hong Kong	EAS	5	03456	05/27/97
Mexico	EAS and Design	[]	554243	07/30/97
Mexico	EXPERIMENTAL AND APPLIED SCIENCES	5	588646	09/30/98
Mexico	GKG	5	588643	09/30/98
Mexico	PHOSPHAGAIN	5	588645	09/30/98
Mexico	PHOSPHAGAIN II	5	588644	09/30/98
Mexico	PHOSPHAGEN HP	5	588641	09/30/98
Mexico	V2G	5	588642	09/30/98
Sweden	EAS	5	330,048	01/29/99
United Kingdom	CYTOVOL	5	2,122,303	01/31/97
United Kingdom	EAS and Design	5	2,027,849	07/22/95 ¹²
United Kingdom	GKG	5	2,027,877	07/22/95 ¹³
United Kingdom	IPF	5	2,122,304	08/31/97
United Kingdom	NEUROGAIN	5	2,155,319	01/08/98
United Kingdom	PHOSPHAGAIN II	5	2,027,882	07/05/96

12. Registered to EAS, Inc.

13. Registered to EAS, Inc.

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<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
United Kingdom	PHOSPHAGEMS	5	2,122,305	01/31/97
United Kingdom	PRECISION PROTEIN	5	2,157,793	02/10/98

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	ABCDE	16	75/357,893	09/16/97
US	ADVANT EDGE	5	75/672,208	3/31/99
US	ADVANTEDGE	5	75/670,142	03/29/99
US	ADVANTEDGE THE COMPLETE NUTRITION SOLUTION	5	75/670,140	03/29/99
US	ANABOLIC BURST CYCLING	16	75/358,354	09/17/97
US	ANABOLIC BURST CYCLING OF DIET AND EXERCISE	16	75/357,977	09/16/97
US	ANDRENOGEN 6	5	75/310,740	06/18/97
US	BODY OF WORK CHALLENGE	41	75/605,949	12/15/98
US	DESIGNER PHYSIQUE	9, 16	75/484,648	05/13/98
US	DOCUMERCIAL	35	75/356,771	09/15/97
US	ENDUROGAIN	5	75/347,129	08/26/97
US	MYO-FACTOR	5	75/031,912	12/13/95
US	MYOGAIN	5	75/388,540	11/12/97

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<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	MYO-LEAN	5	75/031,911	12/13/95
US	NEOGAIN	5	75/388,535	11/12/97
US	PHYSIQUE TRANSFORMATION CHALLENGE	41	75/433,518	02/04/98
US	PRECISION PROTEIN	5	75/358,332	09/17/97
US	PTC	41	75/428,960	02/04/98
US	TRI-BLEND	5	75/361,432	09/23/97
US	BODY FOR LIFE	5	75/679,856	4/8/99
US	BODY FOR LIFE THE COMPLETE NUTRITION SOLUTION	5	75/679,815	4/8/99
US	BODY FOR LIFE	9, 16	75/672,209	3/31/99 ¹⁴
US	BILL PHILLIPS' BODY FOR LIFE	9,16	75/678,291	4/9/99 ¹⁵
US	MYO-PLEX	5	75,031,910	12/3/95 ¹⁶
US	MYOPLEX PLUS	5	75,031,902	12/13/95 ¹⁷
US	STRUCTURED EFA	5	75/357,987	9/16/97

14. Owner is 11th Vision, LLC; to be transferred to NSA pursuant to Intellectual Property Assignments under Recapitalization Agreement.

15. Owner is 11th Vision, LLC; to be transferred to NSA pursuant to Intellectual Property Assignments under Recapitalization Agreement.

16. NSA anticipates entering into a Trademark Assignment and Settlement Agreement with Metagenics, Inc. pursuant to which Metagenics will transfer its common law rights in the mark MYO PLEX to the Company.

17. NSA's rights in the mark are subject to the Settlement Agreement, dated August 15, 1999, by and between Standard Process Inc. and Experimental and Applied Sciences, Inc.

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
Brazil	EAS	5	821107399	09/29/98
Brazil	EAS LOGO	5	821107380	09/29/98
Canada	BODY OF WORK CHALLENGE	41	1,009,353	03/19/99
Canada	CELL VOLUMIZING	5	845,557	05/20/97
Canada	NEO ELITE NUTRITION	5	866,098	01/08/98
Canada	PHOSPHAGEMS	5	835,431	02/03/97
Canada	PHYSIQUE TRANSFORMATION CHALLENGE	41	881,828	06/17/98
Canada	PRECISION PROTEIN	5	868,428	02/06/98
Denmark	EAS	5	VA 5104 1997	10/16/97
Denmark	EXPERIMENTAL AND APPLIED SCIENCES	5	[]	[]
Finland	MUSCLE MEDIA	16	[]	[]
Germany	EAS LOGO	5	39849193.3	08/28/98
Greece	EAS	[]	133733	07/02/97
Italy	EAS	5	V197C000145	05/28/97
Mexico	MYOPLEX	5	341,946	07/30/98
Mexico	PHOSPHAGEN	[]	240,068	08/15/95
New Zealand	EXPERIMENTAL AND APPLIED SCIENCES	5	251,553	[]
Phillippines	EAS	5	4-1998-06539	08/26/98
Phillippines	EAS LOGO	5	4-1998-06540	08/26/98
Saudi Arabia	EAS	5	46,818	11/23/98

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<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
Saudi Arabia	EAS LOGO	5	46,819	11/23/98
Singapore	EAS LOGO	5	S/8760/98	09/01/98
South Africa	EAS	5	97/05533	[]
South Africa	EAS EXPERIMENTAL AND APPLIED SCIENCES LOGO	5	97/09728	[]
Spain	EAS	5	2,177,295	07/28/98
Spain	EAS LOGO	5	2,177,293	07/28/98
Spain	MYOPLEX	5	2,177,294	07/28/98
Spain	PHOSPHAGEN	5	2,177,296	07/28/98
United Arab Emirates	EAS	5	[]	[]
United Arab Emirates	EAS LOGO	5	[]	[]
United Kingdom	BODY OF WORK CHALLENGE	41	2,192,297	03/19/99
United Kingdom	NEO ELIE NUTRITION	5	2,155,320	01/08/98
United Kingdom	PHYSIQUE TRANSFORMATION CHALLENGE	41	2,169,429	06/15/98
Canada	HMB PLUS	5	814,988	6/10/96
Canada	SPORTS SUPPLEMENT REVIEW	16	865,577	12/30/97

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Effective Date</u>	<u>Products Services</u>
NA				

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
NA					

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