

04-20-2000

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101326188

MRD 3.20.00

To the Honorable Commissioner of Patents and Trademarks. PLEASE RECORD THE INFORMATION ON THIS FORM OR COPY THEREOF.

1. Name of conveying party(ies):  
**NUTRITION FOR LIFE INTERNATIONAL, INC.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State of Texas  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: GENERAL ELECTRIC CAPITAL CORPORATION  
 Internal Address: \_\_\_\_\_  
 Street Address: 6100 Fairview Road, Suite 350  
 City: Charlotte State: North Carolina  
 City: \_\_\_\_\_ State: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: November 16, 1999

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
SEE ATTACHED

B. Trademark registration No.(s)  
SEE ATTACHED

Additional numbers attached?  Yes     No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: P. Weston Musselman, Jr.  
Jenkins & Gilchrist, P.C.  
 Internal Address: \_\_\_\_\_  
 Street Address: 1445 Ross Avenue, Ste. 3200  
 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 35

7. Total fee (37 CFR 3.41): \$ 890.00  
 Enclosed  
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

FC:481                      40.00 DP  
 FC:482                      850.00 DP

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.*

P. Weston Musselman, Jr.                      P. Weston Musselman Jr.                      Mar. 13, 2000  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 10

**In re Trademark Security Agreement By and Between Nutrition for Life International, Inc.  
and General Electric Capital Corporation**

**TRADEMARK APPLICATIONS**

75/371,696  
75/472,085  
75/472,088  
75/496,633  
75/526,297  
75/526,298  
75/584,777  
75/678,668  
75/741,956  
75/762,068

**TRADEMARK REGISTRATIONS**

1,826,076  
1,826,077  
1,827,181  
1,827,182  
1,827,184  
1,862,152  
1,862,976  
1,923,262  
1,923,264  
1,962,726  
1,966,042  
1,999,761  
2,000,124  
2,132,070  
2,142,105  
2,168,937  
2,178,591  
2,185,932  
2,203,958  
2,230,181  
2,248,959  
2,253,500  
2,259,302  
2,262,785  
2,262,786

## TRADEMARK SECURITY AGREEMENT

WHEREAS, NUTRITION FOR LIFE INTERNATIONAL, INC., a Texas corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain Affiliates of Grantor, and GENERAL ELECTRIC CAPITAL CORPORATION ("Secured Party") are parties to a Loan and Security Agreement dated October 15, 1999 (as same may be amended and in effect from time to time, the "Loan and Security Agreement"; all terms defined in the Loan and Security Agreement, whenever used herein, shall have the same meanings herein as are prescribed in the Loan and Security Agreement), providing for extensions of credit to be made to Grantor and the Affiliates of the Grantor a party thereto (collectively, the "Borrowers") by Secured Party; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, between Borrowers and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Loan and Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Loan and Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Loan and Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 16 day of November 1999.

Acknowledged:

**GRANTOR:**

NUTRITION FOR LIFE INTERNATIONAL,  
INC., a Texas corporation

By: David P. Bertrand  
Name: David Bertrand  
Title: President

**SECURED PARTY:**

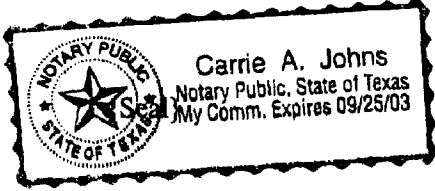
GENERAL ELECTRIC CREDIT  
CORPORATION, a New York corporation

By: \_\_\_\_\_  
Peter Cooney  
Duly Authorized Signatory

ACKNOWLEDGMENT

STATE OF Texas )  
 ) ss.  
COUNTY OF Dallas )

On the 16 day of November, 1999 before me personally appeared David Bertrand, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of NUTRITION FOR LIFE INTERNATIONAL, INC. who being by me duly sworn, did depose and say that he is President of NUTRITION FOR LIFE INTERNATIONAL, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

Carrie A. Johns

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 16 day of NOVEMBER, 1999

Acknowledged:

**GRANTOR:**

NUTRITION FOR LIFE INTERNATIONAL,  
INC., a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTY:**

GENERAL ELECTRIC CREDIT  
CORPORATION, a New York corporation

By: P. Cooney  
Peter Cooney  
Duly Authorized Signatory

ACKNOWLEDGMENT

STATE OF NC )  
 ) ss.  
COUNTY OF Mecklenburg )

On the 17 day of November, 1999 before me personally appeared PETER COONEY, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Senior Vice President of GENERAL ELECTRIC CREDIT CORPORATION who being by me duly sworn, did depose and say that he is Duly Authorized Signatory of GENERAL ELECTRIC CREDIT CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Notary Public

My commission expires: 9/29/03

Tracy K. Adams

# SCHEDULE 1

## INTELLECTUAL PROPERTY

### U.S. Trademarks

Description	Licensee (if any)	Type (Trademark, Patent, Copyright, etc.)	Registration #
NUTRITION FOR LIFE INTERNATIONAL		Trademark	REG. NO. 2,259,302
NUTRITION FOR LIFE INTERNATIONAL		Trademark	REG. NO. 2,262,785
WHEY-TO-GO		Trademark	REG. NO. 2,262,786
OCCU-BRIGHT		Trademark	REG. NO. 2,253,500
LIFEDIAL 1 PLUS		Trademark	REG. NO. 2,248,959
HEARTFUL GOURMETS		Trademark	REG. NO. 2,203,958
NUTRIBUDDIES		Trademark	REG. NO. 2,230,181
ENVIRO DEFENSE SYSTEM		Trademark	REG. NO. 2,178,591
ARTHRO SUPPORT TRI-PACK		Trademark	REG. NO. 2,185,932
NUTRITION FOR LIFE		Trademark	REG. NO. 2,142,105
BIO RUB		Trademark	REG. NO. 2,168,937
BIO GLOW		Trademark	REG. NO. 2,132,070
THE E-LEMONATER		Trademark	REG. NO. 2,000,124
BIO WATER		Trademark	REG. NO. 1,999,761
PHYTOGREEN		Trademark	REG. NO. 1,923,264
PHYTONOL		Trademark	REG. NO. 1,923,262
ORAFLOW PLUS		Trademark	REG. NO. 1,827,184
LEANLIFE		Trademark	REG. NO. 1,827,182
GRAND MASTER		Trademark	REG. NO. 1,826,077
REQUIN 3		Trademark	REG. NO. 1,826,076
MASTER KEY PLUS		Trademark	REG. NO. 1,827,181
NUTRITION FOR LIFE		Trademark	REG. NO. 1,862,152
NUTRITION FOR LIFE		Trademark	REG. NO. 1,862,976
NUTRI-COOKIE		Trademark	REG. NO. 1,966,042
THINPEN		Trademark	REG. NO. 1,962,726



## U.S. Trademark Applications

Description	Licensee (if any)	Type (Trademark, Patent, Copyright, etc.)	Registration #
SOY B-NUTS		Trademark Application	SERIAL NO. 75-762,068
JANAALS		Trademark Application	SERIAL NO. 75-741,956
KHOLESTEROL-BLOCKER		Trademark Application	SERIAL NO. 75-678,668
HEALTHY START		Trademark Application	SERIAL NO. 75-584,777
PYRUBALANCE		Trademark Application	SERIAL NO. 75-526,298
02 SUPPORT		Trademark Application	SERIAL NO. 75-526,297
SNORELESS		Trademark Application	SERIAL NO. 75-496,633
IMMUNE SUPPORT		Trademark Application	SERIAL NO. 75-472,088
KI-SWEET		Trademark Application	SERIAL NO. 75-472,085
SEROTONE		Trademark Application	SERIAL NO. 75-371,696

## Canadian Trademarks

Description	Licensee (if any)	Type (Trademark, Patent, Copyright, etc.)	Registration #
GRAND MASTER		Trademark	REG. NO. 481,504
MASTER KEY PLUS		Trademark	REG. NO. 481,506
NUTRI-COOKIE		Trademark	REG. NO. 499,476
NUTIQUE		Trademark	REG. NO. 507,829
ORAFLOW PLUS		Trademark	REG. NO. 481,790
PHYTOGREEN		Trademark	REG. NO. 487,955
PHYTONOL		Trademark	REG. NO. 499,439
REQUIN 3		Trademark	REG. NO. 481,505

Canadian Trademark Applications

Description	Licensee (if any)	Type (Trademark, Patent, Copyright, etc.)	Registration #
QUIETSLEEP		Trademark Application	APP. NO. 885,368
LEANLIFE		Trademark Application	APP. NO. 814,265
NUTRITION FOR LIFE AND DESIGN		Trademark Application	APP. NO. 768,312
NUTRITION FOR LIFE		Trademark Application	APP. NO. 752,581