

08-21-2000

FORM PTO-1594

(Rev. 6-93) MRD 7-25-00



SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents

101438159

and original documents or copy thereof.

1. Name of conveying party(ies):
 Botanical Laboratories, Inc.
 1441 W. Smith Road
 Ferndale, WA 98248

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies):
 Name: Comerica Bank-California

Internal Address: Suite 200

Street Address: 201 Spear Street

City: San Francisco State: CA ZIP 94105

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

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: May 10, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 See Exhibit A attached hereto

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 See Exhibit A attached hereto

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

Internal Address: Attn: Melanie Cass

Street Address: One Maritime Plaza, 20th Floor

City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved:
46

7. Total fee (37 CFR 3.41):.....\$ 1,165

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 03-3115

(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.

Melanie Cass
 Melanie Cass

July 21, 2000
 Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

8/18/2000 MTHA11 00000105 75337765

1 FC:481 40.00 OP
 2 FC:482 1125.00 OP

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 BBHX011.DOC
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TRADEMARK
 REEL: 002119 FRAME: 0074

Exhibit A
To Trademark Recordation Cover Sheet
For
Botanical Laboratories, Inc.

4.A Trademark Application No.(s):

75/337,765, 75/435,689, 75/756,374, 75/573,520, 75/573,519, 75/539,212 and 75/810,290

4.B Trademark Registration No.(s):

1,672,353, 1,676,528, 1,676,529, 1,756,390, 1,766,069, 1,801,831, 1,801,832, 1,827,162,
1,827,163, 1,882,793, 1,890,772, 1,919,041, 1,967,458, 1,970,603, 2,016,537, 2,031,221,
2,033,083, 2,034,497, 2,078,119, 2,085,019, 2,098,283, 2,129,612, 2,129,611, 2,131,465,
2,143,764, 2,230,665, 2,280,608, 2,310,442, 2,316,540, 2,038,469, 2,036,773, 2,194,040,
2,166,234, 2,186, 383, 2,246,608, 1,925,029, 1,609,547, 1,612,622 and 1,736,020

**GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) is dated as of May 10, 2000, between **BOTANICAL LABORATORIES, INC.**, a Washington corporation having its chief executive office at 1441 West Smith Road, Ferndale, Washington 98248 (the "**Debtor**"), and **COMERICA BANK-CALIFORNIA**, having a representative office at 201 Spear Street, Suite 200, San Francisco, California 94105 (the "**Secured Party**").

WHEREAS, pursuant to that Loan Agreement dated of even date herewith (as the same from time to time hereafter may be amended, modified, supplemented or restated, the "**Loan Agreement**"), by and between the Secured Party and the Debtor, the Secured Party has agreed to make certain extensions of credit to the Debtor in the amounts and manner set forth in the Loan Agreement (collectively, the "**Loans**").

WHEREAS, pursuant to the terms of a Security Agreement (All Assets) dated of even date herewith (as the same from time to time hereafter may be amended, modified, supplemented or restated, the "**Security Agreement**") in favor of the Secured Party, the Debtor has granted to the Secured Party a security interest in all of its right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Debtor's "**Collateral**", as defined in the Security Agreement.

WHEREAS, the Secured Party is to make the Loans to the Debtor, but only upon the condition, among others, that the Debtor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Secured Party, all of its right, title and interest in and to all Trademarks (as described below) to secure the Obligations of the Debtor under the Loan Agreement and the other Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, the Notes and the other Loan Documents, the Debtor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Loan Agreement are used herein as therein defined.

2. To secure its Obligations, the Debtor does hereby mortgage and pledge to the Secured Party, and grants to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under:

(a) its Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration respectively listed on **Schedules A** and **B** attached hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to

sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof;

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all General Intangibles and intellectual property related to or necessary for, but not limited to, the production, processing, packaging, preservation, manufacture and storage of the Debtor's products.

3. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

4. Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Secured Party will be automatically reassigned to the Debtor, and the Secured Party will execute such instruments as may be reasonably requested to evidence such reassignment.

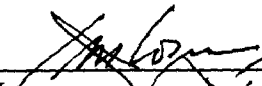
5. This Grant of Security Interest (Trademarks, Service Marks and Trade Names) may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, each of the parties have caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officers thereunto duly authorized as of the date first written above.

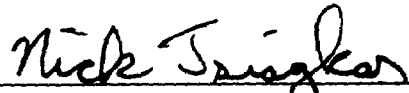
DEBTOR

BOTANICAL LABORATORIES, INC.,
a Washington corporation

By: 
Printed Name Jim Coyne
Title: PRESIDENT/CEO

SECURED PARTY:

COMERICA BANK-CALIFORNIA

By: 
Nick Tsiagkas, Assistant Vice President

SCHEDULE A
U.S. TRADEMARKS

REGISTRATION NO.	TRADEMARK	REGISTRATION DATE
1,672,353	DECONGEST HERBAL	01/21/92
1,676,528	ACTIVE HERBAL	02/25/92
1,676,529	INSURE HERBAL	02/25/92
1,756,390	ZAND	03/09/93
1,766,069	GOLD LABEL BOTANICALS	04/20/93
1,801,831	FIBERSOURCE HERBAL	11/02/93
1,801,832	PMS HERBAL	11/02/93
1,827,162	VALERIAN HERBAL	03/22/94
1,827,163	LYSINE HERBAL	03/22/94
1,882,793	PRIME YEARS	03/14/95
1,890,772	HERBALOZENGE (stylized)	04/25/95
1,919,041	HERBAL MIST (Supp.)	09/12/95
1,967,458	QUICK CLEANSE	04/09/96
1,970,603	THISTLE CLEANSE	04/23/96
2,016,537	PRIME HEART	11/12/96
2,031,221	BRONCHERBAL	01/14/97
2,033,083	PREMIUM STANDARDS	01/21/97
2,034,497	PRIME MIND	01/28/97
2,078,119	KAVA CALM	07/08/97
2,085,019	HERBELATE	07/29/97
2,098,283	PRIME DEFENSE	09/16/97
2,129,612	ECHINACEAC (Supp.)	01/13/98
2,129,611	ELDERBERRYC (Supp.)	01/13/98
2,131,465	ECHINACEA PM (Supp.)	01/20/98
2,143,764	WOMEN'S GINSENG (Supp.)	03/10/98
2,230,665	DISCOVER THE DIFFERENCE	03/09/99
2,280,608	HERBS FOR KIDS (design)	09/28/99

SCHEDULE A

503716/SF/Grant of Security Interest Trademarks
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TRADEMARK
REEL: 002119 FRAME: 0079

REGISTRATION NO.	TRADEMARK	REGISTRATION DATE
2,310,442	HERBAL MIST	01/25/00
2,316,540	DIGEST HERBAL	02/08/00
75,756,374	SINUSTAT	04/18/00
75,573,520	VITROL	11/16/99
75,573,519	PHARMATROL	10/12/99
75,539,212	SYMTEC	09/14/99
2,038,469	STOP IT SMOKING	02/18/97
2,036,773	CALM DAYS-NIGHTS	02/11/97
2,194,040	COMPLIMED	10/06/98
2,166,234	POTEN-C-CORD	06/16/98
2,186,383	COMPLIMED MEDICAL RESEARCH GROUP	09/01/98
2,246,608	NUTRISORB	05/18/99
1,925,029	BIO-RX	10/10/95
1,609,547	BIOALLERS	08/14/90
1,612,622	NATRA-BIO	09/11/90
1,736,020	CADEUSUS LOGO	12/01/92

SCHEDULE B

PENDING U.S. TRADEMARKS

APPLICATION NO.	MARK	APPLICATION DATE
75/337765	Quietussin	08/08/97
75/435689	Bringing Balance To Your Body	02/17/98
75/810290	Herbs for Teens	10/20/99

SCHEDULE B

503716/SF/Grant of Security Interest Trademarks
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RECORDED: 07/25/2000

**TRADEMARK
REEL: 002119 FRAME: 0081**