

04-23-2001

4/6/01



101683989

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Lifespring Nutrition, Inc.

Execution Date
Month Day Year
3 29 01

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name North American Nutrition & Agribusiness Fund, L.P.

DBA/AKATA c/o Bay City Capital, LLC

Composed of

Address (line 1) 750 Battery Street

Address (line 2) Suite 600

Address (line 3) San Francisco
City

California
State/Country

94111
Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

04 20/2001 T010Z) (9000) 57 75912535
11 PL:481 40.00 BP
12 FC:482 425.00 BP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002276 FRAME: 0933

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

312-876-7700

Name

Christopher P. Bennett

Address (line 1)

Latham & Watkins

Address (line 2)

233 South Wacker Drive

Address (line 3)

Suite 5800

Address (line 4)

Chicago, IL 60606

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

75912935

75912946

75638409

75912936

75912947

76124335

75913031

75912948

76124336

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

18

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

465.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50-1125

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Christopher P. Bennett

Christopher P. Bennett

4/4/01

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of March 29, 2001, by LIFESPRING NUTRITION, INC., a Delaware corporation ("**Grantor**"), in favor of NORTH AMERICAN NUTRITION AND AGRIBUSINESS FUND, L.P. ("**Lender**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Financing Agreement dated on or about the date hereof by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Financing Agreement**"), Lender agreed to purchase notes from the Grantor ("**Notes**");

WHEREAS, Lender is willing to purchase such Notes as provided for in the Financing Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, that certain Security Agreement dated on or about the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, in order to induce Lender to enter into the Financing Agreement and the other Loan Documents (as defined in the Financing Agreement) and as a condition precedent thereto, Lender requires that Grantor shall have executed and delivered this Trademark Security Agreement to secure its obligations to Lender, in respect of the Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement. As used herein, the following terms shall have the following meanings:

"**Trademarks**" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or

renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

“**Trademark License**” means rights under any written agreement now owned or hereafter acquired by Grantor or any of its subsidiaries granting any right to use any Trademark.

2. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; provided, that Trademark Collateral shall not include any such property where the grant of a security interest therein by Grantor is prohibited by applicable law or by the terms of any contract, agreement, instrument or indenture granting and/or governing such Trademark Collateral (“**Applicable Agreement**”) without the consent of any other party thereto or would give any other party to any such Applicable Agreement the right to terminate its obligations or Grantor’s rights thereunder unless, in any such case, all necessary consents to such grant of a security interest have been obtained from the other parties thereto; provided further, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest in any account or any money or other amounts due or to become due under any such Applicable Agreement.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between Grantor

and Agent hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of California (without giving effect to principles of conflicts of law).

[SIGNATURE PAGE TO FOLLOW]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

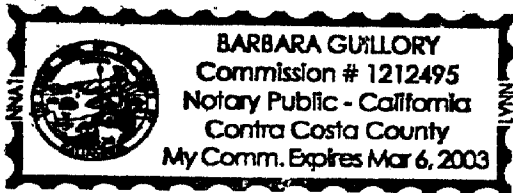
State of California

County of CONTRA COSTA } ss.

On MARCH 29, 2001, before me, BARBARA GULLORY (NOTARY PUBLIC)
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ERIC BJERKHOLT
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Place Notary Seal Above

Barbara Gullory
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADE MARK SECURITY AGREEMENT

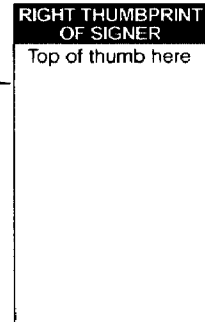
Document Date: MARCH 29, 2001 Number of Pages: 6

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer

- Signer's Name: ERIC BJERKHOLT
- Individual
 - Corporate Officer — Title(s): CHIEF FINANCIAL OFFICER
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

Signer Is Representing: LIFESPAN NOTATION INC.



SCHEDULE I

to TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

None.

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
LIFESPRING	75/912,935	2/9/00
LIFESPRING	75/912,936	2/9/00
LIFESPRING	75/913,031	2/9/00
LIFESPRING	75/912,946	2/9/00
LIFESPRING	75/912,947	2/9/00
LIFESPRING	75/912,948	2/9/00
LIFESPRING	75/638,409	2/11/99
LIFESPRING HOME NUTRITION (& Design)	76/124,335	9/11/00
LIFESPRING HOME NUTRITION (& Design)	76/124,336	9/11/00
LIFESPRING HOME NUTRITION (& Design)	76/124,334	9/11/00
LIFESPRING HOME NUTRITION (& Design)	76/124,337	9/11/00
LIFESPRING HOME NUTRITION (& Design)	76/124,338	9/11/00
LIFESPRING HOME NUTRITION (& Design)	76/124,339	9/11/00
NUTRITION AT HOME	75/851,045	11/18/99

NUTRITION AT HOME	75/851,026	11/18/99
NUTRITION AT HOME	75/851,025	11/18/99
NUTRITION AT HOME	75/851,043	11/18/99
NUTRITION AT HOME	75/850/976	11/18/99

TRADEMARK LICENSES

None.