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06-27-2001

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents

101762000

attached original documents or copy thereof.

1. Name of conveying party(ies):

Premier Nutrition, Inc.

5-30-01

- Individual(s)
- General Partnership
- Corporation-State California
- Other

- Association
- Limited Partnership

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: Attn: Louis Natale

Street Address: Lee Farms Corporate Park
83 Wooster Heights Road

City: Danbury State: CT ZIP: 06810

- 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

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other First Amendment to Patent, Trademark and Copyright Security Agreement

- Merger
- Change of Name

Execution Date: May 8, 2001

4. Application number(s) or patent number(s)

A. Trademark Application No.(s)

76/174,374
76/248,668
76/248,734



05-30-2001

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

B. Trademark Registration No.(s)

2,442,475
2,444,257
2,436,876

Additional numbers attached? Yes No

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

Name: Murphy Sheneman Julina & Rogers

Internal Address: Attn: Sara Hoehn
Legal Assistant

Street Address: 2049 Century Park E., 21st Fl.

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

US PATENT & TRADEMARK OFFICE
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TRADEMARK FEE PROCESS.

06/26/2001 LNUELLER 00000229 20003E 76174374

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 125.00 CH

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.

Christine E. Wilson
Sara Hoehn

Name of Person Signing

Sara Hoehn

Signature

5/25/01

Date

Total number of pages including cover sheet, attachments, and document: 4

**FIRST AMENDMENT TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Amendment"), dated as of May 8, 2001, by and between PREMIER NUTRITION, INC., a California corporation ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

RECITALS

A. Grantor executed and delivered to Lender that certain Patent, Trademark and Copyright Security Agreement dated as of September 28, 2000 (as the same may from time to time be further amended, modified or supplemented, the "IP Security Agreement"), pursuant to which Grantor granted to Lender a security interest in all of Grantor's intellectual property as further described therein. All terms capitalized but not defined herein shall have the respective meanings set forth in the IP Security Agreement.

B. Grantor and Lender are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by Grantor under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

AGREEMENT

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

1. Supplement to IP Security Agreement. Schedule I to the IP Security Agreement is hereby supplemented by Supplement I attached hereto and made a part hereof.
2. Acknowledgment and Confirmation of Security Interest. Grantor hereby confirms and ratifies its prior assignment and grant, and assigns and grants to Lender a continuing, first priority Lien on, all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral.
3. Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when Lender has received executed counterparts of this Amendment.
4. Representations and Warranties. Grantor hereby represents and warrants to Lender as follows: (a) the representations and warranties contained in Section 3.13 of the Loan Agreement were true and correct in all material respects when made and, after giving effect to this Amendment, shall remain true and correct in all material respects as of the date hereof; and (b) this Amendment, the IP Security Agreement, the Loan Agreement and the other Loan Documents constitute the legal, valid and binding obligations of Grantor, enforceable against Grantor in accordance with their respective terms.
5. Ratification. Except as specifically modified by this Amendment, the parties hereto acknowledge that the IP Security Agreement shall remain binding upon Grantor and all provisions of the IP Security Agreement shall remain in full force and effect. Grantor expressly ratifies and affirms its obligations to Lender under the IP Security Agreement, the Loan Agreement and the other Loan Documents.
6. Miscellaneous.
 - 6.1 Complete Agreement. The IP Security Agreement, as modified and amended by this Amendment, together with the Loan Agreement and the other Loan Documents, constitute the

complete agreement among the parties hereto and thereto, and supersedes any prior written or oral agreements, writings, communications or understandings of the parties hereto and thereto, with respect to the subject matter hereof or thereof.

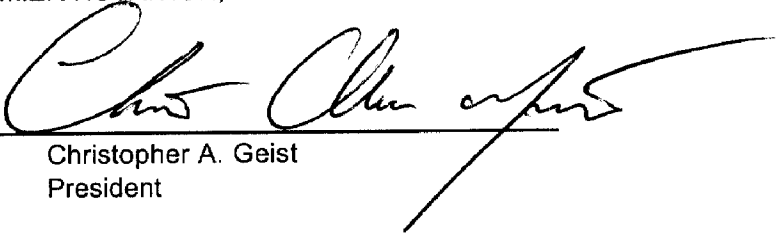
6.2 Recitals. The recitals to this Amendment shall constitute a part of the agreement of the parties hereto.

6.3 Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

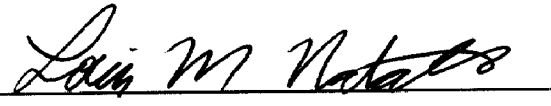
"Grantor"

PREMIER NUTRITION, INC.

By: 
Christopher A. Geist
President

"Lender"

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Its: LOUIS M. NATALE
DULY AUTHORIZED SIGNATORY

**SUPPLEMENT I
to
SCHEDULE I
to
FIRST AMENDMENT TO
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

TRADEMARKS

Grantor	Trademark	Serial/Reg. No.	Filing Date
Premier Nutrition, Inc.	Red Bullet	76/174,374	12/04/00
Premier Nutrition, Inc.	PREMIER COMPLETE	2,442,475	4/10/01
Premier Nutrition, Inc.	PREMIER PROTEIN	2,444,257	4/17/01
Premier Nutrition, Inc.	PREMIER EIGHT	2,436,876	3/20/01
Premier Nutrition, Inc.	PERFORMAX	76/248,668	4/30/01
Premier Nutrition, Inc.	METHOXY XTREME	76/248,734	4/30/01