

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Docket No. 074270000569

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
AMERICAN SPECIALTY HEALTH INCORPORATED

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

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

3. Nature of conveyance:

- Assignment
 - Security Agreement
 - Other: _____
 - Merger
 - Change of Name
- Execution Date: OCTOBER 22, 2001

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

Name: UNITED CALIFORNIA BANK
Internal Address:
Street Address: 1280 FOURTH STREET
City: SAN DIEGO State: CALIFORNIA ZIP: 92101

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

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

4.A. Trademark Application No.(s)

B. Registration No.(s)

2,173,195	2,396,064
2,184,079	2,396,065
2,200,772	2,410,751
2,284,244	2,424,248

Additional numbers attached? * Yes No

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

CHARLOTTE Y. CHEN
MORRISON & FOERSTER LLP
555 WEST FIFTH STREET
SUITE 3500
LOS ANGELES, CALIFORNIA 90013-1024

6. Total number of applications and trademark registrations involved: 8

7. Total fee (37 C.F.R. § 3.41): \$215.00

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket 074270000569

8. Deposit account number: 03-1952

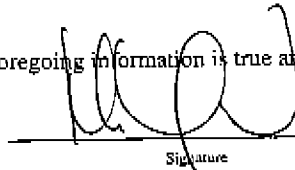
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: MEHRAN ARJOMAND, ESQ.
Registration No: 48,231



11/1/01
Date

Total number of pages comprising 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

SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated as of the 22nd day of October, 2001, by and among AMERICAN SPECIALTY HEALTH INCORPORATED, a Delaware corporation (the "Company"), and UNITED CALIFORNIA BANK, as the agent (in such capacity, the "Agent") for itself and the Lenders under (and as that term and capitalized terms not otherwise defined herein are defined in) that certain Credit Agreement dated as of October 22, 2001 by and among the Company, the Agent, the LC Issuer and the Lenders from time to time party thereto (as amended, extended and replaced from time to time, the "Credit Agreement").

RECITALS

A. Pursuant to that certain Company Security Agreement dated as of even date herewith between Company and the Agent (the "Company Security Agreement"), Company has granted to the Agent a security interest in certain assets of Company, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Company or used in Company's business.

B. The parties hereto desire to supplement the Company Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. Company hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Company Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of Company's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names trade styles and other source, product and business identifiers pertaining to the products, services and business of Company, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Agent;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising rights (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Company or the Agent for past, present and future infringements of any of the foregoing; and

(j) All products and Proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Company Security Agreement, Company hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Company which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Agent in writing of any additional trademarks registered with the PTO of which Company becomes the owner and to amend Schedule I accordingly.


3. No Present Assignment. Neither the Company Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Agent under the Company Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Company continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the Obligations, the rights of the Agent under the Company Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

4. Relationship to Company Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Company Security Agreement and the other Loan Documents and the Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Collateral. Reference is hereby made to the Company Security Agreement, the terms and conditions of which are incorporated herein by this reference.

[Signature Page Following]

EXECUTED as of the day and year first above written.

AMERICAN SPECIALTY HEALTH INCORPORATED,
a Delaware corporation

By: 
Name: DeVon Wiens
Title: Chief Financial Officer



UNITED CALIFORNIA BANK, as Agent


By: Jack Leuhof
Name: JACOB A. LEUHOF
Title: V. P.

**SCHEDULE I
TO
SUPPLEMENTAL SECURITY AGREEMENT**

TRADEMARKS

OWNER: AMERICAN SPECIALTY HEALTH INCORPORATED

Mark	Form	Register	Reg. No	International Class	Expire Date
ASN	Word	Supplemental	2,173,195	035, 036	07/14/08
AMERICAN SPECIALTY HEALTH PLANS 	Design	Principal	2,184,079	035, 036	08/25/08
AMERICAN SPECIALTY HEALTH PLANS	Word	Supplemental	2,200,772	035, 036, 042	08/18/07
AMERICAN SPECIALTY HEALTH & WELLNESS	Word	Supplemental	2,284,244	035	10/5/09
HEALTHYSOURCES.COM 	Design	Principal	2,396,064	042	10/17/10

Mark	Form	Register	Reg. No	International Class	Expire Date
CHOOSEHEALTHY.COM 	Design	Principal	2,396,065	035, 039	10/17/10
HUMAN FIGURE SYMBOLS (VITAMIN LABEL) SEE ATTACHMENT FOR ACTUAL MARK [SEE ATTACHMENT FOR ACTUAL MARK]	Design	Principal	2,410,751	005	12/10/10
AMERICAN SPECIALTY HEALTH	Word	Principal	2,424,248	035, 036, 042	1/23/11



L I V I N G A R T S Living Arts is recognized as a premier resource for fitness media and products, and a major force in introducing the concept of integrated health and fitness into the American consciousness. Their mission is to enable people to experience optimal health and well being by helping them to initiate and sustain positive change in their lives. Living Arts has produced some of the nation's best-selling yoga videos, including *AM/PM Yoga for Beginners* and *Yoga Journal's 6-Volume Set*.