

10-23-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Premier Nutrition, Inc. **1040**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State -California
 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: 83 Wooster Heights Road
Street Address: Lee Farm Corporate Park
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 Merger
 Security Agreement Change of Name
 Other Second Amendment to Security Agreement

Execution Date: 9/25/01

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
76/283,573

Additional number(s) attached Yes No

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

Name: Murphy Sheneman Julian & Rogers
Internal Address: Bryan Snyder, Legal Asst.

Street Address: 2049 Century Park East
Suite 2100
City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41)..... \$ 40⁰⁰

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)

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.

Bryan Snyder October 3, 2001
Name of Person Signing Signature Date

Christine E Wilson **5**

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

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

TRADEMARK REEL: 002386 FRAME: 0223

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

SECOND AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Second Amendment"), dated as of Sept 25, 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 and recorded by the United States Patent and Trademark Office (the "USPTO") on November 9, 2000 (Reel/Frame # 002189/0542, 5 pages), and that certain First Amendment to Patent, Trademark and Copyright Security Agreement dated as of May 8, 2001 and recorded by the USPTO on May 30, 2001 (Reel/Frame # 002320/0782, 4 pages)(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 Second 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 Second 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 Second 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 Second Amendment shall constitute a part of the agreement of the parties hereto.

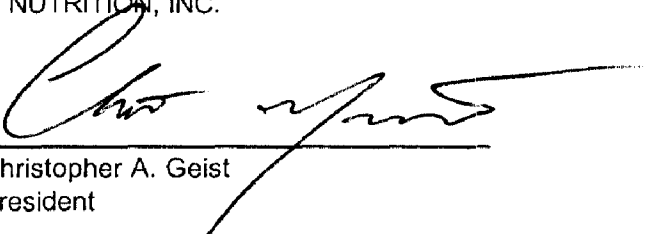
6.3 Governing Law. THIS SECOND AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, the parties hereto have caused this Second 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: _____

Mr. Louis Natale
Duly Authorized Signatory

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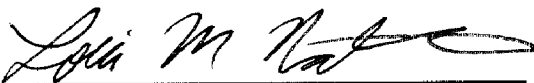
"Grantor"

PREMIER NUTRITION, INC.

By: _____
Christopher A. Geist
President

"Lender"

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____

Mr. Louis Natale
Duly Authorized Signatory

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

TRADEMARKS

Grantor	Trademark	Serial/Reg. No.	Filing Date
Premier Nutrition, Inc.	PREMIER NUTRITION and design	76/283,573	7/12/01