10-23-2001

OMB No. 0681-0027 (exp. 5/31/2002) Tab settings (a)	(Rev. 03/01)	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. Individual(s) General Partnership Corporation-State - California Other Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of Conveying party(ies) attached? Yes No 4. Application number(s) or registration number(s): A. Trademark Application No.(s) 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. Suite 2100 City. Los Angeles State: CA Zip: 90067 City. Los Angeles State: CA Zip: 90067 Senation of the 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 brue copy of the original document. Bryan Snyder Name of Person Signing Date	,	882/36			
1. Name of conveying party(ies): Premier Nutrition, Inc. Premier Nutrition, Inc. Individual(s)		No and the other hand side of the state of t			
Name: General Electric Capital Corporation internal Address:—83 Wouster Heights Road Street Address:—12 Jep. 206810 Coporation-State—California Cother Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: Assignment Merger Security Agreement Cother Second Amendment to Sacurity Execution Date:—9/25/01 Agreement Agreement Additional number(s) or registration number(s): A. Application number(s) or registration number(s): A. Trademark Application No.(s) S. 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 (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 Name of Person Signing		, ,			
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Address:83 Wouster Heights Road Street Address:84 Cer Farm Corporate Park City. Darburystate:CTzp:96810 Individual(s) dizenship	Premier Nutrition, Inc.				
Street Address: Lee Fark Corporate Park City. Danbury State: CT Zip: 06810 City. Danbu					
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Comparison of the property of the paying by deposit account	Other Second Amendment to Security	If assignee is not domiciled in the United States, a domestic			
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Name of Person Signing Date	Bryan Snyder	October 3, 2001			

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

ORIGINAL

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. <u>Supplement to IP Security Agreement</u>. <u>Schedule I</u> to the IP Security Agreement is hereby supplemented by <u>Supplement I</u> attached hereto and made a part hereof.
- 2. <u>Acknowledgment and Confirmation of Security Interest</u>. 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. <u>Conditions to Effectiveness</u>. This Amendment shall become effective as of the date hereof when Lender has received executed counterparts of this Amendment.
- 4. <u>Representations and Warranties</u>. Grantor hereby represents and warrants to Lender as follows: (a) the representations and warranties contained in <u>Section 3.13</u> 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.

SECOND AMENDMENT

- 6.1 <u>Complete Agreement</u>. 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 <u>Recitals</u>. 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

2

- 6.1 <u>Complete Agreement</u>. 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.
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By:
Christopher A. Geist President
"Lender"
GENERAL ELECTRIC CAPITAL CORPORATION

1 0 1

Mr. Louis Natale

Duly Authorized Signatory

SUPPLEMENT I to SCHEDULE I

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

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SECOND AMENDMENT

TRADEMARK REEL: 002386 FRAME: 0227