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01-24-2002

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

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Nellson Nutraceutical Eastern Division, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

1-18-02

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

2. Name and address of receiving party(ies)

Name: PB Capital Corporation

Internal Address:

Street Address: 590 Madison Avenue

City: New York State: NY Zip: 10022

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Delaware
- ☐ 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

Execution Date: January 1, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A attached hereto.

Additional number(s) attached ☒ Yes ☐ No

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

Name: Inna Fayenson

Internal Address:

Kronish Lieb Weiner & Hellman LLP

Street Address: 1114 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....$ 115

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Andrea Leibowitz
Name of Person Signing

Andrea Leibowitz
Signature

1/17/02
Date

Total number of pages including cover sheet, attachments, and document: 16

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

01/24/2002 LMUELLER 00000159 1259064

01 FC:481 40.00 OP
02 FC:482 75.00 OP

SCHEDULE A

TRADEMARKS	REGISTRATION NUMBER
INCREDA-MEAL	1259064
INCREDA-MEAL AMERICA'S ORIGINAL FOOD BAR	1754830
ALL SPORTS NUTRITION BAR	1796025
THE KIDS NUTRITION BAR	1827088

426123.2
22625-2010

OIPE JC139
JAN 18 2002
PATENT & TRADEMARK OFFICE

SUBSIDIARY TRADEMARK SECURITY AGREEMENT

THIS SUBSIDIARY TRADEMARK SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of January1, 2002, between NELLSON NUTRACEUTICAL EASTERN DIVISION, INC. (with its successors and permitted assigns, the "Grantor"), and PB CAPITAL CORPORATION, in its capacity as agent (with its successors in such capacity, the "Agent") for the Lenders (as defined below) party to that certain Amended and Restated Credit Agreement dated as of December 18, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among Nellson Nutraceutical, Inc. (the "Borrower"), the Agent and the financial institutions from time to time parties thereto (the "Lenders"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the terms of the Credit Agreement, the Lenders have agreed to make certain loans to or for the benefit of the Borrower;

WHEREAS, the Grantor has guaranteed the Obligations of the Borrower, under and as defined in the Credit Agreement, pursuant to the Guaranty, dated as of the date hereof, executed by the Grantor (as amended, supplemented or otherwise modified from time to time, the "Guaranty");

WHEREAS, the Grantor and the Agent are parties to that certain Subsidiary Security Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted a security interest in certain of its assets to the Agent for the ratable benefit of the Lenders and the other Holders; and

WHEREAS, in order to secure the prompt and complete payment, observance and performance of (i) all of the obligations of the Grantor under the Guaranty and (ii) all of the Grantor's obligations and liabilities hereunder and in connection herewith (all the Obligations and such obligations and liabilities hereunder being hereinafter referred to collectively as the "Liabilities"), the Agent and the Lenders have required under the Credit Agreement that the Grantor execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular

provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(b) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of the Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof .

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, the Grantor hereby grants to the Agent, for the ratable benefit of the Lenders and the other Holders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Grantor's now owned and hereafter acquired:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith, and (e) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, in each case to the extent assignable without violation thereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

The Grantor hereby authorizes the Agent to file this Agreement, or a duplicate thereof, with the United States Patent and Trademark Office or with any other authority the Agent deems appropriate, and the Grantor agrees to cooperate with the Agent as the Agent may request in order to effectuate such filing or filings.

5. Restrictions on Future Agreements. The Grantor agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which could reasonably be expected to have a material adverse effect on the validity or enforcement of the rights collaterally assigned to the Agent under this Agreement or the rights associated with any material Trademarks or Licenses, and in particular, the Grantor will not permit to lapse or become abandoned any Trademark or License if such lapse or abandonment could reasonably be expected to have a Material Adverse Effect.

6. New Trademarks and Licenses. The Grantor represents and warrants that, as of the Closing Date, to the best of its knowledge after reasonable inquiry, (a) the Trademarks listed on Schedule A include all of the registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by the Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor and which are material individually or in the aggregate to the operation of the business of the Grantor and (c) other than the rights of any party to the Licenses with respect to the Trademarks, no liens, claims or security interests in such Trademarks and Licenses have been granted by the Grantor to any Person other than the Agent. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto (but only, in the case of trademark licenses and service mark licenses where the Grantor is the licensee, to the extent such licenses are assignable without violation thereof, it being understood and agreed that the Grantor shall use commercially reasonable efforts to ensure that such licenses are assignable for security purposes). The Grantor shall give to the Agent written notice, to the best of its knowledge after reasonable inquiry, of events described in clauses (i), (ii) and (iii) of the preceding sentence not less frequently than on an annual basis. The Grantor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned or held by the Grantor or to prepare this Agreement for filing with the Patent and Trademark Office and by amending Schedule B to include any trademark license agreements and service mark license agreements (A) to which the Grantor becomes a party, and (B) which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of, or a notice of amendment to, this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and

service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. The Grantor hereby agrees that if an Event of Default has occurred and is continuing the use by the Agent of the Trademarks and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 15 or pursuant to Section 7 of the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent, the Lenders or the other Holders to the Grantor.

8. Further Assignments and Security Interests. Except as provided in Section 9.02 of the Credit Agreement, the Grantor agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Agent.

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest; Release of Collateral.

(a) This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Liabilities have been paid in full in cash and the Credit Agreement has been terminated. Upon such termination and at the written request of the Grantor or its successors or assigns, and at the cost and expense of the Grantor or its successors or assigns, the Agent shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, the Grantor may, to the extent permitted by Section 9.02 of the Credit Agreement, sell, assign, transfer or otherwise dispose of any Trademarks and any Licenses. In addition, the Trademarks and Licenses shall be subject to release from time to time (with the Trademarks and Licenses referred to in the immediately preceding sentence, the "Released Collateral") in accordance with Section 12.09(b) of the Credit Agreement. The Liens under this Agreement shall terminate with respect to the Released Collateral upon such sale, transfer, assignment, disposition or release, and upon the request of the Grantor, the Agent shall execute and deliver such instrument or document as may be necessary to release the Liens granted hereunder; provided, however, that (i) the Agent shall not be required to execute any such documents on terms which, in the Agent's opinion, would expose the Agent to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Liabilities or any Liens on or obligations of the Grantor in respect of all interests retained by the Grantor, including without limitation, the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

10. Duties of the Grantor. The Grantor shall have the duty, to the extent desirable in the normal conduct of the Grantor's business, to: (i) prosecute diligently any material trademark application or service mark application that is part of the Trademarks pending

as of the date hereof or hereafter until the termination of this Agreement; and (ii) make application for the registration of trademarks or service marks used or adopted by the Grantor. The Grantor further agrees (i) not to abandon any Trademark or License if such abandonment could reasonably be expected to have a Material Adverse Effect without the prior written consent of the Agent, and (ii) to use its reasonable best efforts to obtain and maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. None of the Agent or the Lenders or shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, none of the Agent or the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Liabilities secured hereby.

11. The Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, the Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. The Grantor hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in the Grantor's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, upon the occurrence and during the continuance of an Event of Default and the giving by the Agent of notice to the Grantor of the Agent's intention to enforce its rights and claims against the Grantor, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use, prosecution or protection of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms (but subject to the terms thereof), (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or under the Licenses, to anyone on commercially reasonable terms (but only, in the case of Licenses, to the extent permitted under such Licenses), and (iv) take any other actions with respect to the Trademarks or, to the extent permitted, the Licenses as the Agent deems in the best interest of the Lenders. The Grantor hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the Lenders under the Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion exercised in a commercially reasonable manner, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of each of the Agent and the

Lenders, and each of all of their nominees, successors and assigns. The Grantor's successors and assigns, shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

17. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT FOR PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS.

18. Notices. All notices or other communications hereunder shall be given, if to the Agent, in the manner and to the address set forth in Section 13.10 of the Credit Agreement, and if to the Grantor, care of the Borrower in the manner and to the address set forth in Section 13.10 of the Credit Agreement.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. Consent to Jurisdiction and Service of Process. The Grantor agrees that the terms of Section 13.20 of the Credit Agreement with respect to consent to jurisdiction and service of process shall apply equally to the Grantor under and in connection with this Agreement.

22. **WAIVER OF JURY TRIAL. EACH OF THE GRANTOR AND THE AGENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE AGENT AND THE GRANTOR ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. EITHER THE GRANTOR OR THE AGENT MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NELLSON NUTRACEUTICAL EASTERN DIVISION, INC.

By: Ben J. Muhlenkamp
Name: BEN J. MUHLENKAMP
Title: PRESIDENT

Accepted and agreed to as of the day and year first above written.

PB CAPITAL CORPORATION, as Agent

By:_____
Name: Perry Forman
Title: Vice President

By:_____
Name: Maria C. Levy
Title: Associate

TRADEMARK
REEL: 2429 FRAME: 0647

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NELLSON NUTRACEUTICAL EASTERN DIVISION, INC.

By:_____
Name:
Title:

Accepted and agreed to as of the day and year first above written.

PB CAPITAL CORPORATION, as Agent

By:_____
Name: Perry Forman
Title: Vice President

By:_____
Name: Maria C. Levy
Title: Associate

STATE OF NEW YORK)
) SS
COUNTY OF CAYUGA)

On the 3 day January, 2002, before me personally came Ben J. Muhlenkamp, to me known, who being by me duly sworn, did depose and say that he resides at Glendale, CA ; that he is the President of NELLSON NUTRACEUTICAL EASTERN DIVISION, INC., the corporation described in and which accepted and agreed to the foregoing instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Linda J. Chapman
Notary Public

LINDA J. CHAPMAN
Notary Public for the State of New York
Cayuga County No. 01CH5071349
Expires 02/24/2003

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On the 2 day of January, 2002, before me personally came Perry Forman, to me known, who being by me duly sworn, did depose and say that he resides at 590 Madison Avenue, N.Y., N.Y. 10022; that he is a Vice President of PB CAPITAL CORPORATION, the bank described in and which accepted and agreed to the foregoing instrument.

Notary Public

NICHOLAS J. NOUVEL
Notary Public, State of New York
No. 01NO4935680
Qualified in New York County
Commission Expires June 27, 2002

NICHOLAS J. NOUVEL
Notary Public, State of New York
No. 01NO4935680
Qualified in New York County
Commission Expires June 27, 2002

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On the 2 day January, 2002, before me personally came Maria C. Levy, to me known, who being by me duly sworn, did depose and say that she resides at 590 Madison Avenue, New York, N.Y. 10022; that she is an Associate of PB CAPITAL CORPORATION, the bank described in and which accepted and agreed to the foregoing instrument. .

Notary Public

NICHOLAS J. NOUVEL
Notary Public, State of New York
No. 01NO4935680
Qualified in New York County
Commission Expires June 27, 2002

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Dated as of January 1, 2002

Trademarks, etc., and Applications

TRADEMARKS	REGISTRATION NUMBER
INCREDA-MEAL	1259064
INCREDA-MEAL AMERICA'S ORIGINAL FOOD BAR	1754830
ALL SPORTS NUTRITION BAR	1796025
THE KIDS NUTRITION BAR	1827088

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22625-2010

SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT

Dated as of January 1, 2002

License Agreements

LICENSES FROM THE GRANTOR TO OTHER COMPANIES

None

LICENSES FROM OTHER COMPANIES TO THE GRANTOR

None

426123.2
22625-2010