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04-05-2002



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REC'D TR 102044980

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

Tab settings

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

1. Name of conveying party(ies): NaturalMax, Inc. 1400 Kearns Blvd, 2nd Floor Park City, Utah 84060

2. Name and address of receiving party(ies) Cooperative Centrale Raiffeisen-Name: Boerenleenbank B.A. ("Rabobank International")

3. Nature of conveyance: [X] Other Grant of Security Interest Execution Date: 02/11/02

Street Address: 245 Park Avenue City: New York State: New York [X] Other Commercial Bank

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Danice Kowalczyk, Esq. Internal Address: White & Case Street Address: 1155 Avenue of the Americas City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 12 7. Total fee (37 CFR 3.41): \$ 315.00 8. Deposit account number: 23-1705

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. Danice Kowalczyk, Esq. Signature Date: 02/21/02

04/05/2002 6TOM11 00000010 75386072 01 FC:481 02 FC:482 40.00 OP 275.00 OP

Total number of pages including cover sheet, attachments, and document: 9

TRADEMARK REEL: 002475 FRAME: 0741

LIST OF MARKS

Trademark	Brand	™ Owner	Country	™ Serial No./ Filing Date	™ Regis. No./ Issuance Date	Int'l Class	Product Description for ™ Purposes
BREAST HEALTH®	NaturalMax	NaturalMax, Inc.	USA	75/386,072 11/06/97	2,241,309 04/20/99	5	Dietary supplements
CELLUFITE™	NaturalMax	NaturalMax, Inc.	USA	75/662,354 03/17/99	[Pending]	5	Dietary supplements
DIETMAX®	NaturalMax	NaturalMax, Inc.	USA	74/210,422 10/07/91	1,823,559 02/22/94	5	Nutritional and dietary food supplements
ENERMAX and Design®	NaturalMax	NaturalMax, Inc.	USA	74/204,899 09/19/91	1,813,352 12/28/93	5	Nutritional and dietary supplements
ENERMAX®	NaturalMax	NaturalMax, Inc.	USA	74/067,331 06/08/90	1,639,500 04/02/91	5	Nutritional and dietary supplements
FAST-CAPS®	NaturalMax	NaturalMax, Inc.	USA	74/601,922 11/22/94	2,042,286 03/04/97	5	Dietary and nutritional supplements
NATURALMAX®	NaturalMax	NaturalMax, Inc.	USA	75/310,610 06/17/97	2,429,043 02/20/01	5	Dietary supplements
RESPIRMAX®	NaturalMax	NaturalMax, Inc.	USA	75/253,320 03/07/97	2,173,960 07/14/98	5	Dietary supplements
SKIN & SUN®	NaturalMax	NaturalMax, Inc.	USA	75/360069 09/19/97	2,195,822 10/13/98	5	Dietary supplements
SMILEMAX®	NaturalMax	NaturalMax, Inc.	USA	75/031,690 12/12/95	2,064,094 05/20/97	3	Tooth whitener
THIN-THIN®	NaturalMax	NaturalMax, Inc.	USA	79/295,731 05/21/97	2,232,869 03/16/99	5	Dietary supplements

Healthway Natural Natural USA 72/425, 972,196 5 Vitamins and minerals
Max Max

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NaturalMax, Inc. (the "Grantor"), a Delaware corporation, with principal offices at 1400 Kearns Boulevard, 2nd Floor, Park City, Utah 84060, hereby grants to Cooperative Centrale Raiffeisen-Boerenleenbank B.A. ("Rabobank International"), New York branch, as Collateral Agent, with principal offices at 245 Park Avenue, New York, New York, 10167-0062 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, and (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of January 16, 2002 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

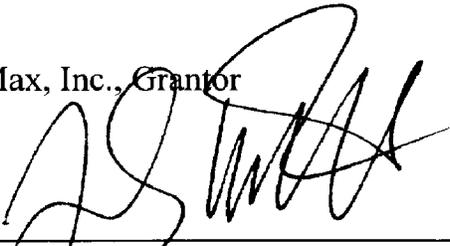
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

28 day of January, 2002.

NaturalMax, Inc., Grantor

By 

Name:

Title:

Cooperative Centrale Raiffeisen-Boerenleenbank
B.A. ("Rabobank International"), New York branch,
as Collateral Agent and Grantee

By _____

Name:

Title:

STATE OF Utah)
COUNTY OF Summit) SS:

On this 25 day of JAN, 2002 before me personally came _____
FRANK W. GAY II who, being by me duly sworn, did state as follows: that [s]he is
CEO of NaturalMax, Inc., that [s]he is authorized to execute the foregoing Grant on
behalf of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.

Janet Rees
Notary Public
 Notary Public
JANET REES
490 North Main
Coalville, Utah 84017
My Commission Expires
July 25, 2005
State of Utah

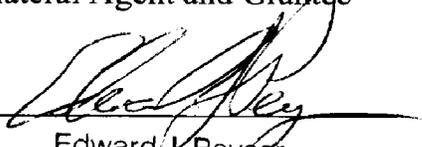
26 day of January, 2002. IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

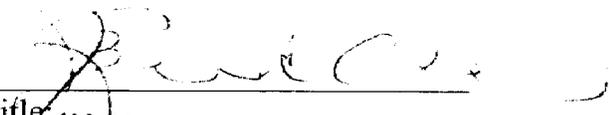
NATURALMAX, INC. ,
as Grantor

By _____
Title:

COOPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A.,
"RABOBANK INTERNATIONAL", NEW
YORK BRANCH,
as Collateral Agent and Grantee

BRN

By 
Title: Edward J. Peyser
Managing Director

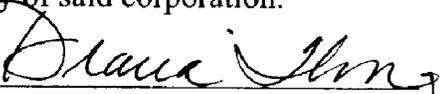
By 
Title: **HANS E. BREUKHOVEN**
Vice President

STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

On this 17th day of ~~January~~ ^{FEBRUARY}, 2002, before me personally came EDWARD J. PEYSER who, being by me duly sworn, did state as follows: that he is MANAGING DIRECTOR of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of said corporation.



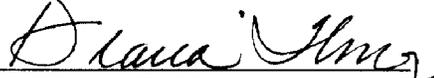
Notary Public
DIANA WONG
Notary Public, State of New York
No. 4973432
Qualified in Rockland County
Certified in New York County
Commission Expires October 22, 2002

STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

On this 11th day of ^{FEBRUARY} ~~January~~, 2002, before me personally came HANS F. BREUKHOVEN who, being by me duly sworn, did state as follows: that he is VICE PRESIDENT of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of said corporation.



Notary Public

DIANA WONG
Notary Public, State of New York
No. 4973432
Qualified in Rockland County
Certified in New York County
Commission Expires October 22, 2002