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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.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):

Herbalife International, Inc.

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

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

2. Name and address of receiving party(ies)

Name: **UBS AG, Stamford Branch**

Internal Address: _____

Street Address: **677 Washington Boulevard**

City: **Stamford** State: **CT** Zip: **06901**

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☒ Corporation-State **Swiss**
- ☐ 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: **July 31, 2002**

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

A. Trademark Application No.(s)
76/343630 76/343631 75/678718 76/084117 75/908900 76/285687 76/338305 76/386532 75/936723

B. Trademark Registration No.(s)
2002163 2210847 2325915 2105303 2430079 2232090 2457992 1745337 1893894 1401820 1940722 2071869

Additional number(s) attached ☒ Yes ☐ No

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

Name: **Sion Kim, Esq.**

Internal Address: _____

Skadden, Arps, Slate, Meagher & Flom LLP

Street Address: **Four Times Square**

City: **New York** State: **NY** Zip: **10036-6522**

6. Total number of applications and registrations involved: **52**

7. Total fee (37 CFR 3.41).....$ **1315.00**

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

8. Deposit account number:

19-2385 [Our Ref: 698510-41]

(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.

Sion Kim — Name of Person Signing

Signature

August 7, 2002 — Date

Total number of pages including cover sheet, attachments, and document: **10**

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

700015816

Continuation of Registration Nos.
Trademark Security Agreement
Herbalife International, Inc. to UBS AG, Stamford Branch
Our Ref: 698510-41

Reg. No.
2,311,660
2,300,802
2,430,078
2,029,659
2,323,853
1,254,211
1,811,780
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2,512,368
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2,269,045
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2,127,756
2,099,803
1,607,981
2,253,056
2,098,011
2,095,504
2,536,429
2,198,708
2,105,304
1,934,165
1,941,197
1,854,000
1,974,469
2,451,123
2,255,791

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of July 31, 2002, is entered into between HERBALIFE INTERNATIONAL, INC., a Nevada corporation ("**Assignor**"), located at 1800 Century Park East, Los Angeles, CA 90067, and UBS AG, STAMFORD BRANCH, a Swiss corporation ("**Assignee**"), located at 677 Washington Boulevard, Stamford, CT, in its capacity as collateral agent for the lending institutions from time to time party to that certain Credit Agreement, dated as of July 31, 2002, between Assignor, the Guarantors (defined therein), Assignee, and such lending institutions. Capitalized terms not otherwise defined herein have the meanings assigned to them in the Security Agreement, dated as of July 31, 2002 (the "**Security Agreement**"), between Assignor, other pledgors, and Assignee.

WHEREAS, pursuant to the Security Agreement, Assignor is granting to Assignee a security interest in and continuing lien on the Security Agreement Collateral, including registered trademarks and trademark applications.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Assignor hereby grants to Assignee a security interest in and continuing lien on all Trademarks, including the Trademarks set forth on Schedule A attached hereto, and all of Assignor's right, title and interest in, to and under all of the Trademarks, wherever located, whether now owned or existing, or hereafter arising or acquired from time to time (all of which being hereafter referred to as the "**Trademark Collateral**").

(b) The security interest granted hereby is granted in conjunction with the security interest and continuing lien granted to Assignee under the Security Agreement, which is deemed incorporated by reference herein. The rights and remedies of Assignee with respect to the security interest and continuing lien granted hereby are in addition to those rights and remedies set forth in the Security Agreement and the other Loan Documents, and those rights and remedies which are now or hereafter available to Assignee as a matter of law or equity. The exercise by Assignee of any one or more of the rights or remedies provided for in this Agreement, the Security Agreement, the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights or remedies. In the event that terms of this Agreement conflict with the terms of the Security Agreement, the terms of the Security Agreement shall govern.

2. Modification of Agreement

Neither this Agreement, nor any provision hereof may be amended, modified, waived, or terminated, except in accordance with Section 7.07 of the Security Agreement. Notwithstanding the foregoing, Assignor authorizes Assignee to file documents with the United States Patent and Trademark Office (or any successor office or any similar office in any other country) for the purpose of modifying this Agreement to the extent that such modification constitutes an amendment of Schedule A hereto to add any right, title, or interest in any Trademark Collateral owned or subsequently acquired by Assignor. Assignor additionally agrees to execute any additional agreement or amendment hereto, as may be required by Assignee from time to time, to subject any such owned or subsequently-acquired right, title, or interest in any Trademark

Collateral to the security interest and continuing liens and perfection created or contemplated hereby, or by the Pledge and Security Agreement.

3. Termination of Agreement

Upon payment in full of all the Secured Obligations, or upon any partial release of Trademark Collateral in accordance with the other Loan Documents, the security interests granted hereby shall terminate hereunder and of record, and all rights to the Trademark Collateral shall revert to Assignor, it being understood that in the case of any such partial release, the security interests granted hereby shall terminate hereunder and of record only with respect to such Trademark Collateral subject to such partial release. Upon any such termination, Assignee shall, at Assignor's expense, execute and deliver to Assignor such documents, and take such other actions, as Assignor reasonably requests to evidence such termination.

4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN A DIFFERENT GOVERNING LAW.

5. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective officers duly authorized as of the date first above written.

HERBALIFE INTERNATIONAL, INC., as Assignor

By: _____
Name: Douglas G. Sages
Title: Executive Vice President and Chief Financial Officer

UBS AG, STAMFORD BRANCH, as Assignee

By: _____
Name:
Title:

275686

IN WITNESS WHEREOF, Assignor and Assignee have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective officers duly authorized as of the date first above written.

HERBALIFE INTERNATIONAL, INC., as Assignor

By: _____
Name:
Title:

UBS AG, STAMFORD BRANCH, as Assignee

By: _____
Name: Wilfred Y. Sain
Title: Associate Director
Banking Products Services US

By: _____
Name:
Title: Patricia O'Kick
Director
Banking Products Services

275686

SCHEDULE A

TRADEMARKS

United States Trademark Registrations and Applications

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
(DESIGN)	2,002,163	9/24/96
(DESIGN)	2,210,847	12/15/98
(DESIGN)	2,325,915	3/07/00
AROMAVIE	2,105,303	10/14/97
ASMERA	2,430,079	2/20/01
CARBOGUARD	2,232,090	3/16/99
CARDIO TOCONOX	2,457,992	6/05/01
CELL ACTIVATOR	1,745,337	01/05/93
CELLULAR NUTRITION	1,893,894	5/16/95
CELL-U-LOSS	1,401,820	7/22/86
DERMAJETICS	1,940,722	12/12/95
DERMAJETICS	2,071,869	6/17/97
DINOKIDS	2,311,660	01/25/00
DINOSHAKE	2,300,802	12/14/99
HBN	2,430,078	02/20/01
HBN HERBALIFE BROADCAST NETWORK	2,029,659	01/14/97
HERBAFRESH	2,323,853	02/29/00
HERBALIFE	1,254,211	10/18/83
HERBALIFE	1,811,780	12/21/93
HERBALIFE	1,969,346	4/23/96
HERBALIFE	2,512,368	11/27/01
HERBALIFE WEBSITE BUILDER	(76/343,630)	(11/29/01)
HERBALIFE WEBSITE DESIGNER	(76/343,631)	(11/29/01)
HERBALIFELINE	1,406,425	8/26/86
HERBALIGHTS	2,424,104	01/23/01
HERBATEL	2,269,045	8/10/99
HERBIE	1,934,860	11/14/95
HERBIE	1,934,862	11/14/95
IMPROV	2,112,280	11/11/97
KINDERMINS	1,460,566	10/13/87
LONGETICS	2,127,756	01/06/98
LUSCIOUS	2,099,803	9/23/97
MALE FACTOR 1000	1,607,981	7/31/90 (renewed)
MENTABALANCE	2,253,056	6/15/99
NATURE'S MIRROR	2,098,011	9/16/97
OCEAN CURRENTS	2,095,504	9/09/97
OUTER NUTRITION	2,536,429	02/05/02
PARFUMS VITESSENCES	(75/678,718)	(4/12/99)
PIN STRIPE	2,198,708	10/20/98
RADIANTC	(76/084,117)	(7/03/00)

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
SEAWARD	2,105,304	10/14/97
SENSORY NUTRITION	(75/908,900)	(02/03/00)
SKIN ACTIVATOR	(76/285,687)	(7/16/01)
T-GEN	(76/338,305)	(11/16/01)
THERMO-BOND	1,934,165	11/07/95
THERMOJETICS	1,941,197	12/12/95
THERMOJETICS	1,854,000	9/13/94
THERMOSOMES	1,974,469	5/21/96
TOTAL CONTROL	(76/386,532)	(3/22/02)
VITESSENCE	2,451,123	5/15/01
XTRA-CAL	(75/936,723)	(3/06/00)
ZILLION	2,255,791	6/22/99

Canadian Trademark Registrations and Applications

Unless otherwise noted, registrant/applicant is HERBALIFE INTERNATIONAL, INC.

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
AQUAGENICS	TMA522,131	01/25/00
AROMAVIE	TMA522,051	01/24/00
ASMERA	TMA450,889	11/24/95
CELL-U-LOSS	TMA292,394	06/29/84
DERMAJETICS	TMA453,451	02/02/96
DINOKIDS	TMA480,168	08/12/97
DINOMINS	(820,147)	(08/08/96)
FACTOR 1000	(1,087,169)	(12/21/00)
FIGURINE DESIGN	TMA452,524	12/29/95
HAVE YOU SEEN MY VIDEO	TMA403,567	10/09/92
HERBALIFE	TMA292,393	06/29/84
HERBALOE	TMA292,395	06/29/84
IMPROV	TMA450,890	11/24/95
INSOMNIA	TMA448,438	09/29/95
KINDERVITES	TMA327,825	05/22/87
LUSCIOUS	TMA457,973	05/24/96
NATURE'S MIRROR	TMA465,518	10/25/96
NUTRITECH	(853,163)	(10/07/97)
OCEAN CURRENTS	TMA447,122	09/01/95
PINSTRIPE	TMA447,434	09/08/95
RADIANTIC (stylized)	(1,064,882)	(06/27/00)
SEAWARD	TMA453,600	02/02/96
SENSORY NUTRITION	(1,044,736)	(02/01/00)
SILK TIE	TMA448,424	09/29/95
SKIN ACTIVATOR	(1,111,721)	(08/03/01)
THERMOJETICS	TMA477,258	06/05/97
THERMOJETICS	TMA418,665	10/22/93
THERMOJECTICS & DESIGN	TMA418,734	10/22/93

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
TOCONOX	TMA557,090	01/30/02
TRI-LEAF DESIGN	TMA451,571	12/08/95
TRIPLE BERRY COMPLEX	(1,044,196)	(02/01/00)
VITESSENCE	TMA471,848	08/15/94
ZILLION	TMA448,423	09/29/95

United Kingdom Trademark Registrations and Applications

Unless otherwise noted, registrant/applicant is HERBALIFE INTERNATIONAL, INC.

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
AEROGENICS	000687152	11/24/97
AQUAGENICS	000687178	11/24/97
AROMAVIE	2002964	11/22/94
ASMERA	2008242	01/19/95
HERBALIFE CELLULAR NUTRITION	B1476944	09/17/91
CELL-U-LOSS	1198424	06/25/83
CELL ACTIVATOR	(002405157)	(10/08/01)
DERMAJETICS	1579630	07/26/94
DERMAJETICS	78600	01/23/98
DINOKIDS	370940	08/19/96
DINOMINS	370999	08/18/96
FIGURINE DESIGN	2210087	09/29/99
FIGURINE DESIGN	2122001	01/28/97
HERBAL LIFE	B1049940	07/23/75
HERBALIFE	2005422	12/15/94
HERBALIFE	B1189897	02/04/83
HERBALIFE	B1189898	02/04/83
HERBALIFE	1277798	09/04/86
HERBALIFE	B1189899	02/04/83
HERBALIFE (word & design)	63875	04/01/96
HERBATAN	1277797	09/04/86
HERALIFELINE	2268419	04/26/01
HERBALIGHTS	001222769	06/29/99
HERBATEL	001345610	10/14/99
IMPROV	2008240	01/19/95
KINDERMINS	B1210815	01/14/84
HERBALIFE MALE FACTOR 1000	1404797	11/14/89
NATURE'S MIRROR	2033980	09/15/95
NUTRITECH	000652271	10/10/97
OCEAN CURRENTS	1579628	07/26/94
PINSTRIPE	1580539	08/03/94
HERBALIFE SCHIZANDRA PLUS	B1210814	01/14/84
RADIANTIC (stylized)	001749738	07/11/00
SEAWARD	2002913	11/22/94

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
SENSORY NUTRITION	(001464882)	(01/18/00)
SKIN ACTIVATOR	(002331221)	(08/06/01)
SLIM DISK	B967778	11/18/70
THERMO (BODY DEVICE)	1564938	03/10/94
THERMOJETICS	1564956	03/10/94
THERMOJETICS	1501917	06/01/92
THERMOJETICS	1502578	06/05/92
THERMOJETICS	63800	01/28/98
TRI-LEAF LOGO	1277799	09/04/86
TRI-LEAF LOGO	2028850	07/31/95
TRI-LEAF LOGO	1277800	09/04/86
TRI-LEAF LOGO	1277801	09/04/86
VegetACE	908814	08/17/98
VITESSENCE	1580493	08/03/94
XTRA-CAL	(002601573)	(03/04/02)
ZILLION	1585481	09/20/94

European Community Trademark Registrations and Applications

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
AEROGENICS	00687152	11/24/97
AQUAGENICS	000687178	11/24/97
CELL ACTIVATOR	(002405157)	(10/08/01)
DERMAJETICS	78600	04/01/96
DINOKIDS	370940	08/19/96
DINOMINS	370999	08/18/96
HERBALIFE (word & design)	63875	04/01/96
HERBALIGHTS	001222769	06/29/99
HERBATEL	001345610	10/14/99
NUTRITECH	000652271	10/10/97
RADIANTC (stylized)	001749738	07/11/00
SENSORY NUTRITION	(001464882)	(01/18/00)
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VegetACE	908814	08/17/98
XTRA-CAL	(002601573)	(03/04/02)

91

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

FOUR TIMES SQUARE
NEW YORK 10036-6522

TELEPHONE NO.: (212) 735-3000
FACSIMILE NO.: (212) 735-2000

DIRECT FACSIMILE NO.: 917-777-3816
EMAIL: kdegnan@skadden.com

FACSIMILE TRANSMITTAL SHEET

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

NAME: Assignment Division

FIRM: U.S. Patent and Trademark Office

CITY: Arlington DATE: August 7, 2002

TELEPHONE NO.: 703-308-9723

FACSIMILE NO.: 703-306-5995

FROM: Kimberley Degnan FLR/RM.: 45-313

REFERENCE NO.: 698510-41 DIRECT DIAL: 212-735-3816

TOTAL NUMBER OF PAGES INCLUDING COVER(S): 13

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MESSAGE: **Trademarks**

The Commissioner is hereby authorized to charge any fees in connection with the attached recordation request to **Skadden, Arps Deposit Account No. 19-2385 (Our Ref: 698510-41)**.

Kimberley Degnan, Trademark Legal Assistant

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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Name: UBS AG, Stamford Branch

Internal Address:

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06901

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Additional number(s) attached ☒ Yes ☐ No

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Name: Sion Kim, Esq.

Internal Address:

Skadden, Arps, Slate, Meagher & Flom LLP

Street Address: Four Times Square

City: New York State: NY Zip: 10036-6522

6. Total number of applications and registrations involved: 52

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19-2385 [Our Ref: 698510-41]

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Sion Kim — Name of Person Signing

Signature

August 7, 2002 — Date

Total number of pages including cover sheet, attachments, and document: 10

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Commissioner of Patent & Trademarks, Box Assignments
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