

RE

RECC

07-11-2002



To the Honorable Commissioner of Patents

102151079

Send original documents or copy thereof.

1. Name of conveying party(ies):

Atkins Nutritionals, Inc.
150 East 55th Street
New York, NY 10022

7.8.02

- Individual(s)
- General Partnership
- Corporation
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

EAB Leasing Corp.
540 Upland Avenue
Reading, PA 19611-1970

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation: Pennsylvania
- Other: _____

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other: _____
- Merger
- Change of Name

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

Execution Date: December 20, 2001

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

A. Trademark Application No.(s):

B. Trademark Reg. No.(s): **SEE EXHIBIT**

Additional numbers attached Yes No

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

Arthur H. Seidel, Esq.
Michael F. Snyder, Esq.
Drinker Biddle & Reath LLP
One Logan Square
18th and Cherry Streets
Philadelphia, PA 19103-6996

Attorney Docket No. 135291 (5637-G)

6. Total number of applications and registrations involved 15

7. Total fee (37 CFR 3.41) \$390.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number:

DO NOT USE THIS SPACE

9. 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.

MICHAEL F. SNYDER
Name of Person Signing

[Signature]
Signature

July 2, 2002
Date

Total number of pages including cover sheet, attachments and document: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

OFFICE OF PUBLIC RECORDS
702 JUL -8 AM 851
FINANCE SECTION

EXHIBIT A

MARK	SERIAL NUMBER	REGISTRATION NUMBER
Arthrujoint	75/490275	2,253,675
Atkins Diet Advantage Bar	75/440375	2,437,823
Atkins Diet	75/439907	2,434,476
Dr. Atkins	75/440322	2,436,113
A Basic #3	75/440323	2,411,688
A Atkins (w/Design)	76/225472	Pending
Atkins Direct	76/225473	Pending
Atkins	76/225469	Pending
Atkins	76/225470	Pending
Atkins	76/225468	Pending
Atkins Enduige	76/225471	Pending
Atkins Nutritional Approach	76/290509	Pending
Atkins Nutritional Principals	76/290508	Pending
Atkins Controlled Carbohydrates	76/301821	Pending
Targeted Nutrition	74/605819	Pending

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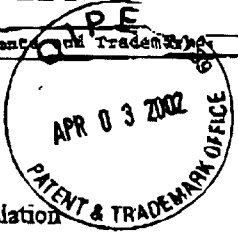
USPTO FORM PTO 1594
31-93

RECORDATION
TRADE



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks Please return the enclosed original documents or copy thereof.



1. Name of conveying party(ies):
 Atkins Nutritionals, Inc.
 150 East 55th Street
 New York, NY 10022

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

4-3-02

2. Name and address of receiving party(ies):
 EAB Leasing Corp.
 540 Upland Avenue
 Reading, PA 19611-1970

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation: EAB Leasing Corp.
 Other: _____

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & addresses attached? Yes No

Execution Date: December 20, 2001

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

A. Trademark Application No.(s):

Additional numbers attached Yes No

B. Trademark Reg. No.(s):
2,253,675

5. Name and address of party to whom correspondence concerning document should be mailed:
 EAB Leasing Corp.
 540 Upland Avenue
 Reading, PA 19611-1970
 Attn: Brian C. Engelhardt

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 2.41)
 Enclosed
 Authorized to be charged to deposit account

04/08/2002 T01A71 00000129 2253675
 01 FC1481 40.00 OP
 02 FC1482 350.00 OP

8. Deposit Account Number:
N/A

DO NOT USE THIS SPACE

9. 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.

Brian C. Engelhardt
 Name of Person Signing

March 26, 2002
 Date

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

OMV No. 0651-0011 (exp. 4/04)

Do not detach this portion

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

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is entered into as of the 20 day of December, 2001, between **ATKINS NUTRITIONALS, INC.** (the "Assignor"), a New York corporation having a mailing address at 2002 Orville Drive North, Suite A, Ronkonkoma, New York 11779 and American Equipment Leasing, a division of EAB Leasing Corp. (the "Secured Party").

WHEREAS:

A. Assignor has executed a note in favor of the Secured Party in the principal amount of \$4,500,000.00 ("Note") and the Assignor and Secured Party have entered into a Loan Agreement and Security Agreement dated as of December ____, 2001 (the "Security Agreement") pursuant to which the Assignor has granted to the Secured Party a security interest in and lien against "Co lateral" as defined therein (the Note, the Security Agreement, this Agreement and all related agreements, documents and instruments being collectively referred to as the "Loan Documents"); and

B. Assignor wishes to grant further collateral security and assurance to the Secured Party in order to secure the performance by Assignor of the Obligations (as defined herein), and to that effect Assignor agrees to grant to Assignee a security interest in certain tradenames and trademark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Assignee as follows:

1. As used in this Agreement, the following term shall have the following meaning:

"Obligations" shall mean all now existing or hereafter arising obligations of the Assignor to the Secured Party, whether primary or secondary, direct or indirect, absolute or contingent, joint or several, secured or unsecured, due or not, liquidated or unliquidated, arising by operation of law or otherwise under the Loan Documents, together with all costs of collection or enforcement, including, without limitation, reasonable attorneys' fees incurred in any collection efforts or in any action or proceeding. The Obligations shall include interest accruing thereon before or after the commencement of any insolvency, bankruptcy or reorganization proceeding in respect of the Assignor or any guarantor of the Obligations whether or not such interest is an allowable claim in any such proceeding and irrespective of the discharge or release of the Assignor or any other guarantor in such proceeding.

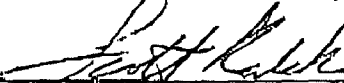
2. To secure the complete and timely satisfaction of all Obligations, Assignor hereby grants, assigns and conveys to Assignee a continuing security interest in and to the trademarks and trademark applications and tradenames and tradename applications listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), all proceeds thereof (including but not limited to license royalties and proceeds of infringement suits thereon), claims for past, present and future infringements, all rights corresponding thereto throughout the world, all reissues, divisions, continuations, renewals, extensions and continuations in part thereof, and all trademarks and applications for trademarks and all tradenames and applications for tradenames of the Assignor hereafter filed or acquired, together with all goodwill associated with any and all of the foregoing and all proceeds of any and all of the foregoing (collectively called the "Collateral" or the "Trademarks"); Ownership of the Trademarks is not assigned, conveyed or transferred to Assignee hereunder.

3. This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

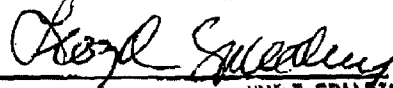
4. Assignor authorizes the Secured Party to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademarks under paragraph 2 hereof, provided that any such amendment shall not be effective until ten (10) business days after written notice and a copy of such amendment been delivered to Assignor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ATKINS NUTRITIONALS, INC.

By: 
Name: Scott W. Kabak
Title: Executive Vice President

~~CITIBANK, N.A. EAB LEASING, Corp~~

By: 
Name: LLOYD T. SPALDING
Business Manager
CitiCapital
Title: Building Code PAS
640 Upland Avenue
Reading, PA 19611
Tel. 610-988-1801
Fax #004587177

STATE OF NEW YORK
COUNTY OF NASSAU ss.:

On the 18th day of December in the year 2001 before me, the undersigned, a notary public in and for said State, personally appeared SCOTT W. KABAK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Paul Rubell
Notary Public

PAUL RUBELL
NOTARY PUBLIC, State of New York
No. 4819879
Qualified in Nassau County
Commission Expires December 31, 2002

STATE OF ~~NEW YORK~~ PENNSYLVANIA
COUNTY OF BERKS ss.:

On the 15th day of February, in the year 2001 before me, the undersigned, a notary public in and for said State, personally appeared Lloyd T. Spalding, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Denise J. Emes
Notary Public

Notarial Seal
Denise J. Emes, Notary Public
Reading, Berks County
Commission Expires Dec. 20, 2003
Member, Pennsylvania Association of Notaries