

RE 11/2010 Z

11-20-2002



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

RI

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

Resubm

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

1. Name of conveying party(ies): Pure World Botanicals, Inc.

11-20-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other limited liability company-Delaware

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

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association Internal Address:

Street Address: Two Tower Center Boulevard City: East Brunswick State: NJ Zip: 08816

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Banking Corporation

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: 3/29/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) ID#102116628 and ID# 102205954 See Schedule A attached

Additional number(s) attached Yes No

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

Name:

Internal Address: Pitney Hardin Kipp & Szuch, LL

P.O. Box 1945, Morristown, NJ 07962-1945

Street Address: 200 Campus Drive

City: Florham Park State: NJ Zip: 07932

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00 (paid 6/10/02)

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501145 (fee paid 6/10/02 under ID#102116628)

DO NOT USE THIS SPACE

9. Signature.

Michael P. Turner

Name of Person Signing

Signature

Signature

November 19, 2002

Date

Total number of pages including cover sheet, attachments, and document: 23

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

SCHEDULE TO RECORDATION FORM COVER SHEET
(Form PTO-1594)

TRADEMARKS
(Registered/Filed)

Registered Mark	Application or Registration Number
CimiPure	2,166,588
HyperiPure	2,444,642
Incan Logo	2,548,913
KavaPure	2,053,607
MacaPure	2,345,911
MacaPure Logo	2,551,670
OlePure	2,168,532
OlivePure	2,441,276
Pure World	1,041,379
ResveraPure	752,380,386
Veragel	2,106,732
VeraPure	2,136,264

RECORD
TRA

08-30-2002
102205954

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

1. Name of conveying party(ies):
Pure World Botanicals, Inc.

8.26.02

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

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

3. Nature of conveyance:

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

Execution Date: 3/29/02

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal

Address: _____

Street Address: Two Tower Center Blvd.

City: E. Brunswick State: NJ Zip: 08816

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

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

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

A. Trademark Application No.(s) ID#102116628
See Attached Addendum

B. Trademark Registration No.(s) _____

See Attached Addendum

Additional number(s) attached Yes No

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

Name: Michael P. Turner, Esq.

Internal Address: c/o Pitney Hardin

P.O. Box 1945

Street Address: 200 Campus Drive

City: Florham Park State: NJ Zip: 07932-0950

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 315.00 (Paid)

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501145 (Fee previously charged)

DO NOT USE THIS SPACE

9. Signature.

Michael P. Turner, Esq.
Name of Person Signing


Signature

8/19/02
Date

Total number of pages including cover sheet, attachments, and document: 14

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

SCHEDULE A TO RECORDATION FORM COVER SHEET

Trademark	Application or Registration Number	Registration or Filing Date	Status
Blessing/White	2,412,511	December 12, 2000	Registered
Exceeding Customer Expectations	2,364,658 1,790,644	July 4, 2000 August 31, 1993	Registered
Fast Start	2,366,462 1,790,643	July 11, 2000 August 31, 1993	Registered
Helping Others Succeed	2,362,379 1,790,645	June 27, 2000 August 31, 1993	Registered
Managing Personal Growth	1,827,676	March 22, 1994	Registered
MPG	2,364,672 1,790,646	July 4, 2000 August 31, 1993	Registered
Peer Coaching	2,375,234 2,041,474	August 8, 2000 February 25, 1997	Registered
You, Inc.	2,420,679	January 16, 2001	Registered
You @ Work	75,896,697	January 14, 2000	Application

*Incorrect
Addendum*

Kindy Disregard

Prepared by, Record and Return to:
MICHAEL P. TURNER, ESQ.
Pitney, Hardin, Kipp & Szuch
P.O. Box 1945
Morristown, NJ 07962-1945

PLEDGE OF TRADEMARKS AND PATENTS AS SECURITY

This Pledge of Trademarks and Patents as Security ("Pledge") made as of the 28th day of March, 2002, by **PURE WORLD BOTANICALS, INC.**, a corporation of the State of Delaware, having its principal place of business at 375 Huyler Street, South Hackensack, New Jersey 07606 ("Pledgor"), and delivered to **PNC BANK, NATIONAL ASSOCIATION**, having a location at 201 Penn Avenue, Scranton, Pennsylvania 18503 ("Lender").

WITNESSETH:

WHEREAS, Pledgor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedules "A-1" and "A-2" annexed hereto (all such marks or names hereinafter referred to as the "Trademarks"), as evidenced by (with respect to the Trademarks listed on Schedule A-1) records in the United States Patent and Trademark Office; and

WHEREAS, Pledgor is the owner of and has exclusive right, title and interest in and to said Trademarks; and

WHEREAS, Pledgor is the holder of certain Patent Rights and Claims (as hereinafter defined), as evidenced by records in the United States Patent and Trademark Office; and

WHEREAS, Pledgor has executed and delivered to the Lender, one or more promissory notes, letter agreements, loan agreements, security agreements, mortgages, pledge agreements, collateral assignments, and other agreements, instruments, certificates and documents (collectively as amended from time to time, the "Loan Documents"); and

WHEREAS, Lender desires to acquire a lien and security interest on the Trademarks and the registration thereof and the Patent Collateral (as hereinafter defined), together with all the goodwill of the Pledgor associated therewith and represented thereby, as security for the Obligations (as defined in the Loan Documents) of Pledgor to Lender related thereto, and Lender desires to have its security interest in such Trademarks and the Patent Collateral (as hereinafter defined) confirmed by a document identifying same and in such form that it may record in the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained, Pledgor and Lender, intending to be legally bound, hereby covenant and agree

as follows (all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Documents):

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Pledgor grants a lien and security interest to the Lender in (i) all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Pledgor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits; (ii) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule B hereto and any future patents of Pledgor (hereinafter referred to collectively as the "**Patents**"); (iii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule B hereto and any United States Letters Patent which may be issued upon any of said applications and any future patent applications of Pledgor (hereinafter referred to collectively as the "**Applications**"); (iv) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the "**Reissued Patents**"); (v) all future royalties or other fees paid or payment or payments made or to be made to the Pledgor in respect of the Patents; (vi) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and Royalties and proceeds being herein referred to collectively as the "**Patent Rights**"); and (vii) all rights, interests, claims and demands that the Pledgor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the "**Claims**") (the Patent Rights and Claims collectively referred to as the "**Patent Collateral**").

2. Representations and Warranties. The Pledgor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Pledgor, have not been adjudged invalid or unenforceable, and to the best of the Pledgor's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks listed on Schedule A-1 is valid and enforceable; (c) the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Pledgor not to sue third persons; (d) the Pledgor has the unqualified right to enter into this Agreement and perform its terms; (e) the Pledgor has used, and will continue to use for the duration of this Pledge, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) the Pledgor has used, and will continue to use for the duration of this Pledge, consistent standards of quality in products leased or sold under the Trademarks; (g) the Pledgor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify Lender immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur; (h) the Pledgor is the true and lawful exclusive owner of the Patent Rights set forth on Schedule B, including all rights and interests

herein granted; (i) the Patent Collateral is valid and enforceable; (j) the Pledgor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interests granted herein; and (k) the Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character.

3. Verification of Quality Control. The Pledgor hereby grants to the Lender and its employees and agents the right to visit the Pledgor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto upon reasonable advance notice, at reasonable times during regular business hours to ensure the Pledgor's compliance with paragraph 2(f) above. Any such inspections shall, so long as there has occurred no default hereunder or Event of Default under the Loan Documents, be conducted in such a manner so as to minimize any disruption of Pledgor's ordinary business activities.

4. Covenants. The Pledgor further covenants that until all of the Obligations have been satisfied in full, unless Lender gives its prior written consent to the contrary: (a) the Pledgor shall maintain the Trademarks in full force and effect to the extent necessary for Pledgor's business in the ordinary course; (b) the Pledgor will not enter into any agreement, including without limitation, any license agreement, which is inconsistent with the Pledgor's obligations under this Pledge or which restrict or impair the Lender's rights hereunder; (c) if the Pledgor acquires rights to any new non-intent-to-use Trademarks or to any new Patent Collateral, the provisions of this Pledge shall automatically apply thereto and the Pledgor shall give the Lender prompt written notice thereof along with an amended Schedule A or Schedule B, as appropriate.

5. Use of Trademarks and Patent Collateral. So long as this Pledge is in effect and so long as the Pledgor has not received notice from the Lender that an Event of Default has occurred under the Loan Documents and that the Lender has elected to exercise its rights to assignment hereunder, the Pledgor shall continue to have the exclusive right to use the Trademarks and Patent Collateral in the ordinary course of business, including the right to enter into agreements and licenses thereof, or pertaining thereto.

6. Negative Pledge. The Pledgor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks or the Patent Collateral without prior written consent of the Lender. The Pledgor shall defend the Trademarks and the Patent Collateral against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks and the Patent Collateral, and upon Lender's request will defend the right, title and interest of the Lender in and to any of the Pledgor's rights under the Trademarks and the Patent Collateral against the claims or demands of all persons whatsoever.

7. No Additional Trademarks or Patent Collateral. As of the date hereof, the Pledgor does not have any Trademarks or Patents or Reissued Patents registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants,

registrations or applications for registrations listed on Schedule A and Schedule B (as applicable) annexed hereto and made a part hereof.

8. Pledge of Additional Trademarks. In the event the Pledgor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark or Patent which the Pledgor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Pledgor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Lender thereof, and, upon request of the Lender shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's interest in such Trademark or Patent and the goodwill of the Pledgor associated thereto or represented thereby. The Pledgor hereby grants the Lender a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Pledge by amending Schedule A-1, A-2 and Schedule B, as applicable, to include any future Trademarks or licenses or Patents or Reissued Patents, including, without limitation, registrations or applications appurtenant thereto, covered by this Agreement. Lender shall endeavor to deliver to Pledgor any such amendments or modifications within a reasonable period of time after such amendments or modifications are executed pursuant to said power of attorney, provided, however, Lender's failure to do so shall not result in a claim or cause of action by Pledgor against Lender.

9. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while either the Pledgor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Pledgor hereby covenants and agrees that the Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks and the Patent Collateral covered hereby.

(b) For such purposes, and in the event of the Pledgor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Pledgor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use the Trademarks or the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Trademarks or the Patent Collateral to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Patent Collateral to itself

or to anyone else. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Pledge and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Pledgor expressly acknowledges that this Agreement shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Pledgor shall also execute and deliver to the Lender such documents as the Lender shall reasonably request to permanently assign all rights in the Trademarks and the Patent Collateral to the Lender, which documents shall be held by the Lender, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Lender may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Loan Documents. This Pledge shall be subject to the terms, provisions, and conditions set forth in the Loan Documents and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Loan Documents. All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Documents, the language of the Loan Documents shall control. The terms and conditions of the Loan Documents are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, the Lender shall execute and deliver to the Pledgor all documents necessary to re-vest all rights in and to the Trademarks and the Patent Collateral in the Pledgor and/or terminate any interest of the Lender therein.

13. Prosecution of Trademark and Patent Applications. (a) Subject to the terms of the Loan Documents, the Pledgor shall have the duty to prosecute diligently any Trademark or Patent application with respect to the Trademarks and Patents pending as of the date of this Pledge or thereafter, until the Obligations shall have been satisfied in full, to preserve and diligently maintain all rights in the registration and grant of the Trademarks and the Patent Collateral, to halt any infringement of the Trademarks and Patents and upon reasonable request of the Lender, the Pledgor shall make federal application on registrable but unregistered trademarks and Patents belonging to the Pledgor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks or Patent Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Trademark or Patent Collateral without the written consent of the Lender.

(b) The Pledgor shall have the right to bring suit in its own name to enforce the Trademarks and Patent Collateral, in which event the Lender may, if the Pledgor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if (i) the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder, or (ii) if Lender determines, in its sole discretion, that it is or may be subject to a risk of liability as a result of such joinder, Lender may be joined as a nominal

party if it is indemnified, to its satisfaction, and such indemnity obligation shall be collateralized in a manner and with collateral that is satisfactory, in all respect, to Lender. The Pledgor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Lender in the fulfillment of the provisions of this paragraph and all other actions and conduct of the Pledgor with respect to the Trademarks and Patent Rights during the term of this Agreement.

14. Responsibility and Liability. The Pledgor assumes all responsibility and liability arising from the use of the Trademarks and the Patent Collateral, and hereby indemnifies and holds the Lender and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Pledgor in connection with any of the Trademarks, the Patent Collateral or otherwise arising out of the Pledgor's operation of its business from the use of the Trademarks and the Patent Collateral. In any suit, proceeding or action brought by the Lender under any license for any sum owing thereunder, or to enforce any provisions of such license, the Pledgor will indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Pledgor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Pledgor, and all such Obligations of the Pledgor shall be and remain enforceable against and only against the Pledgor and shall not be enforceable against the Lender.

15. Lender's Rights. The Lender may, in its sole discretion, pay any amount or do any act required of the Pledgor hereunder or requested by the Lender to preserve, defend, protect, maintain, record or enforce the Pledgor's obligations contained herein, the Obligations of the Pledgor to the Lender, the Trademarks, the Patent Collateral, or the right, title and interest granted the Lender herein, and which the Pledgor fails to do or pay, and any such payment shall be deemed an advance by the Lender to the Pledgor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. Protection of the Trademarks and the Patent Collateral. The Pledgor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks or the Patent Collateral, the Pledgor shall promptly notify the Lender of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Lender, shall join with the Lender, at the Pledgor's expense, in such action as the Lender, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to the Trademarks and the Patent Collateral, it being understood that the foregoing shall not preclude the Pledgor from bringing an action against a person for the protection of the Pledgor's interest in and to such Trademarks and the Patent Collateral.

17. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Lender may, without any obligation to do so, complete any obligation of the Pledgor hereunder, in the Pledgor's name or in the Lender's name, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Lender in full for all reasonable expenses,

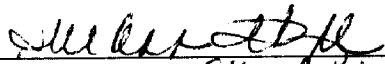
including reasonable attorney's fees, incurred by the Lender in protecting, defending and maintaining the Trademarks and the Patent Collateral.

18. Governing Law. THIS PLEDGE WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE LENDER'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

19. Counterparts. This Pledge may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Pledge by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Pledge by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

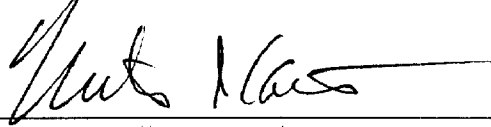
WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:



Print Name: SUE ANN HED
Title: VP

PURE WORLD BOTANICALS, INC.

By: 

Name: Natalie I. Koether (SEAL)
Title: President

PNC BANK, NATIONAL ASSOCIATION

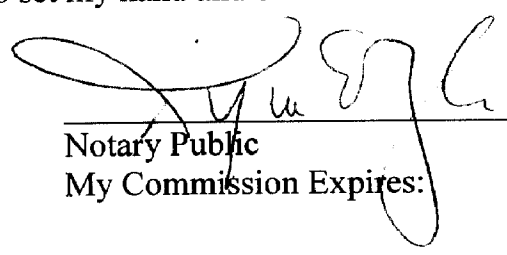
By: 

Name: Greg Misterman (SEAL)
Title: Vice President

STATE OF Pennsylvania :
 : SS.
COUNTY OF Lackawanna :

BE IT REMEMBERED, that on this 20th day of May, 2002, before me, the undersigned, a notary public, personally appeared Greg Miskeman who acknowledged himself to be the President of PNC Bank National Association and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by his signature on the instrument.

IN WITNESS HEREOF, I have hereunto set my hand and official seal.



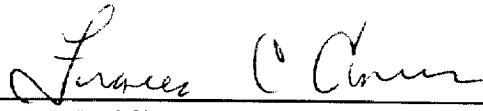
Notary Public
My Commission Expires:

Notarial Seal
Kyra E. Zoranski, Notary Public
Kingston Boro, Luzerne County
My Commission Expires Sept. 16, 2004
Member, Pennsylvania Association of Notaries

STATE OF NJ) :
 : SS.
COUNTY OF PASSAIC):

BE IT REMEMBERED, that on this 14 day of May, 2002, before me the undersigned, a notary public, personally appeared Greg Misterman who acknowledged himself to be the Vice President of PNC BANK, NATIONAL ASSOCIATION, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by his signature on the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public
My Commission Expires:

FRANCES C. CONNORS
My Commission Expires
02/23/2003

SCHEDULE A-1 TO
PLEDGE OF TRADEMARKS AND PATENTS AS SECURITY

TRADEMARKS
(Registered/Filed)

Registered Mark	Application or Registration Number
CimiPure	2,166,588
HyperiPure	2,444,642
Incan Logo	2,548,913
KavaPure	2,053,607
MacaPure	2,345,911
MacaPure Logo	2,551,670
OlePure	2,168,532
OlivePure	2,441,276
Pure World	1,041,379
ResveraPure	752,380,386
Veragel	2,106,732
VeraPure	2,136,264

SCHEDULE A-2 TO
PLEDGE OF TRADEMARKS AND PATENTS AS SECURITY

TRADEMARKS
(Common Law)

NONE AS OF THIS DATE

SCHEDULE B TO
PLEDGE OF TRADEMARKS AND PATENTS AS SECURITY

Description	Status
"Extracts from Lepidium Meyenii Roots for Pharmaceutical Application", Bo Lin Zheng, Calvin Kim, Stephen Wolthoff, Kan He, Lingling Rogers, Yu Shao and Qun Yi Zheng	US Patent 6,267,995
"Products Comprising Trihydroxystilbenes and Derivatives Thereof and Methods for Their Manufacture", Bo Lin Zheng, Calvin Kim, Kan He and Qun Yi Zheng	US Patent 6,361,815
Maca for pharmaceutical application (claim for sexual potency)	Patent Allowed
Macamides and Macaenes from Maca	Patent Pending
New alkaloids from Maca	Patent Pending
Novel process for sterilization of botanical powders	Patent Pending

08-30-2002



102205954

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

RECORDS & TRANSMISSIONS

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): Pure World Botanicals, Inc. 8.26.02

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 3/29/02

2. Name and address of receiving party(ies)
 Name: PNC Bank, National Association
 Internal Address: _____
 Address: _____
 Street Address: Two Tower Center Blvd.
 City: E. Brunswick State: NJ Zip: 08816

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

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) ID#102116628
See Attached Addendum

B. Trademark Registration No.(s) _____
See Attached Addendum

Additional number(s) attached Yes No


5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michael P. Turner, Esq.
 Internal Address: c/o Pitney Hardin
P.O. Box 1945
 Street Address: 200 Campus Drive
 City: Florham Park State: NJ Zip: 07932-0950

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 315.00 (Paid)
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
501145 (Fee previously charged)

DO NOT USE THIS SPACE

9. Signature.
Michael P. Turner, Esq.  8/19/02
 Name of Person Signing Signature Date

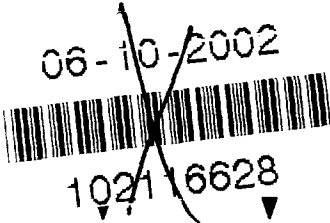
Total number of pages including cover sheet, attachments, and document: 14

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

TRADEMARK REEL: 002620 FRAME: 0519

SCHEDULE A TO RECORDATION FORM COVER SHEET

Trademark	Application or Registration Number	Registration or Filing Date	Status
Blessing/White	2,412,511	December 12, 2000	Registered
Exceeding Customer Expectations	2,364,658 1,790,644	July 4, 2000 August 31, 1993	Registered
Fast Start	2,366,462 1,790,643	July 11, 2000 August 31, 1993	Registered
Helping Others Succeed	2,362,379 1,790,645	June 27, 2000 August 31, 1993	Registered
Managing Personal Growth	1,827,676	March 22, 1994	Registered
MPG	2,364,672 1,790,646	July 4, 2000 August 31, 1993	Registered
Peer Coaching	2,375,234 2,041,474	August 8, 2000 February 25, 1997	Registered
You, Inc.	2,420,679	January 16, 2001	Registered
You @ Work	75,896,697	January 14, 2000	Application



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

6-10-02

1. Name of conveying party(ies):

Pure World Botanicals, Inc. 6-10-02

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

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

3. Nature of conveyance:

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

Execution Date: 3/28/02

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address: _____
Address: _____

Street Address: 201 Penn Avenue

City: Scranton State: PA Zip: 18503

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

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

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

A. Trademark Application No.(s) _____
See Attached Schedule

B. Trademark Registration No.(s) _____
See Attached Schedule

Additional number(s) attached Yes No

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

Name: Michael P. Turner, Esq.

Internal Address: c/o Pitney, Hardin, Kipp & Szych, P.O. Box 1945, Morristown, NJ 07962

Street Address: 200 Campus Drive

City: Florham Park State: NJ Zip: 07932-0950

6. Total number of applications and registrations involved: _____

12

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501145

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9. Signature.

06/10/2002 DBYRNE 00000203 501145 2166588
40.00 CH
275.00 CH
Name of Person Signing

Signature

Date

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

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

01 FC:481
02 FC:482

SCHEDULE TO RECORDATION FORM COVER SHEET
(Form PTO-1594)

TRADEMARKS
(Registered/Filed)

Registered Mark	Application or Registration Number
CimiPure	2,166,588
HyperiPure	2,444,642
Incan Logo	2,548,913
KavaPure	2,053,607
MacaPure	2,345,911
MacaPure Logo	2,551,670
OlePure	2,168,532
OlivePure	2,441,276
Pure World	1,041,379
ResveraPure	752,380,386
Veragel	2,106,732
VeraPure	2,136,264

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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102116628

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.

6-10-02

1. Name of conveying party(ies):

Pure World Botanicals, Inc. 6-10-02

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

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

3. Nature of conveyance:

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

Execution Date: 3/28/02

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address: _____

Street Address: 201 Penn Avenue

City: Scranton State: PA Zip: 18503

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

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

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

A. Trademark Application No.(s) _____
See Attached Schedule

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Date

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MacaPure	2,345,911
MacaPure Logo	2,551,670
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OlivePure	2,441,276
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Veragel	2,106,732
VeraPure	2,136,264