

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

01-02-2003

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



102326748

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

OFFICE OF PUBLIC RECORDS
2002 DEC 10 11:08
FINANCE SECTION

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New 12-10-02
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name DELETE SN76141429 & 76141430
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/31/2002 LNUJELLER 00000187 75141429

FOR OFFICE USE ONLY

01 FC#521
02 FC#522

40.00 OP
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

TRADEMARK
REEL: 002644 FRAME: 0056

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75141429"/>	<input type="text" value="75141430"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

James E. Shlesinger



12-10-02

Name of Person Signing

Signature

Date Signed

CONTINUATION SHEET FOR TRADEMARKS RECORDATION FORM COVER SHEET

I. RECEIVING PARTIES

2. **LINDA BLECHMAN** - Individual and U.S. Citizen
Address: c/o Twin Laboratories Inc.
150 Motor Parkway
Hauppauge, New York 11788
3. **DEAN BLECHMAN** - Individual and U.S. Citizen
Address: c/o Twin Laboratories Inc.
150 Motor Parkway
Hauppauge, New York 11788
4. **SHARON BLECHMAN** - Individual and U.S. Citizen
Address: c/o Twin Laboratories Inc.
150 Motor Parkway
Hauppauge, New York 11788
5. **BRIAN BLECHMAN** - Individual and U.S. Citizen
Address: c/o Twin Laboratories Inc.
150 Motor Parkway
Hauppauge, New York 11788
6. **ROBIN BLECHMAN** - Individual and U.S. Citizen
Address: c/o Twin Laboratories Inc.
150 Motor Parkway
Hauppauge, New York 11788
7. **STEVE BLECHMAN** - Individual and U.S. Citizen
Address: c/o Twin Laboratories Inc.
150 Motor Parkway
Hauppauge, New York 11788
8. **ELYSE BLECHMAN** - Individual and U.S. Citizen
Address: c/o Twin Laboratories Inc.
150 Motor Parkway
Hauppauge, New York 11788
9. **NEIL BLECHMAN** - Individual and U.S. Citizen
Address: c/o Twin Laboratories Inc.
150 Motor Parkway
Hauppauge, New York 11788
10. **HELENA BLECHMAN** - Individual and U.S. Citizen
Address: c/o Twin Laboratories Inc.
150 Motor Parkway
Hauppauge, New York 11788

CONTINUATION SHEET FOR TRADEMARKS RECORDATION FORM COVER SHEET

II. TRADEMARK REGISTRATION NUMBERS (Page 1)

1667130	1437049	0920404	1509858
1502771	1920669	1885533	2250182
1811803	1451744	1428986	1167990
2168617	1333948	2143977	1388002
2150373	1847227	1773390	1907025
1119092	2111834	1912216	1583283
1864175	2145871	1210221	2110713
1782373	1544159	1279590	1987706
1148634	1541164	1496507	2393807
1684275	1714945	2109045	1731988
1281261	1508880	1777621	1707753
2202573	2144791	1954899	2183051
1461650	1717031	2103521	1306747
2220273	1487374	2139522	2055354
2252270	2185075	1597121	1655100
1327943	1428090	2181810	2110495
2066656	1848966	0915606	2055356
1347148	1295575	1417161	1121723
2057046	2131456	1692371	1321725
2109039	2107224	2107226	2109038
2170812	2112214	1597123	2151930
1719314	2186898	2188532	1827161
1782018	1192417	1325343	2176192
1884938	2141107	1347147	1511454
1806666	1664836	1784724	1584280

CONTINUATION SHEET FOR TRADEMARKS RECORDATION FORM COVER SHEET

II. TRADEMARK REGISTRATION NUMBERS (Page 2)

1763989	1247535	1402801	2055355
1537158	1698746	2227172	2261663
1709127	2142919	1309619	2090920
1773392	1987681	2174350	2176126
1851871	1471933	1954900	1480417
1692361	1892911	2197017	1500151
2144792	2144793	2206215	1603361
1577237	1298349	2267492	1540057
1781039	1501862	1192419	2144516
2217212	1369779	2064764	2293618
2377505	2276023	2286698	2238233
2298211	2373811	2308003	2245469
2375521	2249770	2293620	2256685
2286700	2286699	2221040	2381842
2286701	2333398	2293619	1778745
1448101	1331599	1471921	2367558
1551571	1382959	1833629	1999064
1746742	2144191	1632126	2303387
1833630	1643313	1762400	1983433
1304663	1461620	1432677	1982661
2355498	2341186	2293834	1651283
2008741	1684257	1632890	1652872
1402630	1457970	1981257	1400070
1936823	1301149	2261309	1799043
1719802	1632124	1833633	2114188

II. TRADEMARK REGISTRATION NUMBERS (Page 3)

1714965	1441739	1304664	2066480
1919220	1643312	2037034	1706227
1374544	1914500	1304662	1635931
1783832	1978387	2406599	1709139
1914499	1364128	1635934	1632125
1917588	1364125	1740831	1978383
1717031	1771072	1833631	1378779
1536033	1818699	1826809	1317572
1808760	1669023	1794479	1305702
1408176	1740816	1929844	2071861
1911052	1652871	1635258	1914498
1914497	2344587	1612638	1345516
2144190	1638118	1635260	2288620
1636638	1555434	1234244	1257337
1284606	1853997	1892540	1364124
2069880	1931235	1824869	1483019
1364126	2091354	1831022	2024032
1840272	2281307	1466895	1433521
1770898	1364127	1400866	1818718
1351273	1931234	2385847	1837697
1432678	1833634	1435268	1833632
1460560	1837333	1635930	1685951
2022205	1635933	1978382	1664683
1652870	1364129	1441740	2093223
2288619	2144192	1740814	2400369

CONTINUATION SHEET FOR TRADEMARKS RECORDATION FORM COVER SHEET

II. TRADEMARK REGISTRATION NUMBERS (Page 4)

1234245	1635257	1929621	1306793
1697315	1981256	1635929	1315339
1740817	1911051	1652120	1636639
1235143	1234246	1841637	2093222
1347126			

CONTINUATION SHEET FOR TRADEMARKS RECORDATION FORM COVER SHEET

III. TRADEMARK SERIAL NUMBERS (Page 1)

75627845	75750703	75790759	76026549
76161866	76100043	75806238	76103509
75741473	75790760	75627841	75627846
75627842	75714290	75943259	76010553
75878621	75943258	75758124	75741472
75471178	75627847	75689478	75471179
75738447	75080214	75141444	75395625
75080212	75080410	75080409	75070722
75080224	76120966	76141429	76141430

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027



05-25-2001

U.S. Patent & TMO/ TM Mail Rept. Dt. #40

U.S. Department of Commerce

06-07-2001



101741582

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

FORM BYRNE 0600027 7315901
40.00 OP
9250.00 EP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

REEL: 002644 FRAME: 0064

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

James E. Shlesinger
Name of Person Signing


Signature

5/25/01
Date Signed

**GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (herein the "Agreement") made as of this 19th day of April, 2001, by TWIN LABORATORIES INC., a Utah corporation with a principal place of business at 150 Motor Parkway, Hauppauge, New York 11788 (herein "TLI"), ADVANCED RESEARCH PRESS, INC., a New York corporation with a principal place of business at 150 Motor Parkway, Hauppauge, New York 11788 (herein "ARP"), HEALTH FACTORS INTERNATIONAL, INC., a Delaware corporation with a principal place of business at 429 South Siesta Lane, Tempe, Arizona 85281 (herein "HFI") and BRONSON LABORATORIES, INC., a Delaware corporation with a principal place of business at 150 Motor Parkway, Hauppauge, New York 11788 (herein "Bronson", and individually a "Company" and collectively with TLI, ARP and HFI, the "Companies"), and ROSS BLECHMAN, LINDA BLECHMAN, DEAN BLECHMAN, SHARON BLECHMAN, BRIAN BLECHMAN, ROBIN BLECHMAN, STEVE BLECHMAN, ELYSE BLECHMAN, NEIL BLECHMAN and HELENA BLECHMAN (the "Blehmans").

WITNESSETH:

WHEREAS, the Companies and the Blechmans are parties to a certain Reimbursement and Security Agreement No. 2 dated as of April 9, 2001, as the same may be amended from time to time (herein the "Reimbursement Agreement"), which Reimbursement Agreement provides for the grant by each Company to the Blechmans of a security interest in certain of such Company's assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill, copyrights, copyright applications and/or registrations, and licenses, all as more fully set forth therein;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Companies agree as follows:

1. Definitions. Capitalized terms used herein and defined in the Reimbursement Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. Grant of Security Interest. To secure the payment of the "Reimbursement Obligations" (as defined in the Reimbursement Agreement), each Company hereby grants to the Blechmans a security interest, effective immediately, in all of such Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
 - (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the

United States registered patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

- (ii) Trademarks, trademark registrations and/or applications and tradenames including, without limitation, the United States registered trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
- (iii) Copyrights, copyright registrations and/or applications including, without limitation, the United States registered copyrights and applications, if any, listed on Schedule C attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyright Collateral");
- (iv) Any license agreement in which such Company is or becomes licensed to use any patents, copyrights and/or trademarks owned by a third party (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (v) The goodwill of such Company's business connected with and symbolized by such Company's Intellectual Property Collateral; and
- (vi) All cash and non-cash proceeds of the foregoing.

Anything in this Agreement to the contrary notwithstanding, the Intellectual Property Collateral shall not include, and no security interest, lien or pledge granted hereunder shall extend or attach to, any Company's rights (other than rights to payment) under any license agreements existing as of the date hereof that prohibit the grant of a security interest or lien therein or pledge to the extent, and only to the extent, that the terms prohibiting the grant of such security interest or lien or pledge have not been waived or consented to in writing by the licensor, lessor or other necessary person or entity under such agreement.

- 3. Blehmans' Rights. Upon the occurrence of any Event of Default hereunder, the Blehmans shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. The Blehmans will give the Companies

reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met by providing such notice as may be required pursuant to the Reimbursement Agreement. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by each Company to the Blechmans concurrently with this Agreement to facilitate the exercise of such rights.

4. Fees. The Companies will pay all filing fees with respect to the recordation, filing and perfection of the security interest created hereby which the Blechmans may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.
5. Representations and Warranties. Each Company represents and warrants: that such Company lawfully possesses and owns such Company's Intellectual Property Collateral and that except for the security interest granted hereby and Permitted Encumbrances (as defined in the Reimbursement Agreement), such Company's Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that such Company has not made or given any prior assignment, transfer or security interest in such Company's Intellectual Property Collateral or any of the proceeds thereof; that such Company's Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of such Company's Intellectual Property Collateral.
6. Defense of Claims. The Companies will, to the extent reasonably requested by the Blechmans, defend at their own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of the Blechmans therein. The Companies agree to reimburse the Blechmans for all reasonable costs and expenses incurred by the Blechmans in defending any such action, claim or proceeding.
7. Rights Cumulative. This Agreement shall be in addition to the Reimbursement Agreement and shall not be deemed to affect, modify or limit the Reimbursement Agreement or any rights that the Blechmans and the Lenders have under the Reimbursement Agreement. Each Company agrees to execute and deliver to the Blechmans (at the Company's expense) any further documentation or papers the Blechmans reasonably deems necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code. The rights and remedies of the Blechmans and the Lenders arising under this Agreement, the Irrevocable Power of Attorney delivered by each Company in connection herewith, and the Reimbursement Agreement are all subject to provisions of this Agreement and the Reimbursement Agreement and the limitations of applicable law, including those relating to the exercise of the rights of a secured party upon default under the Uniform Commercial Code. Nothing in this Agreement or in the Irrevocable Power of Attorney delivered by each Company in connection herewith shall be deemed to be a waiver by any Company of its rights under applicable law, including the Uniform Commercial Code.

8. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.
9. **CHOICE OF LAW.** EACH COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE REIMBURSEMENT AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF EACH COMPANY AND THE BLECHMANS AND THE LENDERS WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT SUCH COMPANY, THE BLECHMANS, THE LENDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. EACH COMPANY AND THE BLECHMANS EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.
10. Events of Default. Any of the following constitutes an Event of Default under this Agreement:
- (i) Any warranty or representation made by a Company in this Agreement shall be or becomes false or misleading in any material respect; or
 - (ii) The occurrence of any Event of Default under the Reimbursement Agreement which is not waived in writing by the Blechmans.
11. Notices. Each Company covenants and agrees that, with respect to such Company's Intellectual Property Collateral, it will give the Blechmans written notice in the manner provided in the Reimbursement Agreement of:
- (i) any claim by a third party that such Company has infringed on the rights of a third party;
 - (ii) any material infringement by a third party (known to an executive officer of the Company) on the rights of such Company; or
 - (iii) any United States registered Patents, Trademarks, tradenames, service marks, Copyrights, brand names, trade names, logos and other trade designations acquired or applied for by such Company after the date hereof.
12. Further Assurances. Each Company will take any such action as the Blechmans may reasonably require to further confirm or protect the Blechmans' rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, each Company hereby grants to

the Blechmans the power of attorney, in the form attached hereto, coupled with an interest which shall be irrevocable during the term of this Agreement.

13. Termination. This Agreement shall terminate upon termination of the Reimbursement Agreement and full, final and indefeasible payment of all Obligations of the Companies thereunder. Upon the Companies' request, the Blechmans shall within a reasonable time after any such termination execute and deliver to the Companies (at the Companies' expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses as of the 19 of April, 2001.

TWIN LABORATORIES INC.,
a Utah corporation

By: Ross Blechman
Title: Executive Vice President

ADVANCED RESEARCH PRESS, INC.,
a New York corporation

By: Ross Blechman
Title: Executive Vice President

HEALTH FACTORS INTERNATIONAL, INC.,
a Delaware corporation

By: Ross Blechman
Title: Executive Vice President

BRONSON LABORATORIES, INC.,
a Delaware corporation

By: Ross Blechman
Title: Executive Vice President

Agreed and Accepted this
19 day of April, 2001

Ross Blechman
ROSS BLECHMAN

Linda Blechman
LINDA BLECHMAN

Dean Blechman
DEAN BLECHMAN

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses as of the 19 of April, 2001.

TWIN LABORATORIES INC.,
a Utah corporation

By: *Ross Blechman*
Title: *Executive Vice President*

ADVANCED RESEARCH PRESS, INC.,
a New York corporation

By: *Ross Blechman*
Title: *Executive Vice President*

HEALTH FACTORS INTERNATIONAL, INC.,
a Delaware corporation

By: *Ross Blechman*
Title: *Executive Vice President*

BRONSON LABORATORIES, INC.,
a Delaware corporation

By: *Ross Blechman*
Title: *Executive Vice President*

Agreed and Accepted this
19 day of April, 2001

Ross Blechman
ROSS BLECHMAN

Linda Blechman
LINDA BLECHMAN

Dean Blechman
DEAN BLECHMAN

Sharon Blechman
SHARON BLECHMAN

Brian Blechman
BRIAN BLECHMAN

Robin Blechman
ROBIN BLECHMAN

Steve Blechman
STEVE BLECHMAN

Elyse Blechman
ELYSE BLECHMAN

Neil Blechman
NEIL BLECHMAN

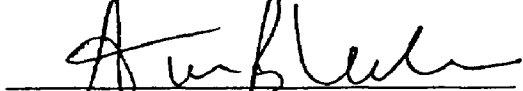
Helena Blechman
HELENA BLECHMAN

SHARON BLECHMAN



BRIAN BLECHMAN

ROBIN BLECHMAN



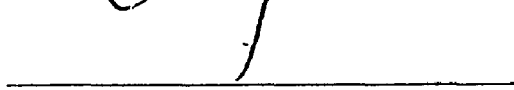
STEVE BLECHMAN



ELYSE BLECHMAN



NEIL BLECHMAN



HELENA BLECHMAN

SHARON BLECHMAN

Sharon Blechman

BRIAN BLECHMAN

ROBIN BLECHMAN

Robin Blechman

STEVE BLECHMAN

Steve Blechman

ELYSE BLECHMAN

Elyse Blechman

NEIL BLECHMAN

Neil Blechman

HELENA BLECHMAN

SHARON BLECHMAN

Sharon Blechman

BRIAN BLECHMAN

ROBIN BLECHMAN

Robin Blechman

STEVE BLECHMAN

Steve Blechman

ELYSE BLECHMAN

Elyse Blechman

NEIL BLECHMAN

Neil Blechman

HELENA BLECHMAN

IRREVOCABLE POWER OF ATTORNEY

Each of the undersigned (hereinafter, each a "Company" and collectively, the "Companies"), hereby grants to Ross Blechman, Linda Blechman, Dean Blechman, Sharon Blechman, Brian Blechman, Robin Blechman, Steve Blechman, Elyse Blechman, Neil Blechman and Helena Blechman (hereinafter referred to as the "Blechmans"), the exclusive Irrevocable Power of Attorney to transfer to Agent or to any designee of the Blechmans all of each Company's Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks, Copyrights and Licenses (the "Agreement"), dated as of the date hereof, between the Companies and the Blechmans including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, copyrights, copyright applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and each Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to the Lenders are outstanding under the Reimbursement Agreement, dated on or about the date hereof, between the Companies and the Blechmans.
2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;
3. The Power of Attorney granted herein shall only be exercisable by the Blechmans during the continuance of an Event of Default under the Agreement; and
4. The Blechmans shall provide the Company ten (10) days prior written notice of the exercise of this power.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the
19 of April, 2001.

TWIN LABORATORIES INC.,
a Utah corporation

By: *Brian Blechman*
Title: *Executive Vice President*

ADVANCED RESEARCH PRESS, INC.,
a New York corporation

By: *Brian Blechman*
Title: *Executive Vice President*

HEALTH FACTORS INTERNATIONAL, INC.,
a Delaware corporation

By: *Brian Blechman*
Title: *Executive Vice President*

BRONSON LABORATORIES, INC.,
a Delaware corporation

By: *Brian Blechman*
Title: *Executive Vice President*

**SCHEDULES TO
GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS, COPYRIGHTS AND LICENSES**

between

**Twin Laboratories Inc.,
Advanced Research Press, Inc.,
Health Factors International, Inc.,
and
Bronson Laboratories, Inc.**

and

**Ross Blechman
Linda Blechman
Dean Blechman
Sharon Blechman
Brian Blechman
Robin Blechman
Steve Blechman
Elyse Blechman
Neil Blechman**

and

Helena Blechman

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS, COPYRIGHTS AND LICENSES**

**between
Twin Laboratories Inc.,
Advanced Research Press, Inc.,
Health Factors International, Inc.,
and
Bronson Laboratories, Inc.
and**

**Ross Blechman
Linda Blechman
Dean Blechman
Sharon Blechman
Brian Blechman
Robin Blechman
Steve Blechman
Elyse Blechman
Neil Blechman
and
Helena Blechman**

U.S. Trademark Registrations, Trademark Applications and Tradenames

I. U.S. Trademark Registrations

See the following Exhibits attached to this Schedule B and incorporated herein by reference:

Exhibit A - U.S. Trademark Registrations of Twin Laboratories Inc.

Exhibit B - U.S. Trademark Registrations of Nature's Herbs

Exhibit C - U.S. Trademark Registrations of Bronson Laboratories, Inc.

II. U.S. Trademark Applications

See the following Exhibits attached to this Schedule B and incorporated herein by reference:

Exhibit D - U.S. Trademark Applications of Twin Laboratories Inc.

Exhibit E - U.S. Trademark Applications of Bronson Laboratories, Inc.

III. U.S. Tradenames

<u>Tradename</u>	<u>Owned By:</u>
Alvita	Twin Laboratories Inc.
Bronson	Twin Laboratories Inc.
Advanced Research Press	Twin Laboratories Inc.
Health Factors International	Twin Laboratories Inc.
Nature's Herbs	Twin Laboratories Inc.
Twinlab	Twin Laboratories Inc. & Twinlab Corporation
Muscular Development	Advanced Research Press, Inc.
Natur Pharma	Twin Laboratories Inc.

Exhibit B

U.S. Trademark Registrations of Nature's Herbs

NATURE'S HERBS TRADEMARKS AND SERVICE MARKS
Updated 3/20/2001

Marks Owned or Used by Nature's Herbs (aka Natur-Pharma),
a Division of Twin Laboratories Inc.

REG. / APPLIC. NO.	TRADEMARK/SERVICE MARK	DATE OF 1 ST USE	DATE OF REG.	STATUS
1,778,745	Advanced Women's Care	1-8-93	8-17-93	Registered.
1,448,101	Allercalm	9-2-85	7-21-87	Registered. Section 8/15 Declarations filed.
1,331,599	Allerelief	2-10-82	4-23-85	Registered. Section 8/15 Declarations filed.
1,471,921	Allerin	7-3-86	1-12-88	Registered. Section 8/15 Declarations filed.
2,367,558	Aqua Slim	3-31-96	7-18-00	Registered.
1,551,571	Aqua-Trim	4-4-86	8-15-89	Registered. Section 8/15 Declarations filed.
1,382,959	Arth Plus	11-12-82	2-18-86	Registered. Section 8/15 Declarations filed.
1,833,629	Artichoke-Power	7-30-93	5-3-94	Registered. Section 8/15 Declarations filed.
1,999,064	Astragalus-Power	8-16-94	9-10-96	Registered.
1,746,742	Astrex F-3	8-7-91	1-19-93	Registered. Section 8/15 Declarations filed.
2,144,191	Beta Sitosterol-Power	8-29-96	3-17-98	Registered.
1,632,126	Bilberry-Power	8-21-89	1-22-91	Registered. Section 8/15 Declarations filed. Renewed.
2,276,023	Bitter Melon-Power	3-26-98	9-7-99	Registered.
2,303,387	Black Cohosh-Power	9-25-97	12-28-99	Registered.
1,833,630	Black Currant-Power	7-30-93	5-3-94	Registered. Section 8/15 Declarations filed.
1,643,313	Blood-Booster	9-22-86	5-7-91	Registered. Section 8/15 Declarations filed.
1,762,400	Borage-Power	7-7-92	4-6-93	Registered. Section 8/15 Declarations filed.
N/A	Boswellin	8-7-91		Sabinsa licensed use of registered mark (#1,689,803) to Nature's Herbs in 1991 as long as we buy raw materials from them.
1,983,433	Broccoli-Power	8-16-94	7-2-96	Registered.
1,304,663	Bronc-Ease	11-12-82	11-13-84	Registered. Section 8/15 Declarations filed.
1,461,620	Caprinol	9-24-86	10-20-87	Registered. Section 8/15 Declarations filed.
1,432,677	Cardio-Care	4-1-85	3-17-87	Registered. Section 8/15 Declarations filed.
1,982,661	Cardio-Power	6-29-95	6-25-96	Registered.
2,355,498	Carotene-Power	8-16-96	6-6-00	Registered.
1,341,186	Catechin 90-Power	12-5-97	4-11-00	Registered.

REG. / APPLIC. NO.	TRADEMARK/SERVICE MARK	DATE OF 1 ST USE	DATE OF REG.	STATUS
2,293,834	Cat's Claw Power	12-6-95	11-23-99	Registered.
N/A	Cayenne-Power	7-30-94		Common law use rights only. Nature's Herbs decided against registration in 1994 due to conflict with mark used by The Heart Foods Company.
N/A	Cayenne Power-Herb	7-30-94		Common law use rights only. Nature's Herbs decided against registration in 1994 due to conflict with mark used by The Heart Foods Company.
2,238,233	Celery Seed-Power	3-19-97	4-13-99	Registered.
1,651,283	Certified Potency (Design)	7-6-87	7-23-91	Registered. Section 8/15 Declarations filed.
2,008,741	Chasteberry-Power	4-10-90	10-15-96	Registered.
N/A	Chinese Tian Shan Garlic	8-7-91		Common law use rights only. Federal application on principal and supplemental register denied in 1991 due to descriptiveness.
N/A	Chromium-Power	8-16-94		Common law use rights only. Federal application denied due to conflicting mark.
N/A	Chromium Power-Herb	1995		Common law use rights only. Nature's Herbs decided not to pursue registration in 1995 due to conflicting mark.
1,684,257	Circu-Care	9-15-86	4-28-92	Registered. Section 8/15 Declarations filed. Renewed.
N/A	Citrin			Sabinsa licensed use of registered mark (#1,746,749) to Nature's Herbs in 1991 as long as we buy raw material from them.
1,632,890	Citrus-Power	8-23-89	1-29-91	Registered. Section 8/15 Declarations filed.
1,652,872	CL-7 Formula	10-4-74	8-6-91	Registered. Section 8/15 Declarations filed.
1,402,630	Cold-Control	11-30-84	7-22-86	Registered. Section 8/15 Declarations filed.
1,457,970	Coldrin	5-14-86	9-22-87	Registered. Section 8/15 Declarations filed.
1,981,257	Colon-Power	6-29-95	6-18-96	Registered.
1,400,070	Congest-Ease	3-22-85	7-8-86	Registered. Section 8/15 Declarations filed.
1,936,823	Cranberry-Power	8-16-94	11-21-95	Registered.
1,301,149	CS	1970s	10-23-84	Registered. Section 8/15 Declarations filed. This mark is jointly owned with Nature's Way.
2,261,309	Curcumin-Power	3-19-97	7-13-99	Registered.

REG./ APPLIC. NO.	TRADEMARK/SERVICE MARK	DATE OF 1 ST USE	DATE OF REG.	STATUS
1,799,043	Daily Fatigue	8-6-92	10-19-93	Registered. Section 8/15 Declarations filed.
1,719,802	Dependable Potency In Every Capsule	7-29-87	9-29-92	Registered. Section 8/15 Declarations filed.
1,632,124	Desert Herb Combination	1-10-80	1-22-91	Registered. Section 8/15 Declarations filed. Renewed.
1,833,633	DGL-Power	8-17-93	5-3-94	Registered. Section 8/15 Declarations filed.
2,114,188	DHEA-Power	10-1-96	11-18-97	Registered.
1,714,965	Digest-Ease	11-12-82	9-15-92	Registered. Section 8/15 Declarations filed.
1,441,739	Digestab	3-22-82	6-9-87	Registered. Section 8/15 Declarations filed.
1,304,664	Diurtab	11-12-82	11-13-84	Registered. Section 8/15 Declarations filed.
2,066,480	Dong-Quai Power	4-10-90	6-3-97	Registered.
1,919,220	Echinacea-Golden Seal Power	8-16-94	9-19-95	Registered.
1,643,312	Echinacea-Power	8-11-89	5-7-91	Registered. Section 8/15 Declarations filed. Renewed.
2,037,034	Elderberry-Power	1-10-96	2-11-97	Registered.
1,706,227	EuroQuality	9-21-89	8-11-92	Registered. Section 8/15 Declarations filed.
1,374,544	Ever-Slender	2-10-82	12-10-85	Registered. Section 8/15 Declarations filed.
1,508,214	Exclusive Naturals			Pending. Awaiting name change recordation.
1,914,500	Eye-Power	8-16-94	8-29-95	Registered.
1,304,662	FemChange	11-12-82	11-13-84	Registered. Section 8/15 Declarations filed. Renewed.
1,635,931	FemCleanse	7-26-89	2-26-91	Registered. Section 8/15 Declarations filed. Renewed.
1,783,832	Feverfew-Power	4-22-92	7-27-93	Registered. Section 8/15 Declarations filed.
1,978,387	Flax-Power	12-13-94	6-4-96	Registered.
1,406,599	Flower-Power	7-16-97	11-21-00	Registered.
1,709,139	FreshCare	12-3-91	8-18-92	Registered. Section 8/15 Declarations filed.
1,914,499	Garlic-Power	8-16-94	8-29-95	Registered.
1,364,128	Gentle-Cleanse	3-22-85	10-8-85	Registered. Section 8/15 Declarations filed.
1,635,934	Ginger-Power	8-21-89	2-26-91	Registered. Section 8/15 Declarations filed. Renewed.
1,632,125	Ginkgo-Power	8-21-89	1-22-91	Registered. Section 8/15 Declarations filed. Renewed.
1,917,588	Golden Seal-Power	8-16-94	9-12-95	Registered.
1,364,125	Good-Nite	3-22-85	10-8-85	Registered. Section 8/15 Declarations filed.

REG./ APPLIC. NO.	TRADEMARK/SERVICE MARK	DATE OF 1 ST USE	DATE OF REG.	STATUS
75/141,444	Grape Seed-Power	3-29-96	8-4-98	Registered.
1,740,831	Green Tea-Power	3-11-92	9-22-92	Registered. Section 8/15 Declarations filed.
1,978,383	Green-Power	3-28-95	6-4-96	Registered.
1,717,031	Gugulmax	8-7-91	9-15-92	Registered. Maintained elsewhere. Section 8/15 Declarations filed.
1,771,072	Gymnesyl	8-19-92	5-18-93	Registered. Section 8/15 Declarations filed.
N/A	Hair Formula	6-29-95		Common law use rights only. Nature's Herbs decided in 1995 to not pursue registration.
1,833,631	Hawthorn-Power	7-30-93	5-3-94	Registered. Section 8/15 Declarations filed.
N/A	Health-Gard	12-20-89		Common law use rights only. Nature's Herbs abandoned application in 1992 due to conflicting mark.
1,378,779	HealthCare Naturals	3-22-85	1-21-86	Registered. Section 8/15 Declarations filed.
1,536,033	Heart-Life	4-4-86	4-25-89	Registered. Section 8/15 Declarations filed.
1,818,699	Herba Choline	8-6-92	2-1-94	Registered. Section 8/15 Declarations filed.
1,826,809	Herba-Vites	10-20-93	3-15-94	Registered. Section 8/15 Declarations filed.
1,317,572	Herbal Calm	11-12-82	2-5-85	Registered. Section 8/15 Declarations filed.
N/A	Herbal Composition			Common law use rights only. Nature's Herbs decided in 1992 to not pursue registration.
1,808,760	Herbal Detox	8-6-92	12-7-93	Registered. Section 8/15 Declarations filed.
1,669,023	Herbal First Aid	8-2-89	12-17-91	Registered. Section 8 Declaration filed (supplemental register).
N/A	Herbal Glandular	8-8-89		Common law use rights only. Nature's Herbs abandoned application due to deceptiveness concern regarding ingredients.
1,794,479	Herbal Male Vite	8-6-92	9-21-93	Registered. Section 8 Declaration filed (supplemental register).
5/395,625	Herbal Power			Pending.
1,305,702	HerbTrim	11-12-82	11-20-84	Registered. Section 8/15 Declarations filed.
1,245,469	Horse Chestnut-Power	3-19-97	5-18-99	Registered.
1,408,176	Imune-Gard	10-21-85	9-9-86	Registered. Section 8/15 Declarations filed.
1,740,816	Inflam-Aid	4-17-90	12-22-92	Registered. Section 8/15 Declarations filed.

REG./ APPLIC. NO.	TRADEMARK/SERVICE MARK	DATE OF 1 ST USE	DATE OF REG.	STATUS
1,929,844	Joint-Power	9-8-94	10-24-95	Registered.
2,071,861	Kava Kava-Power	3-29-96	6-17-97	Registered.
N/A	Korean Ginseng-Power	8-31-89		Common law use rights only. Nature's Herbs decided not to pursue registration in 1992 due to conflicting mark.
N/A	Korean Ginseng Power- Herb	8-31-89		Common law use rights only. Nature's Herbs decided not to pursue registration in 1992 due to conflicting mark.
1,911,052	Kudzu-Power	4-4-94	8-15-95	Registered.
1,652,871	LB Formula	11-29-73	8-6-91	Registered. Section 8/15 Declarations filed.
1,635,258	Leading the Way to Better Health	9-23-86	2-19-91	Registered. Section 8/15 Declarations filed. Renewed.
1,914,498	Licorice-Power	8-16-94	8-29-95	Registered.
1,914,497	Lysine-Power	8-16-94	8-29-95	Registered.
2,249,770	Maitake-Power	3-26-98	6-1-99	Registered.
N/A	Male Formula	6-29-95		Common law use rights only. Nature's Herbs decided not to pursue registration in 1995.
2,344,587	Mediterranean Phytonutrient-Power	3-26-98	4-25-00	Registered.
1,612,638	Mend Aid	8-14-89	9-11-90	Registered. Section 8/15 Declarations filed.
1,345,516	Menstrual-Ease	11-12-82	7-2-85	Registered. Section 8/15 Declarations filed.
2,144,190	Mexican Wild Yam-Power	7-25-96	3-17-98	Registered.
1,638,118	Migracin	7-16-87	3-19-91	Registered. Section 8/15 Declarations filed. Renewed.
1,635,260	Milk-Thistle Power	8-21-89	2-19-91	Registered. Section 8/15 Declarations filed. Renewed.
1,288,620	Modified Citrus Pectin- Power	12-5-97	10-26-99	Registered.
1,636,638	More of Nature's Goodness	5-27-87	3-5-91	Registered. Section 8/15 Declarations filed. Renewed.
1,555,434	Natur-Pharma	9-13-85	9-12-89	Registered. Section 8/15 Declarations filed.
15/080,212	Nature's Advantage			Pending. Awaiting actual use by Nature's Herbs.
1,234,244	Nature's Author	1-75	4-12-83	Registered. Section 8/15 Declarations filed.
15/080,410	Nature's Goodness			Pending. Awaiting actual use by Nature's Herbs.
1,257,337	Nature's Herbs	7-73	11-15-83	Registered. Section 8/15 Declarations filed.
1,284,606	Nature's Herbs	7-31-76	10-12-99	Registered.
Unknown	Nature's Herbs (Australia Reg.)	3-15-91		Registered (Australia).

REG./ APPLIC. NO.	TRADEMARK/SERVICE MARK	DATE OF 1 ST USE	DATE OF REG.	STATUS
485,622	Nature's Herbs (Benelux Reg.)	8-7-90	6-3-91	Registered (Benelux).
324,886	Nature's Herbs (Canadian Reg.)	4-16-85	3-20-87	Registered (Canada).
1,853,997	Nature's Herbs The Herbal Experts in Sports Nutrition	6-10-91	9-13-94	Registered. Section 8/15 Declarations filed.
1,892,540	Nature's Herbs The Perfect Balance of Tradition and Science	8-7-91	5-2-95	Registered.
75/080,409	Nature's Mark			Pending. Awaiting name change recordation.
2,364,124	Nature's Power	3-22-85	10-8-85	Registered. Section 8/15 Declarations filed.
2,069,880	Nettle-Power	3-29-96	6-10-97	Registered.
2,931,235	Niacin-Power	8-16-94	10-31-95	Registered.
2,824,869	Nu-Veg	3-93	3-8-94	Registered. Maintained elsewhere.
2,483,019	Nutussin	8-14-87	4-5-88	Registered. Section 8/15 Declarations filed.
2,256,685	Olive Leaf-Power	10-15-97	6-29-99	Registered.
2,364,126	Passion-Power	3-22-85	10-8-85	Registered. Section 8/15 Declarations filed.
2,091,354	Phosphatidylserine-Power	8-16-96	8-26-97	Registered.
2,831,022	Phyllanthol	8-14-92	4-19-94	Registered. Section 8/15 Declarations filed.
2,024,032	Phyto Estrogen-Power	12-1-95	12-17-96	Registered.
2,840,272	PhytoPower	7-30-93	6-21-94	Registered. Section 8/15 Declarations filed.
/A	Picroliv	8-19-92		Sabinsa licensed use of registered mark (#1,693,963) to Nature's Herbs as long as we buy raw materials from them.
/A	Picosil	8-19-92		Sabinsa licensed use of registered mark (#1,850,513) to Nature's Herbs as long as we buy raw materials from them.
2,281,307	PMS-Power	3-26-98	9-28-99	Registered.
2,466,895	PMS-SYN	4-4-86	12-1-87	Registered. Section 8/15 Declarations filed.
2,433,521	PMS.O.S.	4-4-86	3-24-87	Registered. Section 8/15 Declarations filed.
2,770,898	Pollen Hearts	9-20-90	5-11-93	Registered. Section 8 Declaration filed (supplemental register).
2,364,127	Potency-Power	3-22-85	10-8-85	Registered. Section 8/15 Declarations filed.
2,400,866	Power	3-22-85	7-15-86	Registered. Section 8/15 Declarations filed.
2,818,718	Power-Extract	8-14-87	2-1-94	Registered. Section 8/15

REG./ APPLIC. NO.	TRADEMARK/SERVICE MARK	DATE OF 1 ST USE	DATE OF REG.	STATUS
				Declarations filed.
325,148	Power-Herb (Canadian Reg.)	4-16-85	3-27-87	Registered (Canada).
1,351,273	Power-Herb	4-27-84	7-30-85	Registered. Section 8/15 Declarations filed.
N/A	Power-Herb Products	4-84		Common law use rights only. Nature's Herbs decided not to pursue registration in 1993.
2,221,040	Power-Herbs	9-15-86	2-2-99	Registered.
N/A	Power-Herb marks in Malaysia: Power-Herbs Health-Gard Power-Herbs Heart-Life Power-Herbs Arth-Plus Power-Herbs Veno-Care Power-Herbs Imune-Gard Power-Herbs EverSlender Power-Herbs Menstrual Ease Power-Herbs Nature's Herbs			Common law use rights only. Nature's Herbs abandoned applications in 1994 due to descriptiveness.
Unknown	Power-Herbs Nature's Herbs (Portugal Reg.)	2-15-91		Application status uncertain (Portugal).
Unknown	Power-Herbs Nature's Herbs (United Kingdom Reg.)	3-20-91		Application status uncertain (United Kingdom).
,931,234	Primrose-Power	8-16-94	10-31-95	Registered.
,385,847	Propolis-Power	7-25-96	9-12-00	Registered.
/A	Pros-Power	8-16-94		Common law use rights only. Nature's Herbs decided not to pursue registration in 1994.
5/070,722	Put Your Faith in Nature and Your Trust in Nature's Herbs	3-29-96		Pending. Statement of Use filed.
,837,697	Pygeum-Power	8-25-93	5-31-94	Registered. Section 8/15 Declarations filed.
5/080,224	Quality Naturals			Pending. Awaiting name change recordation.
/A	Quercetin + C			Common law use rights only. Nature's Herbs decided not to pursue registration in 1992.
,432,678	Quietime	4-4-86	3-17-87	Registered. Section 8/15 Declarations filed.
/A	Regucil	4-1-85		Common law use rights only. Nature's Herbs decided not to pursue registration in 1992.
,833,634	Reishi-Power	8-17-93	5-3-94	Registered. Section 8/15 Declarations filed.
,435,268	Safe-Cap	7-3-86	4-7-87	Registered. Section 8/15 Declarations filed.
,833,632	Saw Palmetto-Power	7-30-93	5-3-94	Registered. Section 8/15 Declarations filed.
,460,560	Senna-Lax	2-10-82	10-13-87	Registered. Section 8/15

REG./ APPLIC. NO.	TRADEMARK/SERVICE MARK	DATE OF 1 ST USE	DATE OF REG.	STATUS
				Declarations filed.
,837,333	Shiitake-Power	8-19-93	5-24-94	Registered. Section 8/15 Declarations filed.
/A	Siberian Ginseng-Power	8-31-89		Common law use rights only. Nature's Herbs decided not to pursue registration in 1989.
/A	Siberian Ginseng Power- Herb	8-31-89		Common law use rights only. Nature's Herbs decided not to pursue registration due to conflicting mark.
,635,930	Silica-Power	8-21-89	2-26-91	Registered. Section 8/15 Declarations filed. Renewed.
6/010,553	Silymarin-Power			Pending. Awaiting actual use by Nature's Herbs.
,685,951	SK Formula	4-11-75	5-12-92	Registered. Section 8/15 Declarations filed.
,022,205	Skin-Power	12-1-95	12-10-96	Registered.
,635,933	Skinny Formula	7-20-89	2-26-91	Registered. Section 8/15 Declarations filed. Renewed.
6/120,966	Soy-Power	12-18-97		Pending.
,978,382	Spice-Power	3-28-95	6-4-96	Registered.
/A	Sports Adaptogen	8-7-91		Common law use rights only. Application abandoned due to descriptiveness in 1992.
,664,683	Sports Ginseng	9-20-90	11-19-91	Registered. Section 8/15 Declarations filed.
/A	Sports Vitamins With Herbs	8-7-92		Common law use rights only. Application abandoned due to conflict with another mark in 1993.
,652,870	St. John's-Power	9-8-89	8-6-91	Registered. Section 8/15 Declarations filed.
.364,129	Stress-Release	3-22-85	10-8-85	Registered. Section 8/15 Declarations filed.
.441,740	Stresstop	4-4-86	6-9-87	Registered. Section 8/15 Declarations filed.
.093,223	Stevia-Power	7-25-96	9-2-97	Registered.
.288,619	Super Phenolic Fruit- Power	12-18-97	10-26-99	Registered.
.144,192	Super Prostate-Power	8-29-96	3-17-98	Registered.
/A	Superior Chinese Adaptogen	8-7-91		Common law use rights only. Application abandoned in 1992 due to descriptiveness.
/A	Superior Chinese Astragalus	8-7-91		Common law use rights only. Application abandoned in 1992 due to descriptiveness.
.740,814	Superior Chinese Resist	8-7-91	12-22-92	Registered. Section 8/15 Declarations filed.
5/141,429	The Herbal Millennium			Pending
5/141,430	The Herbal Millennium			Pending. Suspended due to third party marks.

REG./ APPLIC. NO.	TRADEMARK/SERVICE MARK	DATE OF 1 ST USE	DATE OF REG.	STATUS
2,400,369	The Herbal Village	7-30-96	10-31-00	Registered.
1,234,245	The Herb Masters' Original Formulas	2-81	4-12-83	Registered. Section 8/15 Declarations filed.
1,635,257	The Power to Feel Your Best	6-12-89	2-19-91	Registered. Section 8/15 Declarations filed. Renewed.
N/A	The Preferred Natural Alternative	3-15-90		Common law use rights only. Application abandoned in 1990.
1,929,621	Thermogenic-Power	8-16-94	10-31-95	Registered.
1,306,793	Travel-Ease	11-12-82	11-27-84	Registered. Section 8/15 Declarations filed.
1,697,315	Turmeric-Power	8-23-89	6-30-92	Registered. Section 8/15 Declarations filed.
1,981,256	Tyrosine-Power	6-29-95	6-18-96	Registered.
1,635,929	Valerian-Power	8-2-89	2-26-91	Registered. Section 8/15 Declarations filed. Renewed.
1,315,339	Vege-Lax	2-10-82	1-22-85	Registered. Section 8/15 Declarations filed.
1,740,817	Veno-Care	4-17-90	12-22-92	Registered. Section 8/15 Declarations filed.
1,911,051	What Nature Had in Mind for You	4-4-94	8-15-95	Registered.
1,652,120	Wild Countryside	7-10-89	7-30-91	Registered. Section 8/15 Declarations filed.
1,636,639	Willowprin	4-5-83	3-5-91	Registered. Section 8/15 Declarations filed. Renewed.
1,235,143	Willowtab	7-81	4-19-83	Registered. Section 8/15 Declarations filed.
1,234,246	Winterspice	5-81	4-12-83	Registered. Section 8/15 Declarations filed.
1,841,637	Women's Care	4-12-91	6-28-94	Registered. Section 8/15 Declarations filed.
1,093,222	Yohimbe-Power	8-1-96	9-2-97	Registered.
1,347,126	Zest-Aid	11-12-82	7-9-85	Registered. Section 8/15 Declarations filed.

33491.1.w.lke