

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Botanical Health Resources, Inc.		09/24/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Eu Realty Private Limited
Street Address:	1356 Greenwich St.
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94109
Entity Type:	COMPANY: SINGAPORE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2309988	ELIXIR TONICS AND TEAS
Registration Number:	2308035	ELIXIR TONICS AND TEAS
Registration Number:	2188902	ELIXIR TONICS & TEAS
Registration Number:	2183531	ELIXIR TONICS & TEAS
Registration Number:	2238275	E LIX R TONICS & TEAS
Registration Number:	2294952	E LIX R TONICS & TEAS

CORRESPONDENCE DATA

Fax Number: (415)442-0856
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-777-3999
 Email: tmddocket@steinhart.com
 Correspondent Name: Eugene Pak c/o Steinhart & Falconer
 Address Line 1: 333 Market St., 32nd Floor
 Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	23890-1
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CH \$165.00 2309988

NAME OF SUBMITTER:

Eugene Pak

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 24, 2003, is made by BOTANICAL HEALTH RESOURCES, INC., a California corporation (the "Grantor"), in favor of EU REALTY (SINGAPORE) PRIVATE LIMITED, a company organized in the Republic of Singapore ("Eu Realty", and in its capacity as agent and a secured party hereunder the "Secured Party"), and EU YAN SANG INTERNATIONAL LTD., a company organized in the Republic of Singapore, ("Eu Yan Sang", together with Eu Realty the "Lenders").

WITNESSETH:

WHEREAS, Grantor owns the trademarks, trademark registrations, and/or trademark applications listed on Attachment 1 annexed hereto; and

WHEREAS, Grantor has been granted a US\$1 million credit facility by United Overseas Bank Limited ("UOB") pursuant to that certain Revolving Credit Agreement, dated as of September 19, 2002, between Grantor and UOB, as the same has and may be supplemented, amended, restated and/or modified from time to time (the "Credit Agreement"), and that certain Revolving Credit Note, dated as of September 19, 2002, between Grantor and UOB, as the same has and may be supplemented, amended, restated and/or modified from time to time (the "Credit Note"); and

WHEREAS, Eu Yan Sang entered into that certain Guarantee dated as of August 30, 2002, between UOB and Eu Yan Sang, as the same may from time to time be supplemented, amended or modified (the "Guarantee") pursuant to which Eu Yan Sang guaranteed Grantor's obligations under the Credit Agreement and the Credit Note; and

WHEREAS, concurrently herewith, Grantor is entering into a financing transaction with Eu Realty, an affiliate of Eu Yan Sang, pursuant to which Eu Realty shall lend US\$500,000 to Grantor as evidenced by that certain Promissory Note executed and issued by Grantor to Eu Realty (the "Secured Promissory Note"); and

WHEREAS, the execution and delivery of that certain Security Agreement of even date herewith, by and among the Grantor and the other signatories thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), is a condition to the closing of the financing transaction, with the Security Agreement securing the obligations set forth therein (the "Secured Obligations"); and

WHEREAS, pursuant to the terms of the Security Agreement, between Grantor and the Lenders, Grantor has granted to the Secured Party a security interest in all right, title and interest of Grantor in, to and under all currently owned and hereafter acquired assets, including, without limitation, all trademark registrations and trademark applications, to secure the payment of all amounts owing by Grantor to the Lenders under the Secured Promissory Note, the Guarantee and the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, for its benefit as agent for each of the Lenders, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it; all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other business identifiers, prints and labels on which any of the foregoing have appeared or appear, including, but not limited to, the items listed on Attachment 1, all registrations and recordings thereof, all applications in connection therewith, all renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringement of any of the foregoing and the right to sue for past, present and future infringement of any of the foregoing.

Trademark Collateral does not include Grantor's rights in: (a) trademark licenses under which Grantor is licensee to the extent that granting a security interest in the license is prohibited by the relevant license agreement; and (b) any trademark application based on an intent to use the trademark, until such time as the trademark is used in commerce and an Amendment to Allege Use of Statement of Use is filed and accepted by the United States Patent and Trademark Office.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon release, termination or expiration of the security interest as provided in Section 9.5 of the Security Agreement, the Secured Party shall execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Eu Realty as Agent for the Lenders. Eu Realty is hereby appointed by the Lenders and recognized by each party hereto as the agent (the "Agent") for the Lenders in connection with this Agreement and has agreed to act as such upon the condition that (a) such Agent may act on behalf of the Lenders only with respect to such powers as expressly delegated to it herein and in the Security Agreement, and (b) such Agent shall hold all Collateral or proceeds securing the Indebtedness or amounts collected or credited to such Agent in satisfaction of any Event of Default under the Security Agreement, in trust expressly for the benefit of the Lenders and shall apply and distribute such amounts to the Lenders on a pro rata basis in settlement of the Company's obligations to each Lender, respectively, under the Security Agreement, the Guarantee and the Secured Promissory Note. Any notice required or permitted to be given to the Lenders hereunder shall be deemed adequately given if addressed to the Agent and delivered in the manner set forth in Section 9.3 of the Security Agreement. The Agent shall act only in accordance with the unanimous consent or instruction of all Lenders.

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

BOTANICAL HEALTH RESOURCES, INC.

By: Jeffrey A. Stein
Name: JEFFREY A. STEIN
Title: CHAIRMAN

EU REALTY (SINGAPORE) PRIVATE LIMITED

By: _____
Name: _____
Title: _____

EU YAN SANG INTERNATIONAL LTD.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

BOTANICAL HEALTH RESOURCES, INC.

By: _____
Name: _____
Title: _____

EU REALTY (SINGAPORE) PRIVATE LIMITED

By: *Robert Eu*
Name: Robert Eu
Title: Director

EU YAN SANG INTERNATIONAL LTD.

By: *Robert Eu*
Name: Robert Eu
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

LA032470.022

Trademark Security Agreement

ATTACHMENT 1

(02682)

BOTANICAL HEALTH RESOURCES, INC.
UNITED STATES TRADEMARK AND SERVICE MARK STATUS REPORT
(SORTED BY MARK/CLASS)

Matier	Mark	Class(es)/Goods	Serial No/ Filing Date	Reg. No/ Reg. Date	Renewal Date	Status	Remarks
T018	Bliss Buster	32 herbal beverages	75/346561 8/26/97	2,214,213 12/29/98	12/29/2008	Registered	Section 8/15 deadline is 12/29/2004.
T009	Chi Devil	32 herbal food beverages	75/346565 8/25/97	2,353,028 5/30/2000	5/30/2010	Registered	Section 8/15 deadline is 5/30/2006.
T010	Depth Recharger	32 herbal beverages	75/346562 8/25/97	2,214,214 12/29/98	12/29/2008	Registered	Section 8/15 deadline is 12/29/2004.
T021	Digest-Tonique	32 herbal beverages	75/766577 8/2/99	2,443,906 4/17/2001	4/17/2011	Registered	Section 8/15 deadline is 4/17/2007.
T006USA1	Elixir Tonics & Teas (& Design)	5 herbs and herbal products and preparations for human consumption	75/346391 8/25/97	2,238,276 4/13/99	4/13/2008	Registered	Section 8/15 deadline is 4/13/2006.
T006USA1	Elixir Tonics & Teas (& Design)	42 retail store services in connection with the sale of herbs, herbal containing products and preparations, teas, tea accessories and related utensils, books and candles	75/346560 8/25/97	2,294,952 11/30/99	11/30/2008	Registered	Section 8/15 deadline is 11/30/2005.
T002USA2	Elixir Tonics and Teas	5 herbs and herbal products and preparations for human consumption	75/194484 7/15/96	2,308,035 1/11/2000	1/11/2010	Registered	Section 8/15 deadline is 1/11/2006.

Prepared 6/27/2001

(02682)
BOTANICAL HEALTH RESOURCES, INC.
UNITED STATES TRADEMARK AND SERVICE MARK STATUS REPORT
(SORTED BY MARK/CLASS)

Matter	Mark	Class(es)/Goods	Serial No/ Filing Date	Reg. No/ Reg. Date	Renewal Date	Status	Remarks
T002	Elixir Tonics and Teas	42 retail store services in connection with the sale of herbs, herbal containing products and preparations, teas, tea accessories and related utensils, books and candles	75/134485 7/15/96	2,309,988 1/18/2000	1/18/2010	Registered	Section 8/15 deadline is 1/18/2006. Registered on the Supplemental Register.
T003USA1	Elixir Tonics & Teas (& Design)	42 retail store services featuring herbs, herbal containing products, and preparations, teas, tea accessories, and related utensils, books and candles	75/235402 2/3/97	2,183,531 8/25/98	8/25/2008	Registered	Section 8/15 deadline is 8/25/2004.
T003USA1	Elixir Tonics & Teas (& Design)	5, 30 herbal supplements and herbal beverages for medicinal purposes 90: processed herbs and herbal food beverages	75/235169 2/3/97	2,186,902 9/15/98	9/15/2008	Registered	Section 8/15 deadline is 9/15/2003.
T016	Gan Bei	5 herbal beverages, namely, teas and herbal tonics containing dietary supplements	75/476319 4/29/98	2,398,951 10/31/2000	10/31/2010	Registered	Section 8/15 deadline is 10/31/2006.
T017	Gan Bei	42 cafe services featuring refreshments including herbal and other beverages	75/475844 4/28/98	2,228,903 3/2/1999	3/2/2009	Registered	Section 8/15 deadline is 3/2/2005.
T007	Gan Bei (& Design)	32 herbal beverages	75/346572 8/25/97	2,225,316 2/23/99	2/23/2009	Registered	Section 8/15 deadline is 2/23/2005.

Prepared 6/27/2001

(02682)

BOTANICAL HEALTH RESOURCES, INC.

UNITED STATES TRADEMARK AND SERVICE MARK STATUS REPORT

(SORTED BY MARK/CLASS)

Matter	Mark	Class(es)/Goods	Serial No/ Filing Date	Reg. No/ Reg. Date	Renewal Date	Status	Remarks
T004	Gen Bei Tonic Bar (& Design)	42 cafe services featuring refreshments including herbal and other beverages	75/250267 3/3/97	2,208,100 12/8/98	12/8/2008	Registered	Section 8/15 deadline is 12/8/2004.
T018	Kava Pacifica	32 herbal food beverages	75/765640 8/2/99			Pending	Opposition Filed.
T008	Mighty Joe Yang	32 herbal beverages	75/346564 8/25/97	2,214,216 12/29/98	12/29/2008	Registered	Section 8/15 deadline is 12/29/2004.
T012	Mind Over Middle	32 herbal beverages	75/946566 8/25/97	2,214,217 12/29/98	12/29/2008	Registered	Section 8/15 deadline is 12/29/2004.
T019	Power Plant	32 herbal beverages	75/766510 8/2/99	2,443,905 4/17/2001	4/17/2010	Registered	Section 8/15 deadline is 4/17/2007.
T015	Silk Thread	32 herbal beverages	75/346563 8/25/97	2,214,215 12/29/98	12/29/2008	Registered	Section 8/15 deadline is 12/29/2004.
T011	Virtual Buddha	32 herbal beverages	75/346567 8/25/97	2,214,218 12/29/98	12/29/2008	Registered	Section 8/15 deadline is 12/29/2004.
T014	Yin From The Cold	32 herbal beverages	75/346573 8/25/97	2,221,367 2/2/99	2/2/2009	Registered	Section 8/15 deadline is 2/2/2005

Prepared 6/27/2001

Foreign Trademark Status Report

Botanical Health Resources, Inc.

Client No.	Mark/Country	Class	Serial No./ Filing Date	Registration No./ Reg. Date	Expiration Date	Status
T022CTM	E*LDX*R	3,5,30	1830256 8/29/2000			Pending REGISTERED
CTM - European Community						
T022JP	E*LDX*R AND LOGO	5, 30, 42	2001-45289 5/18/2001			Pending REGISTERED
Japan						
T016JP	GAN BEI	30, 42	2001-45288 5/18/2001			Pending REGISTERED
Japan						
T016CTM	GAN BEI	5,30,42	1829647 8/29/2000			Pending REGISTERED
CTM - European Community						

Foreign Trademark Status Report

Client No.	Serial No./ Filing Date	Expiration Date	Status
02682	932083		Pending
Matter Number/Mark	Goods/Services	Class	Country Associate
T022AU	ELIX.R & DESIGN 30 - teas and herbal beverages 42 - cafe services featuring refreshments and beverages	05, 30, 42	Australia Davies Collison Cave
T022CN30	E*LIX*R AND LOGO	30	China - PRC China Patent Agent (H.K.) Ltd.
T022CN42	E*LIX*R AND LOGO	43	China - PRC China Patent Agent (H.K.) Ltd.
T022CTM	E*LIX*R AND LOGO	3,5,30	CTM - European Clifford Chance
T022HK30	E*LIX*R AND LOGO	30	Hong Kong Johnson Stokes & Master

Foreign Trademark Status Report

Matter Number	Client No.	Serial No./ Filing Date	Expiration Date	Status
T022HK42	02682	17104/2002		Pending
		10/31/2002		
		Reg. No.		
		Reg. Date		
T022IN30				Filed, awaiting filing particulars
		Reg. No.		
		Reg. Date		
T022JP		2001-45289	10/25/2012	Registered
		5/18/2001		
		Reg. No.		
		Reg. Date		
T022KR		40-2002-0019089		Pending
		4/26/2002		
		Reg. No.		
		Reg. Date		
T022MY30		2002-13681		Pending
		11/1/2002		
		Reg. No.		
		Reg. Date		
T022MY42		2002-13682		Pending
		11/1/2002		
		Reg. No.		
		Reg. Date		

TRADEMARK

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Foreign Trademark Status Report

Client No.	Serial No./ Filing Date	Expiration Date	Status
Matter Number	Country Associate	Class	Goods/Services
T022SG30	E*LIX*R AND LOGO Singapore Drew & Napier	30	tea, biscuits, chewing tablets/capsules/granules, flour and salt and seasonings
			T02/17098F 11/1/2002 Reg. No. Reg. Date
T022SG42	E*LIX*R AND LOGO Singapore Drew & Napier	43	cafe services featuring refreshments and beverages
			T02/17099D 11/1/2002 Reg. No. Reg. Date
T022TW30	E*LIX*R AND LOGO Taiwan - ROC Jianq Chyun Intellectual Property Office	30	teas
			91045007 10/25/2002 Reg. No. Reg. Date
T022TW42	E*LIX*R AND LOGO Taiwan - ROC Jianq Chyun Intellectual Property Office	43	cafe services featuring refreshments and beverages
			91045006 10/25/2002 Reg. No. Reg. Date