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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.

1. Name of conveying party(ies): VITAQUEST INTERNATIONAL INC. Individual(s) Association General Partnership Limited Partnership Corporation-State Other DELAWARE CORPORATION Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: FLEET NATIONAL BANK Internal Address: Street Address: 300 BROADHOLLOW ROAD City: MELVILLE State: NY Zip: 11747 Individual(s) citizenship Association BANKING General Partnership Limited Partnership Corporation-State Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 4/29/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED B. Trademark Registration No.(s) SEE ATTACHED Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: TONYA CHAPPLE Internal Address: C/O CSC Street Address: 80 STATE STREET City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 138 7. Total fee (37 CFR 3.41): \$ 3465.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. TONYA CHAPPLE Name of Person Signing Signature Date 5/14/03

Total number of pages including cover sheet, attachments, and document: 50

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

TRADEMARK REEL: 002771 FRAME: 0259

CYBERGENICS TRADEMARKS (VITAQUEST)

ALPHABETICAL LIST

<u>Mark</u>	<u>Ser./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Class</u>	<u>Status</u>	<u>Next Action</u>	<u>FLH Docket No.</u>	<u>Comment</u>
CRAVE BLOCKER	2,502,567	10/30/01	5	Registered	Section 8 & 15 due between 10/30/06-07	8090	
CREATINE PUMP	2,277,568	9/14/99	5	Registered	Section 8 & 15 due between 9/14/04-05	8074	
CYBERBLAST	1,789,093	8/24/93	5	Section 8 & 15 filed 9/30/99	Renewal due 8/24/03	8075	August 24 due date
CYBERXTREME	2,209,583	12/8/98	5	Registered	Section 8 & 15 due between 12/8/03-04	8089	
CYBERGENICS	1,409,162	9/16/86	5	Section 8 & 15 filed 12/11/92	Renewal due 9/16/06	8076	
CYBERGENICS FOR HARD GAINERS	2,546,801	3/12/02	5	Registered	Section 8 & 15 due between 3/12/07-08	8077	
CYBERGENICS QUICK TRIM	1,869,194	12/27/94	5	Section 8 & 15 filed 1/22/01	Renewal due 12/27/04	8079	
CYBERGENICS SUPER FAT-LOSS	1,831,038	4/19/94	5	Sections 8 & 15 filed 8/29/00	Renewal due 4/19/04	8080	

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CYBERPLEX	2,203,084	11/10/98	5	Registered	Section 8 & 15 due between 11/10/03- 04	8081	
CYBERSYSTEM 7	2,451,747	5/15/01	5	Registered	Section 8 & 15 due between 5/15/06- 07	8093	
CYBERTRIM	1,789,094	8/24/93	5	Section 8 & 15 filed 9/30/99	Renewal due 8/24/03	8082	August 24 due date
INFINITI	1,833,619	5/3/94	5	Sections 8 & 15 filed 8/30/00	Renewal due 5/3/04	8083	
METABO-MAX	75/669,006	3/26/99	5	Case still Suspended	Await Suspension being lifted	8095	
PRECISION POWER	1,931,320	10/31/95	5	Section 8 & 15 filed 11/01/00	Renewal due 10/31/05	8087	
QUICKBUILD	2,011,050	10/22/96	5	Registered	Section 8 & 15 was due 4/22/02	8084	April 22 due date (FINAL)
QUICK TRIM	1,820,953	2/15/94	5	Section 8 & 15 filed 8/14/00	Renewal due 2/15/04	8085	
QUICK TRIM	2,337,614	4/4/00	5	Registered	Sections 8 & 15 due between 4/4/05-06		

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SUPER WEIGHT LOSS	2,606,930	8/13/02	5	Registered	Section 8 & 15 due between 8/13/07/08	8096	
VORTEX	1,786,455	10/10/93	5	Section 8 & 15 filed 10/27/99	Renewal due 8/10/03	8088	August 10 due date

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ACTIVATOR AM	75/660890	3/15/99	5	Further action suspended 6/22/00	Awaiting lifting of suspension		
ADIPTROL	78/131379	5/28/02	5	Awaiting examination			
ADVANCED APPETITE SATISFYING WAFER	2,456,044	5/29/01	5	Registered	Section 8 & 15 Declaration due between 5/29/06-07		
ALOE ESSENCE	2,458,741	6/5/01	5	Registered (Supplemental Register)	Section 8 & 15 Declaration due between 6/5/06-07	8001	
AYURVITA	78/006964	5/5/00	5	Notice of Allowance issued 10/16/01	Third Extension of Statement of Use was due 4/16/03		
BACK-EZE	2,349,923	5/16/00	5	Registered	Section 8 & 15 Declaration due between 5/16/05-06	8002	
BIBLE POWER	76/120095	8/30/00	5	Notice of Allowance issued 11/20/01	Third Extension of Statement of Use due 5/20/03		May 20 due date
BIBLICAL FORMULATIONS	78/121775	4/15/02	5	Awaiting examination			
BLUEPRINT BOTANICALS	2,476,063	8/7/01	5	Registered	Section 8 & 15 Declaration due between 8/7/06-07		

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BLUE RELIEF	78/103209	1/17/02	3	Published for Opposition 7/02/02	Awaiting Notice of Allowance		
CAL-BLOC	76/217261	2/28/01	5	Opposition filed 3/05/02	Opposition pending		
CARB-FREE	78/121780	4/15/02	5	Awaiting examination			
CARB-LESS	78/121784	4/15/02	5	Awaiting examination			
CARBOGIZER	76/025207	4/13/00	5	Notice of Allowance issued 4/3/01	Third Extension of Statement of Use was due 4/03/03		
CARBO-SHIELD	76/025208	4/13/00	5	Notice of Allowance issued 4/3/01	Third Extension of Statement of Use was due 4/3/03		
CARBO-SORB	76/025,204	4/13/00	5	Notice of Allowance issued 4/3/01	Third Extension of Statement of Use was due 10/3/02		
CARDIO COCKTAIL	2,304,534	12/28/99	5	Registered	Section 8 and 15 Declaration due between 12/28/04- 05	8003	
CARDIO COMPANION	2,303,819	12/28/99	5	Registered	Section 8 and 15 Declaration due between 12/28/04- 05		

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CARDIOSELTZER	78/103,197	1/17/02	5	Notice of Allowance issued 9/24/02	Second Extension or Statement of Use due 9/24/03		<u>September 24 due date</u>
CELEBRITY SLIM	78/041,803	1/5/01	5	Notice of Allowance issued 12/04/01	Third Extension or Statement of Use due 6/04/03		<u>June 4 due date</u>
CELLUSLIM	2,332,130	3/21/00	5	Registered	Section 8 and 15 Declaration due between 3/21/05-06		
CELLUSLIM	1,647,835	6/18/91	3, 42	Renewed 9/25/01	Next Renewal due 6/18/11	8005	
CHANGES	2,237,956	4/13/99	5	Registered	Section 8 & 15 Declaration due between 4/13/04-05	8006	
CHOCOLACTIVE	2,456,081	5/29/01	5	Registered	Section 8 and 15 Declaration due between 5/29/06-07		
CHROMERELEASE	2,090,048	8/19/97	1	Registered	Section 8 & 15 Declaration due between 8/19/02-03	8007	
CITRI-LIFE	2,005,295	10/1/96	5	Section 8 & 15 Declaration filed 4/1/03	Renewal due 10/1/06	8008	
COUNTRY FARMS	1,289,772	8/14/84	5	Section 8 & 15 Declaration filed 7/20/90	Renewal due 8/14/04	8009	

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CREABOLIC FIZZ	2,568,146	5/07/02	5	Registered	Section 8 & 15 Declaration due between 5/07/07-08		
CYTOGUARD	1,908,085	8/1/95	5	Section 8 & 15 Declaration filed 10/27/00	Renewal due 8/01/05	8010	
DERMA-PURE	1,844,044	7/12/94	3	Section 8 & 15 Declaration filed 9/8/00	Renewal due 7/12/04	8011	
DARE TO LOSE	78/131378	5/28/02	5	Awaiting examination			
DIET SLIM	2,346,877	5/2/00	5	Registered	Section 8 & 15 Declaration due between 5/2/05-06	8055	
DIETWORKS	2,048,355	3/25/97	5	Registered	Section 8 & 15 Declaration filed between 9/25/03	8012	Sept. 25 due date (FINAL)
DRIVE ALERT	2,448,197	5/1/01	5	Registered	Section 8 & 15 Declaration due between 5/1/06-07		
ELEVAN	78/087808	10/10/01	5	Published for Opposition 4/02/02	Request for Extension to Oppose filed by Hoffman La Roche (ELEVIT)		In settlement discussions
ENERGIZE YOUR BRAIN	2,457,817	6/5/01	5	Registered	Section 8 & 15 Declaration due between 6/5/06-07		

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ESSENTIAL GREENS	2,114,261	11/18/97	5	Registered	Section 8 & 15 Declaration due between 11/18/02- 03	8014	November 18 due date
ESSENTIAL K PLUS	2,364,082	7/4/00	5	Registered	Section 8 & 15 Declaration due between 7/4/05-06		
FARM SCENE AND DESIGN	1,132,551	4/8/80	5	Renewed 2/14/01	Next Renewal due 4/8/10	8015	
FOODS PLUS	735,918	8/14/62	5	Renewal mailed 10/17/02	Next Renewal date 8/14/12	8017	
FOR MEN ONLY	2,146,851	3/24/98	5	Registered	Section 8 & 15 Declaration due between 3/24/03-04	8018	
FOR WOMEN ONLY	2,126,430	12/30/97	5	Registered (Supplemental Register)	Section 8 & 15 Declaration due between 12/30/02- 03	8019	December 30 due date
FOR WOMEN ONLY	1,681,685	3/31/92	42	Renewed 5/23/02	Next Renewal due 3/31/12	8073	
GASTROPLEX	2,211,770	12/15/98	5	Registered	Section 8 & 15 Declaration due between 12/15/03- 04	8020	

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G-FORCE	78/092960	11/13/01,	5	Notice of Allowance issued 8/20/02	Second Extension of Statement of Use due 8/20/03		<u>August 20</u> <u>due date</u>
GINKGO FORCE	2,449,655	5/8/01	5	Registered	Section 8 & 15 Declaration due between 5/8/06-07		
GLUCOFLEX	2,498,908	10/16/01	5	Registered	Section 8 & 15 Declaration due between 10/16/06- 07		
GLUCO SELTZER	75/927969	2/25/00	5	Notice of Allowance issued 10/23/01	Third Extension of Statement of Use due 4/23/03		<u>April 23 due</u> <u>date</u>
HEALTHY MALE	76/243900	11/2/00	5	Response to Office Action filed 2/13/02	Third party request for EOT to oppose filed		
HERBAFLU	78/055654	3/29/01	5	Notice of Allowance issued 12/11/01	Third Extension of Statement of Use due 6/11/03		<u>June 11 due</u> <u>date</u>
HEART DEFENSE	78/200287	1/06/03	5	Not yet assigned to examining attorney			
HERBAGESIC	2,298,621	12/7/99	5	Registered	Section 8 & 15 Declaration due between 12/7/04-05		

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HERBSCIENCE	2,506,711	11/13/01	5	Registered	Section 8 & 15 Declaration due between 11/13/06- 07		
HIDDEN STRENGTH	1,482,129	3/29/88	5	Section 8 & 15 Declaration filed 3/25/94	Renewal due 3/29/08	8023	
HI-ENER-G	2,305,206	1/4/00	5	Registered	Section 8 & 15 Declaration due between 1/4/05-06	8024	
HOLLYWOOD SLIM	76/162270	11/10/00	5	Notice of Allowance issued 11/13/01	Third Extension of Statement of Use due 5/13/03		May 13 due date
INSIDE SECRET	2,007,162	10/8/96	5	Sec. 8 & 15 Declaration filed 4/3/03	Renewal 10/8/06	8026	
IRON BODIES	1,654,161	8/20/91	5	Renewed 12/15/01	Next Renewal due 8/20/11	8028	
IRON CUTS	2,197,661	10/20/98	5	Registered	Section 8 & 15 Declaration due between 10/20/03- 04	8029	
KAVA SUPREME	2,290,090	11/2/99	5	Registered	Section 8 & 15 Declaration due between 11/2/04-05		
L.D. COMPLETE	2,168,112	6/23/98	5	Registered	Section 8 & 15 Declaration due between 6/23/03-04	8031	

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LIFE SHAKE	76/025,209	4/13/00	5	Notice of Allowance issued 10/16/01	Fourth Extension Request or Statement of Use due 10/16/03		<u>October 16 due date</u>
LIP E	2,070,367	6/10/97	3	Registered	Section 8 & 15 Declaration due between 6/10/02-03	8032	<u>June 3 due date</u>
LIPO PM	2,456,045	5/29/01	5	Registered	Section 8 & 15 Declaration due between 5/29/06-07		
LIPOSTAT	2,169,656	6/30/98	5	Registered	Section 8 & 15 Declaration due between 6/30/03-04	8033	
MEGALEAN	2,297,025	11/30/99	5	Registered	Section 8 & 15 Declaration due between 11/30/04- 05		
MENOCOM	2,112,341	11/11/97	5	Registered	Section 8 & 15 Declaration due between 11/11/02- 03	8034	<u>November 11 due date</u>
MENOPRIM	2,251,848	6/8/99	5	Registered	Section 8 & 15 Declaration due between 6/8/04-05	8035	
MENOSOY	76/025206	4/13/00	5	Notice of Allowance issued 9/12/02	Statement of Use or first extension request was due 3/17/03		

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NATURAL FORMULAS FOR HEALTHY LIVING	78/103205	1/17/02	5	Notice of Allowance issued 11/12/02	Statement of Use due 5/12/03		<u>May 12 due date</u>
NATURAL SOLUTIONS	78/113962	3/11/02	5	Further action suspended 7/15/02	Awaiting lifting of suspension		
NA VITA LIFE	78/131375	5/28/02	5	Office Action mailed 9/23/02	Response to Office Action was due 3/23/03		
NEUROMAX	2,211,769	12/15/98	5	Registered	Section 8 & 15 Declaration due between 12/15/03- 04	8038	
NO OFFENSE	2,073,034	6/24/97	3	Registered	Section 8 & 15 Declaration due between 6/24/02-03	8039	
NUTRA BETIC	1,690,704	6/2/92	5	Renewal mailed 6/17/02	Next Renewal due 6/2/12	8040	
NUTRAVEIN	75/669,048	3/26/99	5	Notice of Allowance issued 4/4/00	Fifth (and last) Extension or Statement of Use was due 10/4/02		
NUTRIDERM	2,046,318	3/18/97	1	Registered	Section 8 & 15 Declaration due between 9/18/03	8041	<u>Statement of Use due (FINAL)</u>

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NUTRIGESIC	2,215,328	12/29/98	5	Registered	Section 8 & 15 Declaration due between 12/29/03- 04	8042	
NUTRITENSIVE	2,269,542	8/10/99	5	Registered	Section 8 & 15 Declaration due between 8/10/04-05		
NUTRITION RESOURCE CENTER	75/171,233	10/04/02	5	Office Action mailed 3/17/03	Response to Office Action due 9/17/03		<u>sept. 17 due date</u>
NUTRITION WORKS	2,210,617	12/15/98	5	Registered	Section 8 & 15 Declaration due between 12/15/03- 04		
O-CRÈME	78/055537	3/28/01	3	Notice of Allowance issued 10/1/02	Second Extension or Statement of Use due 10/1/03		<u>October 1 due date</u>
OMEGA SLIM	78/039339	12/14/00	5	Notice of Allowance issued 11/20/01	Third Extension or Statement of Use due 5/20/03		<u>May 20 due date</u>
OSTEO-FIZZ	76/093870	7/21/00	5	Notice of Allowance issued 1/29/02	Third Extension of Statement of Use due 7/29/03		<u>July 29 due date</u>
OSTEOSELTZER	78/149,363	7/31/02	5	Office Action mailed 2/19/03	Response to Office Action due 8/19/03		<u>August 19 due date</u>
PATENT SLIM	78/131376	5/28/02	5	Office Action mailed 9/23/02	Response to Office Action was due 3/23/03		

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PERFECTING THE SCIENCE OF NATURE	2,347,614	5/2/00	5	Registered	Section 8 & 15 Declaration due between 5/2/05-06		
PHARMACIST'S SELECT	76/093,869	7/21/00	5	Office Action mailed 10/17/02	Response to Office Action was due 4/17/03		
PRAIRIE WAGON	1,329,862	4/9/85	29	Registered (20 Years)	Renewal due 4/9/05	8045	
PROBIOLIN	2,337,888	4/4/00	5	Registered	Section 8 & 15 Declaration due between 4/4/05-06	8046	
PREVENTACOL	78/103210	1/17/02	5	Notice of Allowance issued 9/24/02	Second Extension Request or Statement of Use due 9/24/03		<u>September 24 due date</u>
PRO-DIGEST	78/103200	1/17/02	5	Notice of Allowance issued 9/24/02	Second Extension Request or Statement of Use due 9/24/03		<u>September 24 due date</u>
REJUVICARE	2,077,582	7/8/97	5	Registered	Section 8 & 15 Declaration due between 7/8/02-03	8050	<u>July 8 due date</u>
RESPIRON	2,215,327	12/29/98	5	Registered	Section 8 & 15 Declaration due between 12/29/03- 04	8052	

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SALUD VITAL	75/582,517	11/4/98	5	Office Action mailed 2/26/03	Response to Office Action due 8/26/03		<u>August 26 due date</u>
SEVEN DAY CLEANSING DIET	2,090,213	8/19/97	5	Registered	Section 8 & 15 Declaration due between 8/19/02-03	8054	<u>August 19 due date</u>
SUPER JUICE	1,982,572	6/25/96	5	Sec. 8 & 15 filed 7/31/02	Renewal 6/25/06	8057	
SYNDROME T	75/927,968	2/25/00	5	Office Action mailed 11/29/02	Response to Office Action due 5/29/03		<u>May 29 due date</u>
TAEFIT	78/200202	1/06/03	5	Not yet assigned to examining attorney			
THERMOGEL	78/133303	6/05/02	5	Notice of Allowance issued 2/11/03	Statement of Use due 8/11/03		<u>August 11 due date</u>
THERMO PURE	2,478,424	8/14/01	5	Registered	Section 8 & 15 Declaration due between 8/14/06-07		
THERMO-CARB	78/110458	2/22/02	5	Letter of Suspension mailed 12/24/02	Awaiting lifting of suspension		
THERMOMAX	78/030948	10/17/00	5	Letter of Suspension mailed 4/6/01	Awaiting lifting of suspension		
THERMO-STACK	76/224671	3/14/01	5	Letter of Suspension mailed 3/19/02	Awaiting lifting of suspension		

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3-G	78/103194	1/17/02	5	Notice of allowance issued 11/12/02	Statement of Use due 5/12/02		May 12 due date
TRANQUIL DAY	75/552,465	9/14/98	5	Notice of Allowance issued 1/4/00	Statement of Use was due 1/4/03		FINAL (NO more extensions)
VISIBILITY	75/648,203	2/25/99	5	Notice of Allowance issued 1/4/00	Statement of Use was due 1/4/03	8059	FINAL (NO more extensions)
VITA BETIC	1,652,728	7/30/91	5	Renewed 10/19/01	Next Renewal 7/30/11	8060	
VITA VIDA	2,080,501	7/22/97	5	Registered	Section 8 & 15 Declaration due between 7/22/02-03	8061	July 22 due date
VITAQUEST	2,470,143	7/17/01	5	Registered	Section 8 & 15 Declaration due between 7/17/06-07	8062	
VITAQUEST INTERNATIONAL INC.	2,657,941	12/10/02	40, 42	Registered	Sec. 8 & 15 Declaration due 12/10/07-08	8101	
VITAQUEST INTERNATIONAL INC. (logo)	2,398,199	10/24/00	5	Registered	Section 8 & 15 Declaration due 10/24/05-06	8063	
WINDMILL (DIETARY FOOD SUPPLEMENTS)	1,368,559	11/5/85	3, 5	Registered (20 years)	Next Renewal due 11/5/05	8066	

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<u>Mark</u>	<u>Ser./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Class</u>	<u>Status</u>	<u>Next Action</u>	<u>FLH Docket No.</u>	<u>Comment</u>
WINDMILL (VITAMINS)	977,138	1/22/74	5	Renewed 6/30/94	Next Renewal due 1/22/04	8068	
WINDMILL HEALTH PRODUCTS	2,485,733	9/4/01	5	Registered	Section 8 & 15 Declaration due 9/4/06-07	8069	
X-TRA LITE	2,585,645	6/25/02	5	Registered	Section 8 & 15 Declaration due 6/25/07-08	8070	
ZENETROL	76/120,096	8/30/00	5	Notice of Allowance issued 12/25/01	Third Extension of Statement of Use due 6/25/03		<u>June 25 due date</u>
ZERO FAT	2,046,790	3/18/97	5	Registered	Section 8 & 15 Declaration due between 9/18/03	8072	<u>Statement of Use due (FINAL)</u>
ZYFLEX	78/131374	5/28/02	5	Notice of Allowance issued 2/25/03	Statement of Use due 8/25/03		<u>August 25 due date</u>

3268406.01

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of April 29, 2003, (as amended from time to time, this "Security Agreement") among **VITAQUEST INTERNATIONAL INC.**, a Delaware corporation (the "*Borrower*"), each of the Subsidiaries of the Borrower from time to time party hereto (each such Subsidiary, individually, a "*Guarantor*" and, collectively, the "*Guarantors*"; the Guarantors and the Borrower are referred to herein individually as a "*Grantor*" and collectively as the "*Grantors*") and **FLEET NATIONAL BANK**, as Administrative Agent for the Secured Parties referred to below (in such capacity, the "*Administrative Agent*").

Reference is made to the Loan Agreement, dated as of April 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), by and among the Borrower, the Lenders from time to time party thereto, and the Administrative Agent.

The Credit Parties have agreed to make Loans to the Borrower pursuant to, and upon the terms and subject to the conditions specified in, the Loan Agreement. Each of the Guarantors has agreed to guarantee, among other things, all the Obligations of each Loan Party under the Loan Documents. The obligations of the Credit Parties to make Loans are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure the Obligations.

Accordingly, the Grantors and the Administrative Agent hereby agree as follows:

Section 1. Definitions

(a) Unless the context otherwise requires, capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan Agreement.

(b) As used herein, the following terms shall have the following meanings:

"*Account Debtor*": as defined in the Local UCC.

"*Accounts*": as defined in the Local UCC.

"*Accounts Receivable*": all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"*Capital Call Rights*": the Borrower's right to make a Capital Call and all rights and remedies related to the Capital Call as contemplated in the Loan Documents and all other rights, titles, powers and privileges related to, appurtenant to or arising out of the Borrower's right to (i) make a Capital Call, (ii) require or demand that Keith Frankel fund a Capital Call, (iii) receive proceeds of a Capital Call, and (iv) enforce a Capital Call.

"*Chattel Paper*": as defined in the Local UCC.

"Collateral": with respect to any Grantor, all personal property and fixtures of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, and all Proceeds and products thereof, including, without limitation, all (i) Accounts Receivable, (ii) Equipment, (iii) General Intangibles, (iv) Inventory, (v) Instruments, (vi) Pledged Debt, (vii) Pledged Equity, (viii) Documents, (ix) Chattel Paper (whether tangible or electronic), (x) Deposit Accounts, (xi) Letter of Credit Rights (whether or not the letter of credit is evidenced by a writing), (xii) Commercial Tort Claims, (xiii) Intellectual Property, (xiv) Supporting Obligations, (xv) any other contract rights or rights to the payment of money, (xvi) insurance claims and proceeds, (xvii) tort claims, (xviii) Capital Call Rights and (xix) unless otherwise agreed upon in writing by such Grantor and the Administrative Agent, other property owned or held by or on behalf of such Grantor that may be delivered to and held by the Administrative Agent (or its designee) pursuant to the terms hereof. Notwithstanding anything to the contrary in any Loan Document, for purposes hereof, the term *"Collateral"* shall not include any right under any General Intangible if the granting of a security interest therein or an assignment thereof would violate any enforceable provision of such General Intangible.

"Commercial Tort Claims": as defined in the Local UCC.

"Copyright License": any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights": all of the following now owned or hereafter acquired by any Grantor: (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule 4 to the Perfection Certificate.

"Deposit Accounts": as defined in the Local UCC.

"Documents": as defined in the Local UCC.

"Equipment": as defined in the Local UCC, and shall include, without limitation, all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor, but shall exclude motor vehicles covered by a certificate of title issued by a Governmental Authority.

"Equity Interests": with respect to (i) a corporation, the capital stock thereof, (ii) a partnership, any partnership interest therein, including all rights of a partner in such partnership, whether arising under the partnership agreement of such partnership or otherwise, (iii) a limited liability company, any membership interest therein, including all rights of a member of such limited liability company, whether arising under the limited liability company agreement of such limited liability company or otherwise, (iv) any other firm, association, trust,

business enterprise or other entity that is similar to any other Person listed in clauses (i), (ii) and (iii), and this clause (iv), of this definition, any equity interest therein or any other interest therein that entitles the holder thereof to share in the net assets, revenue, income, earnings or losses thereof or to vote or otherwise participate in any election of one or more members of the managing body thereof and (vi) all warrants and options in respect of any of the foregoing and all other securities that are convertible or exchangeable therefor.

“General Intangibles”: as defined in the Local UCC, and shall include, without limitation, all corporate or other business records and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics, all, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, interest rate protection agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims, guarantees, and with respect to Accounts Receivable and Pledged Debt, all claims, security interests or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable or payment by the relevant obligor of any of the Pledged Debt.

“Instruments”: all promissory notes and all other instruments as defined in Article 9 (and not Article 3) of the Local UCC.

“Intellectual Property”: all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Trademarks, Licenses, trade secrets, confidential or proprietary technical and business information, customer lists, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Inventory”: as defined in the Local UCC, and shall include, without limitation, all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor’s business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

“Letter of Credit Rights”: as defined in the Local UCC.

“License”: any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule 4 to the Perfection Certificate.

“Local UCC”: the UCC as in effect in the State of New Jersey on the date hereof and as amended hereafter.

“Patent License”: any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or

hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents": all of the following now owned or hereafter acquired by any Grantor:

(i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule 4 to the Perfection Certificate, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use or sell the inventions disclosed or claimed therein.

"Perfection Certificate": a certificate of the Borrower and its Subsidiaries in the form of Annex 1 hereto completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Vice President or Financial Officer of the Borrower.

"Pledged Debt": all right, title and interest of any Grantor to the payment of any loan, advance or other debt of every kind and nature (other than Accounts Receivable and General Intangibles), whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future.

"Pledged Equity": with respect to any Grantor, all right, title and interest of such Grantor in any Equity Interests constituting (i) all of the issued and outstanding Equity Interests of each Domestic Subsidiary owned by the Grantors or any of their Subsidiaries and (ii) 66 2/3% of all of the issued and outstanding Equity Interests of each Foreign Subsidiary owned by the Grantors or any of their Subsidiaries, whether now or hereafter acquired or arising in the future.

"Pledged Securities": the Pledged Debt, the Pledged Equity and all notes, chattel paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the foregoing, in each case whether now existing or owned or hereafter arising or acquired.

"Proceeds": as defined in the Local UCC, and shall include, without limitation, any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral and any and all other amounts from time to time paid or payable under or in connection with the Collateral, including (i) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) past, present or future infringement or dilution of any Intellectual Property now or hereafter owned by any Grantor, or licensed under any license, (ii) subject to Section 6, all rights and privileges with respect to, and all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, any of the Pledged Securities and (iii) any and all other amounts from time to time paid or payable under or in connection with the Collateral.

"*Secured Parties*": collectively, the Credit Parties and the successors and assigns of each of the foregoing.

"*Security Interest*": as defined in Section 2(a).

"*Supporting Obligations*": as defined in the Local UCC.

"*Trademark License*": any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"*Trademarks*": all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 4 to the Perfection Certificate, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"*UCC*": with respect to any jurisdiction, the Uniform Commercial Code as from time to time in effect in such jurisdiction.

(c) The principles of construction specified in Section 1.3 of the Loan Agreement shall be applicable to this Security Agreement.

Section 2. Grant of Security Interest; No Assumption of Liability

(a) As security for the payment or performance, as applicable, in full of the Obligations, each of the Grantors hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in, all of the right, title and interest of such Grantor in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Administrative Agent is hereby authorized to file one or more financing statements, continuation statements, recordation or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each of the Grantors, without the signature of any Grantor, and naming any Grantor or the Grantors, as applicable, as debtors and the Administrative Agent as secured party.

(b) The Security Interest is granted as security only and shall not subject any Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

Section 3. Delivery of the Collateral

Each of the Grantors agrees promptly upon the request of the Administrative Agent to deliver or cause to be delivered to the Administrative Agent any and all notes, Chattel Paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the Collateral, or any other amount that becomes payable under or in connection with any Collateral, owned or held by or on behalf of such Grantor, in each case accompanied by (i) in the case of any notes, chattel paper, instruments or stock certificates, stock powers duly executed in blank or other instruments of transfer satisfactory to the Administrative Agent and such other instruments and documents as the Administrative Agent may reasonably request and (ii) in all other cases, proper instruments of assignment duly executed by such Grantor and such other instruments or documents as the Administrative Agent may reasonably request. Each Grantor will cause any Pledged Debt owed or owing to such Grantor by any Person to be evidenced by a duly executed promissory note that is pledged and delivered to the Administrative Agent pursuant to the terms hereof.

Section 4. Representations and Warranties

Each of the Grantors, jointly with the others and severally, represents and warrants to the Secured Parties that:

(a) Such Grantor has good and valid rights in and title to the Collateral and has full power and authority to grant to the Administrative Agent for the ratable benefit of the Secured Parties the Security Interest in the Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Security Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

(b) The Perfection Certificate, to the extent it relates to such Grantor or any of its Collateral or other property, has been duly prepared, completed and executed and the information set forth therein is correct and complete in all material respects.

(c) The Security Interest constitutes (i) a legal and valid Lien on and security interest in all of the Collateral securing the payment and performance of the Obligations, (ii) subject to (A) filing Uniform Commercial Code financing statements, or other appropriate filings, recordings or registrations containing a description of the Collateral owned or held by or on behalf of such Grantor (including, without limitation, a counterpart or copy of this Security Agreement) in each applicable governmental, municipal or other office and (B) the delivery to the Administrative Agent of any instruments or certificated securities included in such Collateral, a perfected security interest in such Collateral to the extent that a security interest may be perfected by filing, recording or registering a financing statement or analogous document, or by the Administrative Agent's taking possession, in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC or other applicable law in such jurisdictions and (iii) subject to the receipt and recording of this Agreement or other appropriate instruments or certificates with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, a security interest that shall be perfected in all Collateral consisting of Intellectual Property in which a security interest may be perfected by a filing or

recordation with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

(d) The Security Interest is and shall be prior to any other Lien on any of the Collateral owned or held by or on behalf of such Grantor other than Liens expressly permitted pursuant to the Loan Documents and Liens which may take priority by operation of law. The Collateral owned or held by or on behalf of such Grantor is so owned or held by it free and clear of any Lien, except for Liens expressly permitted pursuant to the Loan Documents.

(e) With respect to each Account Receivable (i) no transaction giving rise to such Account Receivable violated or will violate any applicable federal, state or local law, rule or ordinance, the violation of which could reasonably be expected to have a material adverse effect on the business, operations, property or financial or other condition of such Grantor, or materially adversely affect the ability of such Grantor to perform its obligations under the Loan Documents to which it is a party, (ii) such Account Receivable is not subject to terms prohibiting the assignment thereof or requiring notice or consent to such assignment, except for notices and consents that have been obtained and (iii) such Account Receivable represents a bona fide transaction which requires no further act on such Grantor's part to make such Account Receivable payable by the Account Debtor with respect thereto, and to the Grantor's knowledge such Account Receivable is not subject to any material offsets or deductions and does not represent any consignment sales, guaranteed sale, sale or return or other similar understanding or any obligation of any Affiliate of such Grantor.

(f) With respect to all Inventory: (i) such Inventory is located on the premises set forth in the Perfection Certificate, or is Inventory in transit for sale in the ordinary course of business, (ii) no such Inventory is subject to any Lien other than Liens permitted by Section 7.4 of the Loan Agreement, and (iii) except as permitted hereby or by the Loan Agreement, no such Inventory is on consignment or is now stored or shall be stored any time after the Effective Date with a bailee, warehouseman or similar Person.

(g) Schedules I-A, I-B and I-C accurately set forth all of the Intellectual Property of the Grantors as of the date of this Agreement and all of such Intellectual Property is owned and held by the Borrower.

Section 5. Covenants

(a) Each of the Grantors shall provide the Administrative Agent with not less than 15 Business Days prior written notice of any change (i) in its legal name, (ii) in its jurisdiction of organization or formation, (iii) in the location of its chief executive office or principal place of business, (iv) in its identity or legal or organizational structure or (v) in its organization identification number or its Federal Taxpayer Identification Number and shall execute and deliver to the Administrative Agent such instruments, agreements and documents as the Administrative Agent shall reasonably request so that the Administrative Agent may make all filings under the UCC or otherwise that are required in order for the Administrative Agent for the ratable benefit of the Secured Parties to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral (subject only to Liens expressly permitted to be prior to the Security Interest pursuant to the Loan Documents). Each

Grantor shall promptly notify the Administrative Agent if any material portion of the Collateral owned or held by or on behalf of such Grantor is damaged or destroyed.

(b) Each of the Grantors shall maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned or held by it or on its behalf as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which it is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of such Collateral, and, at such time or times as the Administrative Agent may reasonably request, promptly to prepare and deliver to the Administrative Agent copies of such records as duly certified by an officer of such Grantor and/or a duly certified schedule or schedules in form and detail satisfactory to the Administrative Agent showing the identity and amount of any and all such Collateral.

(c) *[Intentionally Omitted]*

(d) Each of the Grantors shall, at its own cost and expense, take any and all actions reasonably necessary to defend title to the Collateral owned or held by it or on its behalf against all Persons and to defend the Security Interest in such Collateral and the priority thereof against any Lien not expressly permitted pursuant to the Loan Documents.

(e) Each of the Grantors shall, at its own expense, execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to preserve, protect and perfect the Security Interest granted by it and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with its execution and delivery of this Security Agreement, the granting by it of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith.

(f) The Administrative Agent and each Lender and such persons as the Administrative Agent or any Lender may reasonably designate shall have the right, at the cost and expense of the Grantors, and upon reasonable prior notice, at reasonable times and during normal business hours, to inspect all of its records (and to make extracts and copies from such records), to discuss its affairs with its officers and independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral owned or held by it or on its behalf, including, in the case of Accounts, Pledged Debt or Collateral in the possession of any third person, upon the occurrence and continuance of an Event of Default, by contacting Account Debtors, obligors or the third person possessing such Collateral for the purpose of making such a verification.

(g) Each of the Grantors shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and such Grantor shall, jointly with the others and severally, indemnify and hold harmless the Secured Parties from and against any and all liability for such performance.

(h) None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral owned or held by it or on its behalf, or shall grant any other

Lien in respect of such Collateral, except as expressly permitted by the Loan Documents. Except for the Security Interest, no Grantor shall make or permit to be made any transfer of such Collateral (other than sales of inventory in the ordinary course of such Grantor's business), and each Grantor shall remain at all times in possession of such Collateral and shall remain the direct owner, beneficially and of record, except that prior to the occurrence and during the continuance of an Event of Default, the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Security Agreement, the Loan Agreement or any other Loan Document.

(i) None of the Grantors will, without the Administrative Agent's prior written consent, grant any extension of the time of payment of any Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

(j) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.3 of the Loan Agreement, which insurance shall be against all risks. The Grantors shall not modify in any material respect any such insurance or reduce amounts payable thereunder without the prior written consent of the Administrative Agent. All policies covering such insurance (i) shall contain a standard loss payable clause and shall name the Administrative Agent for the ratable benefit of the Secured Parties as sole loss payee in respect of each claim relating to the Collateral and resulting in a payment thereunder and (ii) shall be indorsed to provide, in respect of the interests of the Administrative Agent, that (A) the Administrative Agent shall be an additional insured, (B) 30 days' prior written notice of any cancellation thereof shall be given to the Administrative Agent and each Lender and (C) in the event that any Grantor at any time or times shall fail to pay any premium in whole or part relating thereto, the Administrative Agent may, in its sole discretion, pay such premium. Each Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Administrative Agent may, after first requesting Grantor to do so and Grantor failing to do same within three days of such request, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent deems advisable. All sums disbursed by the Administrative Agent in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the each Secured Party and shall be additional Obligations secured hereby.

(k) Upon the occurrence of an Event of Default, each Grantor shall legend its Accounts Receivable, its Pledged Debt and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Administrative Agent for the ratable benefit of the Secured Parties and that the Administrative Agent has a security interest therein for the ratable benefit of the Secured Parties.

(l) Each Grantor shall: (i) not (and shall cause each of its licensees not to) do any act, or omit to do any act, whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public; (ii) (and shall cause each of its licensees to) continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws; (iii) for each Trademark material to the conduct of such Grantor's business, (A) maintain (and shall cause each of its licensees to maintain) such Trademark in full force free from any claim of abandonment or invalidity for non-use, (B) maintain (and shall cause each of its licensees to maintain) the quality of products and services offered under such Trademark, (C) display (and shall cause each of its licensees to display) such Trademark with notice of federal or foreign registration to the extent necessary and sufficient to establish and preserve its rights under applicable law and (D) not knowingly use or knowingly permit the use of such Trademark in violation of any third party valid and legal rights; (iv) for each work covered by a Copyright material to the conduct of such Grantor's business, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws; (v) notify the Administrative Agent promptly if it knows or has reason to know that any Intellectual Property material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Intellectual Property, its right to register the same, or to keep and maintain the same; (vi) promptly inform the Administrative Agent in the event that it shall, either itself or through any agent, employee, licensee or designee, file an application for any Intellectual Property (or for the registration of any Trademark or copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, and, execute and deliver any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file upon the occurrence and during the continuance of an Event of Default such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable; and (vii) take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of such Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if

consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties. In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Administrative Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral. Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Administrative Agent or its designee, for the ratable benefit of the Secured Parties.

(m) Each Grantor agrees that the Administrative Agent may at any time and from time to time, pursuant to the provisions of this Agreement, file financing statements, continuation statements and amendments thereto that describe the Collateral as all assets of the Grantor or words of similar effect and which contain any other information required by Part 5 Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether the Grantor is an organization, the type of organization and any organization identification number issued to the Grantor.

Section 6. Certain Rights as to the Collateral; Attorney-In-Fact

(a) So long as no Event of Default shall have occurred and be continuing:

(i) Each Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Collateral or any part thereof for any purpose not inconsistent with the terms of this Security Agreement and the other Loan Documents, *provided*, that such Grantor shall not exercise or refrain from exercising any such right without the prior written consent of the Administrative Agent if such action or inaction would have a material adverse effect on the value of the Collateral, or any part thereof, or the validity, priority or perfection of the security interests granted hereby or the remedies of the Secured Parties hereunder.

(ii) Each Grantor shall be entitled to receive and retain any and all dividends, principal, interest and other distributions paid in respect of the Collateral to the extent not prohibited by this Security Agreement or the other Loan Documents, *provided*, that any and all (A) dividends, principal, interest and other distributions paid or payable other than in cash in respect of, and instruments (other than checks in payment of cash dividends) and other property received, receivable or otherwise distributed in respect of, or in exchange for, Collateral, (B) dividends and other distributions paid or payable in cash in respect of any Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and (C) except as otherwise provided pursuant to the terms of the Loan Agreement, cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Collateral, shall be, and shall forthwith be delivered to the Administrative Agent to be held as, Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Administrative Agent, be segregated from the other property of such Grantor, and

be forthwith delivered to the Administrative Agent as Collateral in the same form as so received (with any necessary endorsement or assignment).

(iii) The Administrative Agent shall execute and deliver (or cause to be executed and delivered) to the Grantors, at the Grantors' expense) all such proxies and other instruments as the Grantors may reasonably request for the purpose of enabling the Grantors to exercise the voting and other rights which it is entitled to exercise pursuant to clause (i) above and to receive the dividends, principal or interest payments, or other distributions which it is authorized to receive and retain pursuant to clause (ii) above.

(b) Upon the occurrence and during the continuance of an Event of Default:

(i) All rights of each Grantor to (A) exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 6(a)(i) shall, upon notice to such Grantor by the Administrative Agent, cease and (B) receive the dividends, principal and interest payments and other distributions which it would otherwise be authorized to receive and retain pursuant to Section 6(a)(ii) shall automatically cease, and all such rights shall thereupon become vested in the Administrative Agent, which shall thereupon have the right, but not the obligation, to exercise such consensual rights and to receive and hold as Collateral such dividends, principal or interest payments and distributions.

(ii) All dividends, principal and interest payments and other distributions which are received by any Grantor contrary to the provisions of Section 6(b)(i) shall be received in trust for the benefit of the Administrative Agent and the other Secured Parties, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent as Collateral in the same form as so received (with any necessary endorsement).

(c) In the event that all or any part of the securities or instruments constituting the Collateral are lost, destroyed or wrongfully taken while such securities or instruments are in the possession of the Administrative Agent, the Grantors shall cause the delivery of new securities or instruments in place of the lost, destroyed or wrongfully taken securities or instruments upon request therefor by the Administrative Agent without the necessity of any indemnity bond or other security other than the Administrative Agent's agreement or indemnity therefor customary for security agreements similar to this Security Agreement.

(d) Each Grantor hereby irrevocably appoints the Administrative Agent such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time at any time when an Event of Default exists, in the Administrative Agent's discretion, to take any action and to execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Security Agreement, including, without limitation:

(i) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral, and to receive, indorse, and collect any drafts or other chattel paper, instruments and documents in connection therewith,

(ii) to file any claims or take any action or institute any proceedings which the Administrative Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Administrative Agent or any of the other Secured Parties with respect to any of the Collateral, and

(iii) to receive, indorse and collect all instruments made payable to such Grantor representing any dividend, principal payment, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same. The powers granted to the Administrative Agent under this Section constitute a power coupled with an interest which shall be irrevocable by such Grantor and shall survive until all of the Obligations have been indefeasibly paid in full in cash.

(e) If any Grantor fails to perform any agreement contained herein, the Administrative Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Administrative Agent incurred in connection therewith shall be payable by the Grantors under Section 9.

(f) The powers conferred on the Administrative Agent hereunder are solely to protect its and the other Secured Parties interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder and any other obligations expressly imposed upon a secured party by the UCC, the Administrative Agent shall have no duty as to any Collateral. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Administrative Agent accords its own property.

Section 7. Remedies upon Default

(a) Upon the occurrence and during the continuance of an Event of Default, each of the Grantors shall deliver each item of Collateral to the Administrative Agent on demand, and the Administrative Agent shall have in any jurisdiction in which enforcement hereof is sought, in addition to any other rights and remedies, the rights and remedies of a secured party under the Local UCC or the UCC of any jurisdiction in which the Collateral is located, including, without limitation, the right, with or without legal process (to the extent permitted by law) and with or without prior notice or demand for performance (to the extent permitted by applicable law), to take possession of the Collateral and without liability for trespass (to the extent permitted by law) to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral (and for that purpose the Administrative Agent may, so far as the Grantors can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the Collateral therefrom) and, generally, to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, each of the Grantors agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Administrative Agent shall deem appropriate. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any

Grantor, and each of the Grantors hereby waives (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal which such Grantor or now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Administrative Agent shall give to the Borrower at least ten Business Days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. Each Grantor hereby acknowledges that ten Business Days prior written notice of such sale or sales shall be reasonable notice. Each Grantor hereby waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Parties' rights hereunder, including, without limitation, the right of the Administrative Agent following an Event of Default to take immediate possession of the Collateral and to exercise the Secured Parties' rights with respect thereto.

(c) Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. To the extent permitted by applicable law, at any such public or private sale, the Collateral, or any portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Secured Parties shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by applicable law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights, to the extent permitted by applicable law, being also hereby waived and released), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to any Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, (i) a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof, (ii) such Secured Party shall be free to carry out such sale pursuant to such agreement and (iii) none of the Grantors shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after such Secured Party shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Secured Parties may proceed by a suit or suits at law or in equity to foreclose upon the Collateral and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

(d) Any sale pursuant to the provisions of this Section 7 shall be deemed to conform to commercially reasonable standards as provided in Section 9-610 of the Local UCC or the UCC of any other jurisdiction in which Collateral is located or any other requirement of applicable law. Without limiting the foregoing, each Grantor agrees and acknowledges that, to the extent that applicable law imposes duties on the Administrative Agent and the other Secured Parties to exercise remedies in a commercially reasonable manner, it shall be commercially reasonable for the Secured Parties to do any or all of the following: (i) fail to incur expenses deemed significant by the Secured Parties to prepare Collateral for disposition or otherwise to complete raw materials or work in process into finished goods or other finished products for disposition; (ii) fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) fail to exercise collection remedies against Account Debtors or other persons obligated on Collateral or to remove Liens on any Collateral, (iv) exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) contact other Persons, whether or not in the same business as the Grantors, for expressions of interest in acquiring all or any portion of the Collateral, (vii) hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) dispose of Collateral utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have a reasonable capability of doing so, or that match buyers and sellers of assets, (ix) disclaim dispositions of warranties, (x) purchase (or fail to purchase) insurance or credit enhancements to insure the Secured Parties against risk of loss, collection or disposition of Collateral or to provide to the Secured Parties a guaranteed return from the collection or disposition of Collateral, or (xi) to the extent deemed appropriate by the Administrative Agent, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral. Nothing in this Section 7 shall be construed to grant any rights to the Grantors or to impose any duties on the Secured Parties that would not have been granted or imposed by this Security Agreement or applicable law in the absence of this Section 7 and the parties hereto acknowledge that the purpose of this Section 7 is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent and the other Secured Parties would be deemed commercially reasonable in the exercise by the Secured Parties of remedies against the Collateral and that other actions or omissions by the Administrative Agent or any other Secured Party shall not be deemed commercially unreasonable solely on account of not being set forth in this Section 7.

(e) For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Section, each Grantor hereby grants to the Administrative Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Administrative Agent shall be exercised, at the option of the Administrative Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction

entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default. Any royalties and other payments received by the Administrative Agent shall be applied in accordance with Section 8.

Section 8. Application of Proceeds of Sale

The Administrative Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, *first*, to the payment of all reasonable costs and expenses incurred by the Secured Parties in connection with such collection or sale or otherwise in connection with this Security Agreement, any other Loan Document or any of the Obligations, including all court costs and the reasonable fees and expenses of their respective agents and legal counsel, the repayment of all advances made by the Secured Parties hereunder or under any other Loan Document on behalf of any Grantor and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document, *second*, to the payment in full of the Obligations, and *third*, to the Grantors, their respective successors or assigns, or as a court of competent jurisdiction may otherwise direct. The Secured Parties shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Security Agreement. Upon any sale of the Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

Section 9. Reimbursement of the Secured Parties

(a) Each of the Grantors shall, jointly with the other Grantors and severally, pay upon demand to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees, other charges and disbursements of counsel and of any experts or agents, that any Secured Party may incur in connection with (i) the administration, including without limitation, amendments, modifications and waivers of this Security Agreement relating to such Grantor or any of its property, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral owned or held by or on behalf of such Grantor, (iii) the exercise, enforcement or protection of any of the rights of the Secured Parties hereunder relating to such Grantor or any of its property or (iv) the failure by such Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each of the Grantors shall, jointly with the other Grantors and severally, indemnify each Secured Party and its directors, officers, employees, advisors, agents, successors and assigns (each an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, other charges and disbursements, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery by such Grantor of this Security Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by such Grantor of its obligations under the Loan Documents and the other transactions contemplated thereby or (ii) any claim, litigation, investigation or

proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto, *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section shall remain operative and in full force and effect regardless of the termination of this Security Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Security Agreement or any other Loan Document or any investigation made by or on behalf of any Secured Party. All amounts due under this Section shall be payable on written demand therefor and shall bear interest at the Post Default Rate.

Section 10. Waivers; Amendment

(a) No failure or delay of the Secured Parties in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Secured Parties hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Security Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Grantor in any case shall entitle such Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into by, between or among the Administrative Agent, the Borrower and any other parties hereto with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 11.8 of the Loan Agreement.

Section 11. Securities Laws; Registration Rights

(a) In view of the position of the Grantors in relation to the Pledged Securities, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "*Federal securities laws*") with respect to any disposition of the Pledged Securities permitted hereunder. Each of the Grantors understands that compliance with the Federal securities laws might very strictly limit the course of conduct of the Administrative Agent if the Administrative Agent was to attempt to dispose of all or any part of the Pledged Securities, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Securities could dispose of the same. Similarly, there may be other legal restrictions or

limitations affecting the Administrative Agent in any attempt to dispose of all or part of the Pledged Securities under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each of the Grantors recognizes that in light of such restrictions and limitations, the Administrative Agent may, with respect to any sale of the Pledged Securities, limit the purchasers to those who will agree, among other things, to acquire such Pledged Securities for their own account, for investment, and not with a view to the distribution or resale thereof. Each of the Grantors acknowledges and agrees that in light of such restrictions and limitations, the Administrative Agent, in its sole and absolute discretion (i) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Securities, or any part thereof, shall have been filed under the Federal securities laws and (ii) may approach and negotiate with a single potential purchaser to effect such sale. Each of the Grantors acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Administrative Agent shall incur no responsibility or liability to any Grantor, any Secured Party or any other Person for selling all or any part of the Pledged Securities at a price that the Administrative Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Administrative Agent sells.

(b) Each of the Grantors agrees that, upon the occurrence and during the continuance of an Event of Default, if for any reason the Administrative Agent desires to sell any of the Pledged Securities owned or held by or on behalf of such Grantor at a public sale, it will, at any time and from time to time, upon the written request of the Administrative Agent, use its best efforts to take or to cause the issuer of such Pledged Securities to take such action and prepare, distribute or file such documents, as are required or advisable in the reasonable opinion of counsel for the Administrative Agent to permit the public sale of such Pledged Securities. Each of the Grantors further agrees, jointly with the other Grantors and severally, to indemnify, defend and hold harmless the Administrative Agent and each other Secured Party, any underwriter and their respective officers, directors, affiliates and controlling persons from and against all loss, liability, reasonable expenses, reasonable costs of counsel (including reasonable fees and expenses of legal counsel), and claims (including the costs of investigation) that they may incur, insofar as such loss, liability, expense or claim, as applicable, relates to such Grantor or any of its property, and arises out of or is based upon any alleged untrue statement of a material fact contained in any prospectus (or any amendment or supplement thereto) or in any notification or offering circular, or arises out of or is based upon any alleged omission to state a material fact required to be stated therein or necessary to make the statements in any thereof not misleading, except insofar as the same may have been caused by any untrue statement or omission based upon information furnished in writing to such Grantor or the issuer of such Pledged Securities, as applicable, by the Administrative Agent expressly for use therein. Each of the Grantors further agrees, upon such written request referred to above, to use its best efforts to qualify, file or register, or cause the issuer of such Pledged Securities to qualify, file or register, any of the Pledged Securities owned or held by or on behalf of such Grantor under the Blue Sky or other securities laws of such states as may be requested by the Administrative Agent and keep effective, or cause to be kept effective, all such qualifications, filings or registrations. Each of

the Grantors will bear all reasonable costs and expenses of carrying out its obligations under this Section. Each of the Grantors acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section and that such failure would not be adequately compensable in damages, and therefore agrees that its agreements contained in this Section may be specifically enforced.

Section 12. Security Interest Absolute

All rights of the Administrative Agent hereunder, the Security Interest and all obligations of each of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Loan Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement, any other Loan Document or any other agreement or instrument relating to any of the foregoing, (c) any exchange, release or non-perfection of any Lien on any other collateral, or any release or amendment or waiver of, or consent under, or departure from, any guaranty, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or in respect of this Security Agreement or any other Loan Document other than the indefeasible payment of the Obligations in full in cash.

Section 13. Notices

All communications and notices hereunder shall be in writing and given as provided in Section 11.1 of the Loan Agreement. All communications and notices hereunder to any Grantor shall be given to it at the address for notices set forth on Schedule II.

Section 14. Binding Effect; Several Agreement; Assignments

Whenever in this Security Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor that are contained in this Security Agreement shall bind and inure to the benefit of each party hereto and its successors and assigns. This Security Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Grantor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Administrative Agent and such other Secured Parties and their respective successors and assigns, except that none of the Grantors shall have the right to assign its rights or obligations hereunder or any interest herein or in the Collateral without the prior written consent of each of the Secured Parties (and any such attempted assignment without such consent shall be void), except as expressly contemplated by this Security Agreement or the other Loan Documents. This Security Agreement shall be construed as a separate agreement with respect to each of the Grantors and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

Section 15. Survival of Agreement; Severability

(a) All covenants, agreements, representations and warranties made by the Grantors herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Security Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the execution and delivery of any Loan Documents and the making of any Loan or other extension of credit, regardless of any investigation made by the Secured Parties or on their behalf and notwithstanding that any Secured Party may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended under the Loan Agreement, and shall continue in full force and effect until this Security Agreement shall terminate.

(b) In the event any one or more of the provisions contained in this Security Agreement or any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 16. GOVERNING LAW

THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY.

Section 17. Counterparts

This Security Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract (subject to Section 14), and shall become effective as provided in Section 14. Delivery of an executed counterpart of this Security Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Security Agreement.

Section 18. Headings

Section headings used herein are for convenience of reference only, are not part of this Security Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Security Agreement.

Section 19. Jurisdiction; Consent to Service of Process

(a) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New Jersey State court or federal court of the United States of America sitting in New Jersey, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Security Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties

hereto hereby irrevocably and unconditionally agrees that, to the extent permitted by applicable law, all claims in respect of any such action or proceeding may be heard and determined in such New Jersey State or, to the extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Security Agreement shall affect any right that any Secured Party or any other party hereto may otherwise have to bring any action or proceeding relating to this Security Agreement or the other Loan Documents in the courts of any jurisdiction.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Security Agreement or the other Loan Documents in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 13. Nothing in this Security Agreement will affect the right of any Secured Party or any other party to this Security Agreement to serve process in any other manner permitted by law.

Section 20. WAIVER OF JURY TRIAL

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY SECURED PARTY OR ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH SECURED PARTY OR OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT, THE SECURED PARTIES AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ACCEPT OR ENTER INTO THIS SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 21. Additional Grantors

Upon execution and delivery after the date hereof by the Administrative Agent and a Subsidiary of an instrument in the form of Annex 2, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each of the Grantors hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Security Agreement.

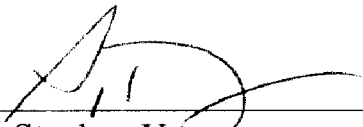
Section 22. LIMITATION OF LIABILITY

EXCEPT AS PROHIBITED BY LAW, EACH GRANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. EACH GRANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY CREDIT PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE CREDIT PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE CREDIT PARTIES TO ACCEPT THIS AGREEMENT, THE NOTES AND THE OTHER LOAN DOCUMENTS AND TO EXTEND CREDIT TO THE BORROWER.

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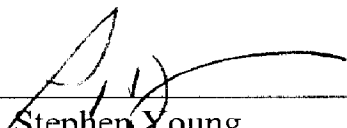
IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the day and year first above written.

VITAQUEST INTERNATIONAL INC.

By: 
Name: Stephen Young
Title: Vice President

100 LEHIGH DRIVE LLC.

By: VITAQUEST INTERNATIONAL INC.,
as Sole Member and Sole Managing Member

By: 
Name: Stephen Young
Title: Vice President

**FLEET NATIONAL BANK,
as Administrative Agent**

By: _____
Name: Robert Milas
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the day and year first above written.

VITAQUEST INTERNATIONAL INC.

By: _____

Name: Stephen Young

Title: Vice President

100 LEHIGH DRIVE LLC.

By: VITAQUEST INTERNATIONAL INC.,
as Sole Member and Sole Managing Member

By: _____

Name: Stephen Young

Title: Vice President

FLEET NATIONAL BANK,

as Administrative Agent

By:  _____

Name: Robert Milas

Title: Vice President

ANNEX 1 TO SECURITY AGREEMENT

FORM OF PERFECTION CERTIFICATE

Reference is made to the Loan Agreement, dated as of April 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between **VITAQUEST INTERNATIONAL INC.**, as Borrower, the Lenders from time to time party thereto and **FLEET NATIONAL BANK**, as Administrative Agent for the Lenders. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan Agreement and the Security Agreement (as defined in the Loan Agreement).

The undersigned, an authorized representative of the Borrower, hereby certifies to the Administrative Agent and the other Secured Parties as follows:

Section 1. Organization: Names; Identification

(a) The legal name of each of the Grantors, as such name appears in its organizational documents, is as follows:

Vitaquest International Inc.

100 Lehigh Drive LLC

(b) The jurisdiction of organization or formation of each of the Grantors is set forth opposite its name below:

<u>Grantor</u>	<u>Jurisdiction of Organization or Formation</u>
Vitaquest International Inc.	Delaware
100 Lehigh Drive LLC	New Jersey

(c) Set forth below is each other legal name each of the Grantors has had in the past five years, together with the date of the relevant change:

N/A

(d) Except as set forth in Schedule 1 hereto, none of the Grantors has changed its identity or organizational structure in any way within the past five years. Changes in identity or organizational structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of organization. If any such change has occurred,

include in Schedule 1 hereto the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

N/A

(e) The following is a list of all other names (including trade names or similar appellations) used by each of the Grantors or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

Garden State Nutritionals
Windmill Health Products
Celmark International
Celebrity Marking International

(f) Set forth below is the Federal Taxpayer Identification Number of each of the Grantors:

<u>Grantor</u>	<u>Federal Taxpayer Identification Number</u>
Vitaquest International Inc.	22-3437624
100 Lehigh Drive LLC	NONE

(g) Set forth below is the organizational identification number of each of the Grantors, if any, issued by the jurisdiction of such Grantor's organization:

<u>Grantor</u>	<u>Organizational Identification Number</u>
Vitaquest International Inc.	2614353
100 Lehigh Drive LLC	0600126795

Section 2. Current Locations

(a) The chief executive office of each of the Grantors is located at the address set forth opposite its name below and all books and records of each Grantor are maintained at its chief executive office:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
Vitaquest International Inc.	8 Henderson Drive West Caldwell, NJ 07006	Essex	NJ
	2 Henderson Drive West Caldwell, NJ 07006	Essex	NJ
100 Lehigh Drive LLC	100 Lehigh Drive Fairfield, NJ 07004	Essex	NJ

(b) Set forth below opposite the name of each Grantor are all the material places of its business not identified in paragraph (a) above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
Vitaquest International Inc.	100 Lehigh Drive Fairfield, NJ 07004	Essex	NJ
	21 Dwight Place Fairfield, NJ 07004	Essex	NJ
100 Lehigh Drive LLC	NONE		

(c) Set forth below opposite the name of each Grantor are all the locations where it maintains any Collateral not identified above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
Vitaquest International Inc.	CIT Logistics - 22F Commerce Road Fairfield, NJ 07004	Essex	NJ
	A PAK Inc.	Passaic	NJ

192 Beckwith Avenue
Paterson, NJ 07004

Oxford Express
133A Tierney Drive
Cedar Grove, NJ 07009

Essex NJ

100 Lehigh Drive LLC

NONE

(d) Set forth below opposite the name of each of the Grantors are the names and addresses of all persons other than such Grantor that have possession of any of its Collateral:

<u>Grantor</u>	<u>Name of Other Person</u>	<u>Mailing Address</u>	<u>State</u>
Vitaquest International Inc.	See response to (c) above		
100 Lehigh Drive LLC	NONE		

Section 3. Unusual Transactions. All Accounts Receivable and Pledged Debt have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

Section 4. Pledged Equity. Attached hereto as Schedule 2 is a true and correct list of all of the Pledged Equity owned or held by or on behalf of each of the Grantors, in each case setting forth the name of the issuer of such Pledged Equity, the number of any certificate evidencing such Pledged Equity, the registered owner of such Equity Interest, the number and class of such Pledged Equity and the percentage of the issued and outstanding Equity Interests of such class represented by such Pledged Equity. The Pledged Equity has been duly authorized and validly issued and is fully paid and nonassessable.

Section 5. Pledged Debt. Attached hereto as Schedule 3 is a true and correct list of (a) all of the Pledged Debt owned by or on behalf of each of the Grantors, in each case setting forth the name of the party from whom such Pledged Debt is owed or owing, the principal amount thereof, the date of incurrence thereof and the maturity date, if any, with respect thereto and (b) all unpaid intercompany transfers of goods sold and delivered, or services rendered, by or to any Grantor. All Pledged Debt owed or owing to each Grantor will be on and as of the date hereof evidenced by one or more promissory notes pledged to the Administrative Agent under the Security Agreement.

Section 6. Intellectual Property. Attached hereto as Schedule 4 is a true and correct list of Intellectual Property owned by or on behalf of each of the Grantors, in each case identifying each Copyright, Copyright License, Patent, Patent License, Trademark and Trademark License in sufficient detail and setting forth with respect to each such Copyright, Copyright License, Patent, Patent License, Trademark and Trademark License, the registration number, the date of registration, the jurisdiction of registration and the date of expiration thereof.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this 29th day of April,

VITAQUEST INTERNATIONAL INC.

By: _____

Name: Stephen Young

Title: Vice President

SCHEDULE 1 TO PERFECTION CERTIFICATE

Change in Identity or Organizational Structure

N/A

SCHEDULE 2 TO PERFECTION CERTIFICATE

Pledged Equity

1. 100% ownership interest in 100 Lehigh Drive, LLC.
2. 66.67% of Vitaquest's shares in Nu-Life Corporation:

Vitaquest's total shares of Nu-Life Corporation:

262,302,766 shares evidenced by certificate CUSIP 669948101
share certificate C01885
additional 2,355,500 shares

SCHEDULE 3 TO PERFECTION CERTIFICATE

Pledged Debt

- \$700,000 Promissory Note dated April 11, 2002 from Health & Nutrition systems International, Inc. to Vitaquest International Inc.
- \$23,000,000 Promissory Note dated October 28, 1999 from the Frankel 1999 Business Trust, to Vitaquest International Inc.
- \$1,500,000 Promissory Note dated May 13, 2002 from Goldshield Call Center Services, Inc. to Vitaquest International Inc.

SCHEDULE 4 TO PERFECTION CERTIFICATE

Intellectual Property

See attached trademark list

ANNEX 2 TO SECURITY AGREEMENT

FORM OF SUPPLEMENT

SUPPLEMENT NO. __, dated as of _____ (this "Supplement"), to the SECURITY AGREEMENT, dated as of April 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), among **VITAQUEST INTERNATIONAL INC.**, a Delaware corporation (the "*Borrower*"), the Subsidiaries of the Borrower party thereto and **FLEET NATIONAL BANK**, as Administrative Agent for the Secured Parties (in such capacity, the "*Administrative Agent*").

A. Reference is made to the Loan Agreement, dated as of April 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), by and among the Borrower, the Lenders from time to time party thereto, and the Administrative Agent. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan Agreement and the Security Agreement.

B. The Grantors have entered into the Security Agreement in order to induce the Credit Parties to make Loans to the Borrower. Section 21 of the Security Agreement provides that additional Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Loan Agreement to become a Grantor under the Security Agreement in order to induce the Credit Parties to make or participate in additional Loans and as consideration for Loans previously made.

Accordingly, the Administrative Agent and the New Grantor agree as follows:

Section 1. In accordance with Section 21 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor, and the New Grantor hereby assumes and agrees to be bound by all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "*Grantor*" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

Section 2. The New Grantor represents and warrants to the Administrative Agent and the other Secured Parties that (a) this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, (b) set forth on the Schedule attached hereto is a true and complete schedule of all of the information that would have been required to have been delivered by or on

behalf of the New Grantor pursuant to the Security Agreement, the Schedules thereto and the Perfection Certificate if the New Grantor had been originally named in the Security Agreement and (c) the representations and warranties made by it as a Grantor under the Security Agreement are true and correct on and as of the date hereof based upon the applicable information referred to in clause (b) of this Section.

Section 3. This Supplement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract. This Supplement shall become effective when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Administrative Agent. Delivery of an executed counterpart of this Supplement by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Supplement.

Section 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

Section 5. **THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY.**

Section 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision hereof in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 7. All communications and notices hereunder shall be in writing and given as provided in Section 13 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth in the Schedule hereto.

Section 8. The New Grantor agrees to reimburse the Secured Parties for their reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, disbursements and other charges of counsel for the Administrative Agent.

IN WITNESS WHEREOF, the New Grantor and the Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name of New Grantor]

By: _____
Name: _____
Title: _____

**FLEET NATIONAL BANK, as
Administrative Agent**

By: _____
Name: _____
Title: _____

SCHEDULE TO THE SUPPLEMENT

SCHEDULE I-A TO SECURITY AGREEMENT

TRADEMARKS

CYBERGENICS TRADEMARKS (VITAQUEST)

ALPHABETICAL LIST

<u>Mark</u>	<u>Ser./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Class</u>	<u>Status</u>	<u>Next Action</u>	<u>FLH Docket No.</u>	<u>Comment</u>
CRAVE BLOCKER	2,502,567	10/30/01	5	Registered	Section 8 & 15 due between 10/30/06- 07	8090	
CREATINE PUMP	2,277,568	9/14/99	5	Registered	Section 8 & 15 due between 9/14/04-05	8074	
CYBERBLAST	1,789,093	8/24/93	5	Section 8 & 15 filed 9/30/99	Renewal due 8/24/03	8075	August 24 due date
CYBERXTREME	2,209,583	12/8/98	5	Registered	Section 8 & 15 due between 12/8/03- 04	8089	
CYBERGENICS	1,409,162	9/16/86	5	Section 8 & 15 filed 12/11/92	Renewal due 9/16/06	8076	
CYBERGENICS FOR HARD GAINERS	2,546,801	3/12/02	5	Registered	Section 8 & 15 due between 3/12/07- 08	8077	
CYBERGENICS QUICK TRIM	1,869,194	12/27/94	5	Section 8 & 15 filed 1/22/01	Renewal due 12/27/04	8079	
CYBERGENICS SUPER FAT-LOSS	1,831,038	4/19/94	5	Sections 8 & 15 filed 8/29/00	Renewal due 4/19/04	8080	

CYBERGENICS TRADEMARKS (VITAQUEST)

ALPHABETICAL LIST

<u>Mark</u>	<u>Ser./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Class</u>	<u>Status</u>	<u>Next Action</u>	<u>FLH Docket No.</u>	<u>Comment</u>
CYBERPLEX	2,203,084	11/10/98	5	Registered	Section 8 & 15 due between 11/10/03-04	8081	
CYBERSYSTEM 7	2,451,747	5/15/01	5	Registered	Section 8 & 15 due between 5/15/06-07	8093	
CYBERTRIM	1,789,094	8/24/93	5	Section 8 & 15 filed 9/30/99	Renewal due 8/24/03	8082	August 24 due date
INFINITI	1,833,619	5/3/94	5	Sections 8 & 15 filed 8/30/00	Renewal due 5/3/04	8083	
METABO-MAX	75/669,006	3/26/99	5	Case still suspended	Await Suspension being lifted	8095	
PRECISION POWER	1,931,320	10/31/95	5	Section 8 & 15 filed 11/01/00	Renewal due 10/31/05	8087	
QUICKBUILD	2,011,050	10/22/96	5	Registered	Section 8 & 15 was due 4/22/02	8084	April 22 due date (FINAL)
QUICK TRIM	1,820,953	2/15/94	5	Section 8 & 15 filed 8/14/00	Renewal due 2/15/04	8085	
QUICK TRIM	2,337,614	4/4/00	5	Registered	Sections 8 & 15 due between 4/4/05-06		

CYBERGENICS TRADEMARKS (VITAQUEST)

ALPHABETICAL LIST

<u>Mark</u>	<u>Ser./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Class</u>	<u>Status</u>	<u>Next Action</u>	<u>FLH Docket No.</u>	<u>Comment</u>
SUPER WEIGHT LOSS	2,606,930	8/13/02	5	Registered	Section 8 & 15 due between 8/13/07/08	8096	
VORTEX	1,786,455	10/10/93	5	Section 8 & 15 filed 10/27/99	Renewal due 8/10/03	8088	August 10 due date

VITAQUEST TRADEMARKS, ALPHABETICAL LIST

<u>Mark</u>	<u>Ser./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Class</u>	<u>Status</u>	<u>Next Action</u>	<u>FLH Docket No.</u>	<u>Comment</u>
ACTIVATOR AM	75/660890	3/15/99	5	Further action suspended 6/22/00	Awaiting lifting of suspension		
ADIPOTROL	78/131379	5/28/02	5	Awaiting examination			
ADVANCED APPETITE SATISFYING WAFER	2,456,044	5/29/01	5	Registered	Section 8 & 15 Declaration due between 5/29/06-07		
ALOE ESSENCE	2,458,741	6/5/01	5	Registered (Supplemental Register)	Section 8 & 15 Declaration due between 6/5/06-07	8001	
AYURVITA	78/006964	5/5/00	5	Notice of Allowance issued 10/16/01	Third Extension of Statement of Use was due 4/16/03		
BACK-EZE	2,349,923	5/16/00	5	Registered	Section 8 & 15 Declaration due between 5/16/05-06	8002	
BIBLE POWER	76/120095	8/30/00	5	Notice of Allowance issued 11/20/01	Third Extension or Statement of Use due 5/20/03		<u>May 20 due date</u>
BIBLICAL FORMULATIONS	78/121775	4/15/02	5	Awaiting examination			
BLUEPRINT BOTANICALS	2,476,063	8/7/01	5	Registered	Section 8 & 15 Declaration due between 8/7/06-07		

VITAQUEST TRADEMARKS, ALPHABETICAL LIST

<u>Mark</u>	<u>Ser./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Class</u>	<u>Status</u>	<u>Next Action</u>	<u>FLH Docket No.</u>	<u>Comment</u>
BLUE RELIEF	78/103209	1/17/02	3	Published for Opposition 7/02/02	Awaiting Notice of Allowance		
CAL-BLOC	76/217261	2/28/01	5	Opposition filed 3/05/02	Opposition pending		
CARB-FREE	78/121780	4/15/02	5	Awaiting examination			
CARB-LESS	78/121784	4/15/02	5	Awaiting examination			
CARBOGIZER	76/025207	4/13/00	5	Notice of Allowance issued 4/3/01	Third Extension of Statement of Use was due 4/03/03		
CARBO-SHIELD	76/025208	4/13/00	5	Notice of Allowance issued 4/3/01	Third Extension of Statement of Use was due 4/3/03		
CARBO-SORB	76/025,204	4/13/00	5	Notice of Allowance issued 4/3/01	Third Extension of Statement of Use was due 10/3/02		
CARDIO COCKTAIL	2,304,534	12/28/99	5	Registered	Section 8 and 15 Declaration due between 12/28/04- 05	8003	
CARDIO COMPANION	2,303,819	12/28/99	5	Registered	Section 8 and 15 Declaration due between 12/28/04- 05		

VITAQUEST TRADEMARKS, ALPHABETICAL LIST

<u>Mark</u>	<u>Ser./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>class</u>	<u>Status</u>	<u>Next Action</u>	<u>FLH Docket No.</u>	<u>Comment</u>
CARDIOSELTZER	78/103197	1/17/02	5	Notice of Allowance issued 9/24/02	Second Extension or Statement of Use due 9/24/03		<u>September 24 due date</u>
CELEBRITY SLIM	78/041803	1/5/01	5	Notice of Allowance issued 12/04/01	Third Extension or Statement of Use due 6/04/03		<u>June 4 due date</u>
CELLUSLIM	2,332,130	3/21/00	5	Registered	Section 8 and 15 Declaration due between 3/21/05-06		
CELLUSLIM	1,647,835	6/18/91	3, 42	Renewed 9/25/01	Next Renewal due 6/18/11	8005	
CHANGES	2,237,956	4/13/99	5	Registered	Section 8 & 15 Declaration due between 4/13/04-05	8006	
CHOCOLACTIVE	2,456,081	5/29/01	5	Registered	Section 8 and 15 Declaration due between 5/29/06-07		
CHROMERELEASE	2,090,048	8/19/97	1	Registered	Section 8 & 15 Declaration due between 8/19/02-03	8007	
CITRI-LIFE	2,005,295	10/1/96	5	Section 8 & 15 Declaration filed 4/1/03	Renewal due 10/1/06	8008	
COUNTRY FARMS	1,289,772	8/14/84	5	Section 8 & 15 Declaration filed 7/20/90	Renewal due 8/14/04	8009	

VITAQUEST TRADEMARKS, ALPHABETICAL LIST

<u>Mark</u>	<u>Ser./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Class</u>	<u>Status</u>	<u>Next Action</u>	<u>FLH Docket No.</u>	<u>Comment</u>
CREABOLIC FIZZ	2,568,146	5/07/02	5	Registered	Section 8 & 15 Declaration due between 5/07/07-08		
CYTOGUARD	1,908,085	8/1/95	5	Section 8 & 15 Declaration filed 10/27/00	Renewal due 8/01/05	8010	
DERMA-PURE	1,844,044	7/12/94	3	Section 8 & 15 Declaration filed 9/8/00	Renewal due 7/12/04	8011	
DARE TO LOSE	78/131378	5/28/02	5	Awaiting examination			
DIET SLIM	2,346,877	5/2/00	5	Registered	Section 8 & 15 Declaration due between 5/2/05-06	8055	
DIETWORKS	2,048,355	3/25/97	5	Registered	Section 8 & 15 Declaration filed between 9/25/03	8012	Sept. 25 due date (FINAL)
DRIVE ALERT	2,448,197	5/1/01	5	Registered	Section 8 & 15 Declaration due between 5/1/06-07		
ELEVAN	78/087808	10/10/01	5	Published for Opposition 4/02/02	Request for Extension to Oppose filed by Hoffman La Roche (ELEVIT)		In settlement discussions
ENERGIZE YOUR BRAIN	2,457,817	6/5/01	5	Registered	Section 8 & 15 Declaration due between 6/5/06-07		

VITAQUEST TRADEMARKS, ALPHABETICAL LIST

<u>Mark</u>	<u>Ser./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Class</u>	<u>Status</u>	<u>Next Action</u>	<u>FLH Docket No.</u>	<u>Comment</u>
ESSENTIAL GREENS	2,114,261	11/18/97	5	Registered	Section 8 & 15 Declaration due between 11/18/02- 03	8014	<u>November 18 due date</u>
ESSENTIAL K PLUS	2,364,082	7/4/00	5	Registered	Section 8 & 15 Declaration due between 7/4/05-06		
FARM SCENE AND DESIGN	1,132,551	4/8/80	5	Renewed 2/14/01	Next Renewal due 4/8/10	8015	
FOODS PLUS	735,918	8/14/62	5	Renewal mailed 10/17/02	Next Renewal date 8/14/12	8017	
FOR MEN ONLY	2,146,851	3/24/98	5	Registered	Section 8 & 15 Declaration due between 3/24/03-04	8018	
FOR WOMEN ONLY	2,126,430	12/30/97	5	Registered (Supplemental Register)	Section 8 & 15 Declaration due between 12/30/02- 03	8019	<u>December 30 due date</u>
FOR WOMEN ONLY	1,681,685	3/31/92	42	Renewed 5/23/02	Next Renewal due 3/31/12	8073	
GASTROPLEX	2,211,770	12/15/98	5	Registered	Section 8 & 15 Declaration due between 12/15/03- 04	8020	

VITAQUEST TRADEMARKS, ALPHABETICAL LIST

<u>Mark</u>	<u>Ser./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Class</u>	<u>Status</u>	<u>Next Action</u>	<u>FLH Docket No.</u>	<u>Comment</u>
G-FORCE	78/092960	11/13/01	5	Notice of Allowance issued 8/20/02	Second Extension of Statement of Use due 8/20/03		<u>August 20 due date</u>
GINKGO FORCE	2,449,655	5/8/01	5	Registered	Section 8 & 15 Declaration due between 5/8/06-07		
GLUCOFLEX	2,498,908	10/16/01	5	Registered	Section 8 & 15 Declaration due between 10/16/06-07		
GLUCO SELTZER	75/927969	2/25/00	5	Notice of Allowance issued 10/23/01	Third Extension of Statement of Use due 4/23/03		<u>April 23 due date</u>
HEALTHY MALE	76/243900	11/2/00	5	Response to Office Action filed 2/13/02	Third party request for EOT to oppose filed		
HERBAFLU	78/055654	3/29/01	5	Notice of Allowance issued 12/11/01	Third Extension of Statement of Use due 6/11/03		<u>June 11 due date</u>
HEART DEFENSE	78/200287	1/06/03	5	Not yet assigned to examining attorney			
HERBAGESIC	2,298,621	12/7/99	5	Registered	Section 8 & 15 Declaration due between 12/7/04-05		

VITAQUEST TRADEMARKS, ALPHABETICAL LIST

<u>Mark</u>	<u>Ser./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Class</u>	<u>Status</u>	<u>Next Action</u>	<u>FLH Docket No.</u>	<u>Comment</u>
HERBSCIENCE	2,506,711	11/13/01	5	Registered	Section 8 & 15 Declaration due between 11/13/06- 07		
HIDDEN STRENGTH	1,482,129	3/29/88	5	Section 8 & 15 Declaration filed 3/25/94	Renewal due 3/29/08	8023	
HI-ENER-G	2,305,206	1/4/00	5	Registered	Section 8 & 15 Declaration due between 1/4/05-06	8024	
HOLLYWOOD SLIM	76/162270	11/10/00	5	Notice of Allowance issued 11/13/01	Third Extension of Statement of Use due 5/13/03		<u>May 13 due date</u>
INSIDE SECRET	2,007,162	10/8/96	5	Sec. 8 & 15 Declaration filed 4/3/03	Renewal 10/8/06	8026	
IRON BODIES	1,654,161	8/20/91	5	Renewed 12/15/01	Next Renewal due 8/20/11	8028	
IRON CUTS	2,197,661	10/20/98	5	Registered	Section 8 & 15 Declaration due between 10/20/03- 04	8029	
KAVA SUPREME	2,290,090	11/2/99	5	Registered	Section 8 & 15 Declaration due between 11/2/04-05		
L.D. COMPLETE	2,168,112	6/23/98	5	Registered	Section 8 & 15 Declaration due between 6/23/03-04	8031	

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LIFE SHAKE	76/025,209	4/13/00	5	Notice of Allowance issued 10/16/01	Fourth Extension Request or Statement of Use due 10/16/03		<u>October 16 due date</u>
LIP E	2,070,367	6/10/97	3	Registered	Section 8 & 15 Declaration due between 6/10/02-03	8032	<u>June 3 due date</u>
LIPO PM	2,456,045	5/29/01	5	Registered	Section 8 & 15 Declaration due between 5/29/06-07		
LIPOSTAT	2,169,656	6/30/98	5	Registered	Section 8 & 15 Declaration due between 6/30/03-04	8033	
MEGALEAN	2,297,025	11/30/99	5	Registered	Section 8 & 15 Declaration due between 11/30/04-05		
MENOCOM	2,112,341	11/11/97	5	Registered	Section 8 & 15 Declaration due between 11/11/02-03	8034	<u>November 11 due date</u>
MENOPRIM	2,251,848	6/8/99	5	Registered	Section 8 & 15 Declaration due between 6/8/04-05	8035	
MENOSOY	76/025206	4/13/00	5	Notice of Allowance issued 9/12/02	Statement of Use or first extension request was due 3/17/03		

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NATURAL FORMULAS FOR HEALTHY LIVING	78/103205	1/17/02	5	Notice of Allowance issued 11/12/02	Statement of Use due 5/12/03		<u>May 12 due date</u>
NATURAL SOLUTIONS	78/113962	3/11/02	5	Further action suspended 7/15/02	Awaiting lifting of suspension		
NA VITA LIFE	78/131375	5/28/02	5	Office Action mailed 9/23/02	Response to Office Action was due 3/23/03		
NEUROMAX	2,211,769	12/15/98	5	Registered	Section 8 & 15 Declaration due between 12/15/03- 04	8038	
NO OFFENSE	2,073,034	6/24/97	3	Registered	Section 8 & 15 Declaration due between 6/24/02-03	8039	
NUTRA BETIC	1,690,704	6/2/92	5	Renewal mailed 6/17/02	Next Renewal due 6/2/12	8040	
NUTRAVEIN	75/669,048	3/26/99	5	Notice of Allowance issued 4/4/00	Fifth (and last) Extension of Statement of Use was due 10/4/02		
NUTRIDERM	2,046,318	3/18/97	1	Registered	Section 8 & 15 Declaration due between 9/18/03	8041	<u>Statement of Use due (FINAL)</u>

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NUTRIGESIC	2,215,328	12/29/98	5	Registered	Section 8 & 15 Declaration due between 12/29/03- 04	8042	
NUTRITENSIVE	2,269,542	8/10/99	5	Registered	Section 8 & 15 Declaration due between 8/10/04-05		
NUTRITION RESOURCE CENTER	75/171,233	10/04/02	5	Office Action mailed 3/17/03	Response to Office Action due 9/17/03		<u>Sept. 17 due date</u>
NUTRITION WORKS	2,210,617	12/15/98	5	Registered	Section 8 & 15 Declaration due between 12/15/03- 04		
O-CRÈME	78/055537	3/28/01	3	Notice of Allowance issued 10/1/02	Second Extension or Statement of Use due 10/1/03		<u>October 1 due date</u>
OMEGA SLIM	78/039339	12/14/00	5	Notice of Allowance issued 11/20/01	Third Extension or Statement of Use due 5/20/03		<u>May 20 due date</u>
OSTEO-FIZZ	76/093870	7/21/00	5	Notice of Allowance issued 1/29/02	Third Extension or Statement of Use due 7/29/03		<u>July 29 due date</u>
OSTEOSELTZER	78/149,363	7/31/02	5	Office Action mailed 2/19/03	Response to Office Action due 8/19/03		<u>August 19 due date</u>
PATENT SLIM	78/131376	5/28/02	5	Office Action mailed 9/23/02	Response to Office Action was due 3/23/03		

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PERFECTING THE SCIENCE OF NATURE	2,347,614	5/2/00	5	Registered	Section 8 & 15 Declaration due between 5/2/05-06		
PHARMACIST'S SELECT	76/093,869	7/21/00	5	Office Action mailed 10/17/02	Response to Office Action was due 4/17/03		
PRAIRIE WAGON	1,329,862	4/9/85	29	Registered (20 years)	Renewal due 4/9/05	8045	
PROBIOLIN	2,337,888	4/4/00	5	Registered	Section 8 & 15 Declaration due between 4/4/05-06	8046	
PREVENTACOL	78/103210	1/17/02	5	Notice of Allowance issued 9/24/02	Second Extension Request or Statement of Use due 9/24/03		<u>September 24 due date</u>
PRO-DIGEST	78/103200	1/17/02	5	Notice of Allowance issued 9/24/02	Second Extension Request or Statement of Use due 9/24/03		<u>September 24 due date</u>
REJUVICARE	2,077,582	7/8/97	5	Registered	Section 8 & 15 Declaration due between 7/8/02-03	8050	<u>July 8 due date</u>
RESPIRON	2,215,327	12/29/98	5	Registered	Section 8 & 15 Declaration due between 12/29/03- 04	8052	

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SALUD VITAL	75/582,517	11/4/98	5	Office Action mailed 2/26/03	Response to Office Action due 8/26/03		<u>August 26 due date</u>
SEVEN DAY CLEANSING DIET	2,090,213	8/19/97	5	Registered	Section 8 & 15 Declaration due between 8/19/02-03	8054	<u>August 19 due date</u>
SUPER JUICE	1,982,572	6/25/96	5	Sec. 8 & 15 filed 7/31/02	Renewal 6/25/06	8057	
SYNDROME T	75/927,968	2/25/00	5	Office Action mailed 11/29/02	Response to Office Action due 5/29/03		<u>May 29 due date</u>
TAEFIT	78/200202	1/06/03	5	Not yet assigned to examining attorney			
THERMOGEL	78/133303	6/05/02	5	Notice of Allowance issued 2/11/03	Statement of Use due 8/11/03		<u>August 11 due date</u>
THERMO PURE	2,478,424	8/14/01	5	Registered	Section 8 & 15 Declaration due between 8/14/06-07		
THERMO-CARB	78/110458	2/22/02	5	Letter of suspension mailed 12/24/02	Awaiting lifting of suspension		
THERMOMAX	78/030948	10/17/00	5	Letter of suspension mailed 4/6/01	Awaiting lifting of suspension		
THERMO-STACK	76/224671	3/14/01	5	Letter of suspension mailed 3/19/02	Awaiting lifting of suspension		

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3-G	78/103194	1/17/02	5	Notice of allowance issued 11/12/02	Statement of Use due 5/12/02		<u>May 12 due date</u>
TRANQUIL DAY	75/552,465	9/14/98	5	Notice of Allowance issued 1/4/00	Statement of Use was due 1/4/03		<u>FINAL (NO more extensions)</u>
VISIBILITY	75/648,203	2/25/99	5	Notice of Allowance issued 1/4/00	Statement of Use was due 1/4/03	8059	<u>FINAL (NO more extensions)</u>
VITA BETIC	1,652,728	7/30/91	5	Renewed 10/19/01	Next Renewal 7/30/11	8060	
VITA VIDA	2,080,501	7/22/97	5	Registered	Section 8 & 15 Declaration due between 7/22/02-03	8061	<u>July 22 due date</u>
VITAQUEST	2,470,143	7/17/01	5	Registered	Section 8 & 15 Declaration due between 7/17/06-07	8062	
VITAQUEST INTERNATIONAL INC.	2,657,941	12/10/02	40, 42	Registered	Sec. 8 & 15 Declaration due 12/10/07-08	8101	
VITAQUEST INTERNATIONAL INC. (logo)	2,398,199	10/24/00	5	Registered	Section 8 & 15 Declaration due 10/24/05-06	8063	
WINDMILL (DIETARY FOOD SUPPLEMENTS)	1,368,559	11/5/85	3,5	Registered (20 years)	Next Renewal due 11/5/05	8066	

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WINDMILL (VITAMINS)	977,138	1/22/74	5	Renewed 6/30/94	Next Renewal due 1/22/04	8068	
WINDMILL HEALTH PRODUCTS	2,485,733	9/4/01	5	Registered	Section 8 & 15 Declaration due 9/4/06-07	8069	
X-TRA LITE	2,585,645	6/25/02	5	Registered	Section 8 & 15 Declaration due 6/25/07-08	8070	
ZENETROL	76/120,096	8/30/00	5	Notice of Allowance issued 12/25/01	Third Extension or Statement of Use due 6/25/03		<u>June 25 due date</u>
ZERO FAT	2,046,790	3/18/97	5	Registered	Section 8 & 15 Declaration due between 9/18/03	8072	<u>Statement of Use due (FINAL)</u>
ZYFLEX	78/131374	5/28/02	5	Notice of Allowance issued 2/25/03	Statement of Use due 8/25/03		<u>August 25 due date</u>

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SCHEDULE I-B TO SECURITY AGREEMENT

PATENTS

NONE

SCHEDULE I-C TO SECURITY AGREEMENT

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SCHEDULE II TO SECURITY AGREEMENT

GRANTORS

GRANTOR

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