

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keto, L.L.C.		02/17/2004	limited liability company: NEW JERSEY

RECEIVING PARTY DATA	
Name:	Merrill Lynch Business Financial Services Inc.
Street Address:	222 N. LaSalle St., 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 34		
Property Type	Number	Word Mark
Registration Number:	2055235	THE SOUTH PACIFIC HERBAL
Registration Number:	2082502	KAVA TONIN
Registration Number:	2105948	INTESTINALIA
Registration Number:	2108020	INTESTIN-KLENSE
Registration Number:	2413260	KETO SHAKE
Registration Number:	2468023	KET-O.J.
Registration Number:	2487343	KETATO
Registration Number:	2687640	KETO BAR
Registration Number:	2662280	KETO CRISP
Serial Number:	76088773	KETO
Serial Number:	76385432	CARBCOUNTERS
Serial Number:	76385433	KETO CARBCOUNTERS
Serial Number:	76505796	CARB KILLER
Serial Number:	76505797	KETO CARB KILLER

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Serial Number:	76512002	KETO MINI
Serial Number:	76525687	KETO SPORT
Serial Number:	76527810	KETO COCOA CRISP
Serial Number:	76528079	KETO CRAVE
Serial Number:	76532247	KETO QUICK
Serial Number:	76533371	KETO KIDS
Serial Number:	76533763	KETO ELF
Serial Number:	76535269	KETO GOOD MORNING
Serial Number:	76541577	KETO BETTER THAN RICE
Serial Number:	76546905	KETO QUICK BREAD
Serial Number:	76546906	LIVE LOW CARB WHILE EATING YOUR FAVORITE FOODS
Serial Number:	76546907	KETO
Serial Number:	76546908	KETO COOKIES
Serial Number:	76546909	KETO BREAD MIX
Serial Number:	76547113	KETO BUTTA
Serial Number:	76547114	KETO SWEET
Serial Number:	76547115	KETO CARB KOOLER
Serial Number:	76547116	KEETERS
Serial Number:	76547117	KETO KOOLER
Serial Number:	76547118	KETO CHIPS

**CORRESPONDENCE DATA**

Fax Number: (312)863-7865  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-201-3865  
Email: Sharon.Patterson@goldbergkohn.com  
Correspondent Name: Sharon Patterson  
Address Line 1: 55 E. Monroe St., Ste. 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4613.004 - KETO
NAME OF SUBMITTER:	Sharon Patterson

Total Attachments: 3  
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## TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 17th day of February 2004 by and between Keto, L.L.C., a New Jersey limited liability company (the "Customer"), and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("Lender").

### WITNESSETH

WHEREAS, pursuant to a certain WCMA Loan and Security Agreement No. 827-02067 dated as of February 17, 2004 and that certain WCMA Reducing Revolver Loan and Security Agreement No. 827-02068 dated as of February 17, 2004 and that certain WCMA Reducing Revolver Loan and Security Agreement No. 827-02069 dated as of February 17, 2004 all executed between the Customer and Lender (as amended or otherwise modified from time to time, the "Loan Agreements"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Customer to Lender, the Customer has granted to Lender a continuing security interest in certain of the Customer's assets, including, without limitation, the Collateral (as defined below);

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

1. Incorporation of Loan Agreements Definitions. The Loan Agreements and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreements.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Customer hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreements of, a continuing security interest in the Customer's entire right, title and interest in and to all of its Trademarks, including, without limitation, all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, any of the Trademarks; each license of any of the Trademarks in favor of the Customer as licensee, including, without limitation, to the extent such license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder, and all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Customer against third parties and damages for the past, present or future infringement or dilution of any of the Trademarks or any of the Trademarks licensed under any license of any of the Trademarks, or for injury to the goodwill associated with any of the Trademarks, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Collateral"). The term "Trademarks" shall mean all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof), including but not limited those set forth on Schedule A attached hereto.

3. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreements has been terminated in accordance with their terms.

4. Effect on Other Agreements: Cumulative Remedies. The Customer acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreements but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Trademarks, whether established hereby or by the Loan Agreements, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

5. Binding Effect: Benefits. This Mortgage shall be binding upon the Customer and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

6. APPLICABLE LAW: SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

**KETO, L.L.C.**

**By: LIFE SERVICES SUPPLEMENTS, INC., Sole Member**

By: \_\_\_\_\_  
Signature (1) Signature (2)  
\_\_\_\_\_ Printed Name Printed Name  
\_\_\_\_\_ Title Title  
Chy/CEO

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL  
SERVICES INC.

By: Jennifer Corkin  
Its Asst. Vice President

SCHEDULE A

TRADEMARKS

<b>Registration Number</b>	<b>Trademark Description</b>
2055235	The South Pacific Herbal
2082502	Kava Tonin
2105948	Intestin Alia
2108020	Intestin-Klense
2413260	Keto Shake
2468023	Ket-O.J.
2487343	Ketato
2687640	Keto Bar
2662280	Keto Crisp
76-088773	Keto (Stylized)
76-385432	Carbcounters
76-385433	Keto Carbcounters
76-505796	Carb Killer
76-505797	Keto Carb Killer
76-512002	Keto Mini
76-525687	Keto Sport
76-527810	Keto Cocoa Crisp
76-528079	Keto Crave
76-532247	Keto Quick
76-533371	Keto Kids
76-533763	Keto Elf
76-535269	Keto Good Morning
76-541577	Keto Better Than Rice
76-546905	Keto Quick Break
76-546906	Live Low Carb While ...
76-546907	Keto
76-546908	Keto Cookies
76-546909	Keto Bread Mix
76-547113	Keto Butta
76-547114	Keto Sweet
76-547115	Keto Carb Cooler
76-547116	Keeters
76-547117	Keto Kooler
76-547118	Keto Chips
Applied For	Keto Better
Applied For	Keto Hot Cocoa
Applied For	Keto Ice Cream
Applied For	Keto Milk
Applied For	Keto Mix
Applied For	Keto Pizza Dough
Applied For	Keto Pudding
Applied For	Keto Sherbet Mix
Applied For	Keto Soy Shake
Applied For	Keto Crumbs
Applied For	Keto Hot Cereal
Applied For	Keto Nuts
Applied For	Keto Bread