

09-09-2003



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9-9-03

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To the Honorable Commissioner

102544230

he attached original documents or copy thereof.

1. Name of conveying party(ies):

UNICITY ACQUISITION CORPORTION
748 N. 1340 W
Orem, UT 84057

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

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

3. Nature of conveyance:

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

Execution Date: July 14, 2003

2. Name and address of receiving party(ies)

Name: Wells Fargo Business Credit, Inc.

Internal Address: MAC S4101-076

Street Address: 100 West Washington Street, 7th Floor

City: Phoenix State: AZ ZIP: 85003

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

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

A. Trademark Application No.(s)

SEE EXHIBIT A ATTACHED HERETO

B. Trademark registration No.(s)

SEE EXHIBIT B ATTACHED HERETO

Additional numbers attached? Yes No

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

Name: Mary E. Pischner

Internal Address:

Street Address: 201 East Washington, Suite 800

City: Phoenix State: AZ ZIP: 85004-2327

6. Total number of applications and registrations involved:

186

7. Total fee (37 CFR 3.41).....\$ \$4,665.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/09/2003 6TOM11 00000130 78014737

DO NOT USE THIS SPACE

01 FC:8521
02 FC:8522

40.00 DP
4625.00 DP

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.

Mary E. Pischner

Name of Person Signing

Signature

9-2-03

Date

Total number of pages comprising cover sheet:

15

EXHIBIT A
TRADEMARK APPLICATIONS

Count	Application No.	Count	Application No.
1	75/960,884	27	78/014,737
2	75/960,846	28	75/235903
3	78/113,055	29	78/077,714
4	75/306,102	30	75/015,900
5	75/037,648	31	74/702,935
6	78/068,779	32	76/113,576
7	78/078,148	33	78/204,231
8	78/124,482	34	78/078,251
9	78/124,378	35	76/138,935
10	78/113,357	36	78/124,513
11	78/028,694	37	78/099,681
12	78/113,282	38	78/124,525
13	75/235,903	39	78/204,249
14	75/284,653	40	78/204,225
15	75/716,014	41	78/001,697
16	76/488244	42	75/622,010
17	76/488245	43	75/596,417
18	76/488024	44	75/733,106
19	78/116,334	45	75/448,453
20	78/038,033	46	75/709,141
21	76/511,685	47	75/733,105
22	76/511686	48	75/596,418
23	78/042,725	49	75/733,108
24	75/235,905	50	75/755,759
25	78/057,061		
26	78/113,308		

**EXHIBIT B
TRADEMARK REGISTRATIONS**

Count	Registration No.	Count	Registration No.	Count	Registration No.
1	2,583,809	27	2,559,603	53	1,979,799
2	2,067,781	28	2,567,664	54	2,716,548
3	2,018,312	29	2,317,020	55	2,269,813
4	2,250,764	30	2,132,512	56	2,158,864
5	2,154,910	31	2,288,470	57	2,158,861
6	2,044,546	32	2,360,661	58	2,045,095
7	2,158,863	33	1,881,814	59	2,129,017
8	2,300,624	34	2,260,285	60	2,077,888
9	2,051,501	35	2,294,849	61	1,996,188
10	2,304,232	36	2,080,442	62	2,150,546
11	2,132,514	37	2,070,914	63	2,129,016
12	2,574,575	38	2,279,127	64	2,039,066
13	2,049,841	39	2,476,093	65	2,130,506
14	2,224,782	40	2,520,759	66	2,158,502
15	2,235,167	41	2,269,826	67	2,125,861
16	2,298,574	42	2,256,546	68	2,111,039
17	2,531,121	43	2,448,387	69	2,186,276
18	2,033,081	44	2,486,083	70	2,181,029
19	2,067,988	45	2,040,615	71	2,125,723
20	2,130,510	46	2,527,893	72	2,095,789
21	2,330,508	47	2,501,154	73	2,133,338
22	2,239,091	48	2,069,301	74	2,574,574
23	2,143,738	49	2,043,695	75	1,996,214
24	2,644,540	50	2,146,409	76	1,865,553
25	2,582,318	51	2,322,316	77	2,242,822
26	2,263,958	52	2,633,376	78	2,037,289

EXHIBIT B
TRADEMARK REGISTRATIONS

Count	Registration No.	Count	Registration No.	Count	Registration No.
79	2,130,505	105	2,446,905	131	2,019,896
80	2,132,511	106	1,986,330	132	2,443,362
81	1,898,538	107	1,977,388	133	2,446,614
82	2,044,544	108	1,882,762	134	2,192,834
83	2,669,338	109	2,326,740	135	2,441,575
84	2,141,025	110	2,373,365	136	2,423,718
85	2,130,504	111	1,967,435		
86	2,130,538	112	1,751,784		
87	2,187,246	113	2,322,401		
88	2,196,780	114	2,322,403		
89	2,158,862	115	2,322,402		
90	2,044,547	116	2,133,382		
91	2,005,214	117	1,843,459		
92	2,218,445	118	2,564,133		
93	2,574,331	119	2,335,872		
94	2,517,474	120	1,834,312		
95	2,326,841	121	2,443,227		
96	2,446,904	122	2,592,007		
97	1,526,482	123	2,446,903		
98	1,901,449	124	2,209,369		
99	1,830,261	125	2,417,572		
100	2,017,145	126	2,327,204		
101	1,967,435	127	2,441,575		
102	2,018,183	128	1,843,458		
103	1,801,655	129	2,091,170		
104	2,139,784	130	2,211,820		

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of July 14, 2003 is made by and between UNICITY ACQUISITION CORPORATION, a Delaware corporation, whose address and place of business is 748 N. 1340 W, Orem, Utah 84057 (the "Debtor"), and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation, whose address and principal place of business is 100 West Washington Street, Phoenix, Arizona 85003 (the "Secured Party").

Recitals

The Debtor and the Secured Party have entered into a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B. Debtor's registered internet domain names are listed on Exhibit B and each of them constitutes a

trademark or service mark included within the definition of "Trademarks" in this Agreement.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct name of the Debtor is Unicity Acquisition Corporation. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof, and accurately lists all applications for patents pending on the date hereof.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) **No Sale.** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** Unless otherwise agreed by Secured Party, the Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable. Debtor will diligently pursue all pending applications for patents and will take all reasonable actions to insure issuance thereof.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time during a Default Period under the Credit Agreement to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon

the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

(k) ***Intent to Use Applications.*** Debtor has or may have in the future considered the adoption of trademarks or service marks for which it has or will file applications for registration with the United States Patent and Trademark Office under Section 1 (b) of the Trademark Act ("intent to use"). The trademarks for which applications are so filed, and the applications filed in connection therewith are not Trademarks and are not subject to the security interest created herein. Debtor agrees that it will be an Event of Default under this Agreement if at any time any other person acquires any interest, including a security interest, in the trademarks or the applications. Debtor further agrees that upon issuance by the United States Patent and Trademark Office of any registration of any such marks, the marks so registered at that time shall become Trademarks under this Agreement and shall be subject to the security interest granted hereunder. Debtor shall use its best efforts to notify Secured Party of the issuance of any such registration, and shall, unless otherwise agreed by Secured Party, execute any document required at that time to perfect the security interest in such marks, and failure to do so shall be an Act of Default under this Agreement.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

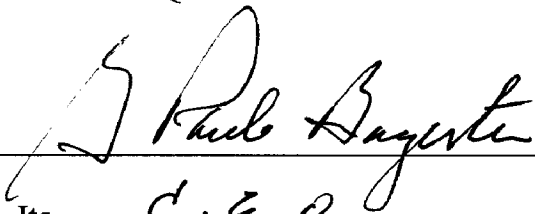
7. **Miscellaneous.** This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing

signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Arizona without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

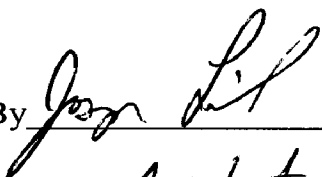
THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

UNICITY ACQUISITION CORPORATION

By 
Its C.E.O.

WELLS FARGO BUSINESS CREDIT, INC.

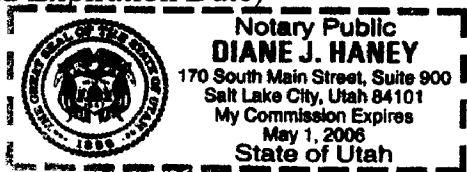
By 
Its Assistant Vice President

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 14th day of July, 2003, by Plenn Paulo Banzator, the Chief Executive Officer of Uhicity Acquisition Corporation, a Delaware corporation, on behalf of the corporation.

(Seal and Expiration Date)



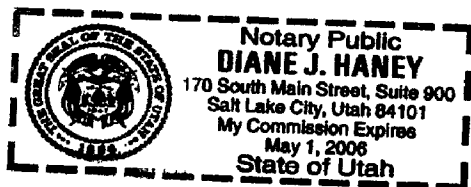
Diane J. Haney
Notary Public

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 14th day of July, 2000, by Joseph Lisack, a Asst. Vice President of Wells Fargo Business Credit, Inc., on behalf of the corporation.

(Seal and Expiration Date)



Diane Haney
Notary Public

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Method and composition for reducing serum cholesterol	4,824,672	April 25, 1989
Method and composition for reducing serum cholesterol	4,883,788	November 28, 1989

PATENTS PENDING

<u>Serial Number</u>	<u>Date Filed</u>
60/285,508	April 20,2001

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Registration No.		
ABORIGINAL GOLD	2,583,809	ENRICHED CHITOSAN	-----
ACORN COLLECTION	2,067,781	COMPLEX	2,070,914
ACTICISE	2,018,312	ENRICH INTERNATIONAL	-----
ALLERCALM	2,250,764	& Design □	2,279,127
AQUAPRIMA	2,154,910	ENRICH INTERNATIONAL	-----
AROMAFRESH	2,044,546	& Design !	2,476,093
ARTH	2,158,863	ENRICH INTERNATIONAL	-----
B.A.L.A.N.C.E.D. & Design	2,300,624	& Design !	2,520,759
BIOBLAST	2,051,501	ENRICH METABOLIC	-----
BIOPRIME	2,304,232	COMPLEX	2,269,826
BM&C	2,132,514	ENRICHING LIVES, ONE PERSON AT---	
BONEMATE	2,574,575	A TIME	2,256,546
BOOM BOX	2,049,841	ENRICH & THIN	2,448,387
BOTANAPLEX	2,224,782	ENRICH & THIN	2,486,083
BOTANASOME	2,235,167	ENRIDOLE 3-C	2,040,615
BOTANASPHERE	2,298,574	EQUALEAN	2,527,893
CARBO-BALANCE	2,531,121	FOR YOUR HEALTH &	-----
CARDIOHEALTH	2,033,081	WELL-BEING	2,501,154
CHITORICH	2,067,988	GEST AID	2,069,301
CHLOROPLASMA	2,130,510	GESTAID PLUS	2,043,695
CHROMATONE	2,330,508	GLUCOSAMINE AJF	2,146,409
CLEANSE-BURN-BUILD	2,239,091	HAWAIIAN NONI	2,322,316
CLEANSE PACK	2,143,738	HERBAL VOLTAGE	2,633,376
CM PLEX	2,644,540	HOME BASICS	1,979,799
DAY OF LUXURY	2,582,318	IMMUNIZEN	2,716,548
DIA	2,263,958	IMPROVED SNUZ PLUS	2,269,813
DR. BERMAN=S	2,559,603	INCREASE	2,158,864
E INTERNATIONAL	2,567,664	INCREASE	2,158,861
E INTERNATIONAL	2,317,020	INNERBURST	2,045,095
ENDIDA	2,132,512	I-PLUS	2,129,017
ENDODERM	2,288,470	LC TONE	2,077,888
ENRICH	2,360,661	LIFE PATH	1,996,188
ENRICH	1,881,814	LIFIBER	2,150,546
ENRICH (SM)	2,260,285	LIQUIPRIME	2,129,016
ENRICH	2,294,849	LIQUITRIM	2,039,066
ENRICH & Design ,	2,080,442	MAXI-CHEL	2,130,506
		MENO	2,158,502

NATIVE LEGEND TEA	2,125,861	CELLULAR ESSENTIALS	2,018,183
NATURE=S BLEND	2,111,039	CLEAR SOURCE	1,801,655
NATURE=S LABS	2,186,276	CLEAR THOUGHTS	2,139,784
NATURE=S LABS & Design	2,181,029	COGNO BLEND	2,446,905
NATURE=S TEA	2,125,723	DEFEND-OL	1,986,330
NUTRIBLITZ	2,095,789	ENZYGEN	1,977,388
PARAWAY	2,133,338	GLYCO-ACTIVE	1,882,762
PHYTOPATH	2,574,574	HERBALS DESIGN	2,326,740
PLATEAU BREAKER	1,996,214	H-CARE	2,373,365
POWER TRIM	1,865,553	INTERN-OL	1,967,435
POWER TRIM	2,242,822	IN-VIGOR-OL	1,751,784
PROBIONIC	2,037,289	MENO-BASICS	2,322,401
PVF	2,130,505	MENO-BLEND	2,322,403
RED CLOVER PLUS	2,132,511	MENO-ESSENTIALS	2,322,402
REV	1,898,538	META-ESSENT-OL	2,133,382
REV COMPLETE	2,044,544	METABA-TROL	1,843,459
RXA3	2,669,338	MYOCAP P.M.	2,564,133
SENSATIABLES	2,141,025	NUTRITIONALS DESIGN	2,335,872
SKB	2,130,504	NATURE FORCE	1,834,312
SLB	2,130,538	OSTEO-BASICS	2,443,227
STRESS AID	2,187,246	OSTEO-ESSENTIALS	2,592,007
SUPER BP	2,196,780	PASSION BLEND	2,446,903
SYNCRON 7	2,158,862	PERFORMANCE ESSENTIALS	2,209,369
SYNNERCHI	2,044,547	POWER GENERATION	2,417,572
THERMOLEAN	2,005,214	PROPORTION	2,327,204
UNIVERSITY OF ENRICH	2,218,445	QUAD-PLEX	2,441,575
VISUTEIN	2,574,331	RELIEV-OL	1,843,458
WPI & Design	2,517,474	SHOWCASE NUTRITIONALS	2,091,170
AESTIVAL DESIGN	2,326,841	SMOKEASE	2,211,820
BALANCE BLEND	2,446,904	TRAUM-EX	2,019,896
BIOS & Design	1,526,482	ULTIMATE PERFORMANCE	2,443,362
BIOS LIFE 2	1,901,449	VASCULAR COMPLETE	2,446,614
CALMPLEX	1,830,261	VISION ESSENTIALS	2,192,834
CALMPLEX-2000	2,017,145	QUAD-PLEX	2,441,575
CARDIO-BASICS	1,967,435	WOMEN'S FORMULA PLUS	2,423,718

APPLICATIONS

Mark	Application No.		
3D Nutrition	75/960,884	PB-1 EFA ¹	75/235903
3 DIMENSIONAL NUTRITION	75/960,846	PMS ESSENTIALS	78/077,714
BE	78/113,055	SECRETS OF WELLNESS	75/015,900
BOTANALIPIDS	75/306,102	TARGETED NUTRITIONALS ²	74/702,935
CARDIO ESSENTIALIS	75/037,648	UNICITY	76/113,576
CHOCOLATE RX	78/068,779	UNICITY DAILY	-----
CORE HEALTH PACK	78/078,148	NUTRITIONALS	78/204,231
DAY ENERGY	78/124,482	UNICITY LINK	78/078,251
DAY VEIL	78/124,378	UNICITY NETWORK	76/138,935
DAILY PRODUCE 24	78/113,357	UNICITY NETWORK	-----
DAY OF LUXURY	78/028,694	& Design	78/124,513
DR. BERMAN=S	78/113,282	UNICITY NETWORK	-----
EFA	75/235,903	MAKE LIFE BETTER	78/099,681
E International & Design	75/284,653	UNICITY NETWORK MAKE	-----
ENRICH	75/716,014	LIFE BETTER & Design	78/124,525
LEAN CONTROL	76/488244	UNICITY TARGETED	-----
LEAN CONTROL PLUS	76/488245	NUTRITIONALS	78/204,249
LEAN START	76/488024	UNICITY WEIGHT MANAGEMENT----	
LIFE FUEL	78/116,334	NUTRITIONALS	78/204,225
LIVER ESSENTIALS	78/038,033	WELLNESS, PREVENTION &	-----
LOOK BETTER, FEEL BETTER		& INTERVENTION	78/001,697
LIVE BETTER	76/511,685	BODY SYNERGY	75/622,010
LOOK BETTER, FEEL BETTER AND		CALMING BLEND	75/596,417
LIVE BETTER	76/511686	CARB EXLPOSITION!	75/733,106
LOVE RX	78/042,725	CARDIO BALANCE	75/448,453
MEGAMINS	75/235,905	CLEAR SOURCE DESIGN	75/709,141
MEMORY MARVEL	78/057,061	CREATINE NOW!	75/733,105
NANOMINS	78/113,308	IMMUNO BLEND	75/596,418
NEW DIMENSIONS IN	-----	LOW OZ	75/733,108
WELLNESS	78/014,737	ULTIMATE PERFORMANCE	-----
		& Design	75/755,759

¹Application abandoned after marketing decision to change product name.

²Application suspended pending Opposition between 3rd parties.