

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAL Laboratories, Inc.		12/31/2003	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Collateral Agent
Street Address:	231 S. LaSalle Street
Internal Address:	IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1771061	PAL
Registration Number:	2615187	NAT WAY
Serial Number:	78211254	NUTRIKWIK

CORRESPONDENCE DATA	
Fax Number:	(919)286-8199
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919 286-8028
Email:	PTO_TMconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	2200 West Main Street
Address Line 2:	Suite 800
Address Line 4:	Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	017625.2505
NAME OF SUBMITTER:	Charles L. Evans

OP \$90.00 1771061

Total Attachments: 3

source=ngsi PAL#page1.tif

source=ngsi PAL#page2.tif

source=ngsi PAL#page3.tif

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of December 31, 2003 (the "Security Agreement") by and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The Grantors and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PAL LABORATORIES, INC.,
a Florida corporation

By: 

Name: Bertin J. Perez

Title: Executive Vice President, CFO

Grantor's Address:
10655 NW 29 Terrace & 10400 NW 29 Terrace
Miami, FL 33172

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____

Name:

Title:

CHAR1\736439_1

TRADEMARK
REEL: 002822 FRAME: 0093

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of December 31, 2003 (the "Security Agreement") by and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The Grantors and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PAL LABORATORIES, INC.,
a Florida corporation

By: _____
Name:
Title:

Grantor's Address:
10655 NW 29 Terrace & 10400 NW 28 Terrace
Miami, FL 33172

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: KRISTINE THENNES
Title: Vice President

CHAR1\736439_1

TRADEMARK
REEL: 002822 FRAME: 0094

Schedule 1

PAL Laboratories, Inc.
(Florida Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
NAT WAY	2615187	9/3/02
PAL and Design	1771061	5/18/93

Pending Application

Mark	Appl. No.	Filing Date
NUTRAKWIK (Stylized)	78211254	2/5/03