

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inobys LLC		05/27/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Mizuho Corporate Bank, Ltd. (as the Security Agent)
Street Address:	1-1-3 Marunouchi, Chiyoda-ku
City:	Tokyo
State/Country:	JAPAN
Postal Code:	100-8210
Entity Type:	Banking Corporation: JAPAN

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	2583258	INOBYs
Serial Number:	75731072	INOBYs
Serial Number:	75857121	INOBYs
Serial Number:	76299194	FRULATTE
Serial Number:	76327803	MEAL IN MOTION
Serial Number:	76346258	SMILE. I'M GOOD FOR YOU.
Serial Number:	78217574	INNOCARE

CORRESPONDENCE DATA	
Fax Number:	(415)268-7522
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415 268 6831
Email:	rlal@mofo.com
Correspondent Name:	Miho M. Kubota
Address Line 1:	Morrison & Foerster LLP, 425 Market St.
Address Line 4:	San Francisco, CALIFORNIA 94105-2482

CH \$190.00 2583258

ATTORNEY DOCKET NUMBER:

13212-69

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Miho M. Kubota / Ritasha Lal

Total Attachments: 10

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 27, 2004, is made between INOBYS LLC, a Delaware limited liability company (the “**Grantor**”), and MIZUHO CORPORATE BANK, LTD., a Japanese banking corporation, as security agent for the Secured Parties referred to below (in such capacity, the “**Security Agent**”).

### RECITALS

A. Shaklee Japan Kabushiki Kaisha, a Japanese corporation, the lenders from time to time party thereto (collectively, the “**Credit Facility Lenders**”), and the Security Agent (among others) are parties to a Credit Agreement dated as of May 25, 2004 (the “**Japan Credit Agreement**”).

B. Shaklee Corporation, a Delaware corporation (the “**US Borrower**” and, together with the Japanese Borrower, the “**Borrowers**”), the Administrative Agent, Mizuho Corporate Bank, Ltd., Los Angeles Agency, as Issuing Bank and the other banks from time to time party thereto (the Issuing Bank and such other banks, collectively, the “**L/C Facility Lenders**” and, together with the Credit Facility Lenders, the “**Lenders**”) are parties to a Letter of Credit Facility Agreement dated as of May 25, 2004 (the “**L/C Credit Agreement**” and together with the Japan Credit Agreement, the “**Credit Agreements**”).

C. It is a condition precedent to the making of the Loans and issuing the Letters of Credit under the Credit Agreements that the Grantor enter into this Agreement and grant to the Security Agent for the ratable benefit of the Secured Parties, the security interests hereinafter provided to secure the obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

#### 1. Definitions; Interpretation.

1.1 Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Japan Credit Agreement or the Guaranty.

1.2 Certain Defined Terms. As used in this Agreement (including in the recitals hereof), the following terms shall have the following meanings:

“**Collateral**” has the meaning set forth in Section 2.1.

“**Event of Default**” means an “Event of Default” under (and as defined in) either the Japan Credit Agreement or the L/C Credit Agreement.

“**PTO**” means the United States Patent and Trademark Office.

“**Secured Obligations**” means (i) the “Guaranteed Obligations” of the Grantor as defined in the Guaranty and the indebtedness, liabilities and other obligations of the Grantor to the Secured Parties under this Agreement and any other Guarantor Document, and (ii) the

indebtedness, liabilities and other obligations of the Grantor to the Secured Parties under or in connection with the L/C Credit Agreement, the Letters of Credit and the other Loan Documents, including all Unpaid Drawings (as defined in the L/C Credit Agreement) under the Letters of Credit, all interest accrued thereon, all fees due under the L/C Credit Agreement and all other amounts payable by the US Borrower to the Secured Parties under or in connection therewith, in each case, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against the Grantor of any Insolvency Proceeding naming any such Person as the debtor in such proceeding.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

1.3 Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

1.4 Interpretation. The rules of interpretation set forth in Section 1.2 of the Japan Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

## 2. Security Interest.

2.1 Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants to the Security Agent on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “**Collateral**”):

(a) all United States state (including common law) and federal trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets set forth in clause (a);

(c) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(d) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Security Agent is the loss payee thereof) or any indemnity,

warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(e) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

2.2 Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.10.

**3. Supplement to Security Agreement.**

The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The Grantor acknowledges that the rights and remedies of the Security Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

**4. Representations and Warranties.**

The Grantor represents and warrants to the Security Agent and the other Secured Parties that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by the Grantor, in whole or in part, is set forth in Schedule A.

**5. Further Acts.**

On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or may be requested by the Security Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Security Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Security Agent may record this Agreement, an abstract thereof, or any other document describing the Security Agent's interest in the Collateral with the PTO, at the expense of the Grantor.

**6. Future Rights.**

Except as otherwise expressly agreed to in writing by the Security Agent, if and when the Grantor shall obtain rights to any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation in part of any trademarks, the provisions of Section 2 shall automatically apply thereto and the Grantor shall give to the Security Agent notice thereof within fifteen (15) days following the end of the calendar quarter during which the Grantor has obtained such rights or benefits. The Grantor shall do all things deemed necessary by the Security Agent to ensure the validity, perfection, priority and enforceability of the security interests of the

Security Agent in such future acquired Collateral. The Grantor hereby authorizes the Security Agent to modify, amend, or supplement the Schedules hereto and to reexecute this Agreement from time to time on the Grantor's behalf and as its attorney in fact to include any such future Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

**7. Security Agent Appointed Attorney-in-Fact.**

The Security Agent shall have the right to, in the name of the Grantor, or in the name of the Security Agent or otherwise, without notice to or assent by the Grantor, and the Grantor hereby constitutes and appoints the Security Agent (and any of the Security Agent's officers or employees or Security Agents designated by the Security Agent) as the Grantor's true and lawful attorney in fact, with full power and authority, and hereby authorizes the Security Agent: (a) to sign and file in the name of the Grantor (with or without Grantor's signature) any financing statement or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Security Agent deems necessary in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Security Agent's security interest in, the Collateral; and (b) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Grantor, which the Security Agent may deem necessary to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including (i) after the occurrence of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (ii) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and, (iii) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for the Security Agent to use the Collateral, to grant or issue any exclusive or non exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall the Security Agent have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Collateral to any Person, including itself, without the Grantor's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Lenders have any Revolving Loan Commitments, the L/C Lenders have any L/C Commitments, any Letter of Credit shall remain outstanding or the Secured Obligations have not been indefeasibly paid and performed in full. The Grantor hereby ratifies, to the extent permitted by law, all that the Security Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

**8. Security Agent Performance of Grantor Obligations.**

The Security Agent may perform or pay any obligation which the Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantor shall reimburse the Security Agent on demand for any amounts paid by the Security Agent pursuant to this Section 8.

**9. Security Agent's Duties.**

Notwithstanding any provision contained in this Agreement, the Security Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Security Agent hereunder, the Security Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

**10. Remedies.**

Upon the occurrence of any Event of Default, the Security Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreements or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Grantor agrees that the Security Agent shall at all times have such royalty free licenses set forth in Section 11.2 of the US Security Agreement, to the extent permitted by law, and have such right under any Collateral as may be reasonably necessary to permit the exercise of any of the Security Agent's rights or remedies upon or after the occurrence of an Event of Default, including the Security Agent's rights to sell inventory which is acquired by the Grantor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Security Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Security Agent deems necessary or advisable, in the name of the Grantor or the Security Agent, to enforce or protect any Collateral, and any license thereunder, in which event the Grantor shall, at the request of the Security Agent, do any and all lawful acts and execute any and all documents required by the Security Agent in aid of such enforcement.

**11. Miscellaneous.**

11.1 Notices. All notices and other communications provided for hereunder shall be given in the manner and to the addresses specified in the Guaranty. All such notices and communications shall be deemed to be delivered when a record (within the meaning of the UCC) has been (a) delivered by hand; (b) sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, first class (or air mail, with respect to communications to be sent to or from the United States), postage prepaid; (c) sent by facsimile transmission; or (d) sent by email.

11.2 No Waiver; Cumulative Remedies. No failure on the part of the Security Agent or any other Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Security Agent.

11.3 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Security Agent and each other Secured Party and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

11.4 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.

11.5 Entire Agreement; Amendment. This Agreement and the documents referred to herein contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Guaranty.

11.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

11.7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

11.8 Incorporation of Provisions of the Guaranty. To the extent the Guaranty contains provisions of general applicability to the Guarantor Documents, such provisions are incorporated herein by this reference.

11.9 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

11.10 Termination. Upon the termination of the Revolving Loan Commitments of the Lenders, the termination of the L/C Commitments of the L/C Lenders, the surrender of the Letters of Credit and payment and performance in full of all Secured Obligations, the security interests contemplated by this Agreement shall terminate and the Security Agent shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the



Grantor to the Security Agent hereunder, including cancellation of this Agreement by written notice from the Security Agent to the PTO.

*(remainder of page intentionally left blank)*

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

**THE GRANTOR:**

**INOBYSS LLC**

By: Marjorie L. Fine  
Name: Marjorie L. Fine  
Title: Secretary

**THE SECURITY AGENT:**

**MIZUHO CORPORATE BANK, LTD.**

By: \_\_\_\_\_  
Name:  
Title:

[US TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 002866 FRAME: 0532**

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

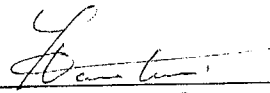
**THE GRANTOR:**

**INOBY S LLC**

By: \_\_\_\_\_  
Name:  
Title:

**THE SECURITY AGENT:**

**MIZUHO CORPORATE BANK, LTD.**

By:  \_\_\_\_\_  
Name: Yukihiko Tomitori  
Title: General Manager  
Financial Products Administration Division

*US Trademark Sec. Agent  
(INOBY S)*

**Schedule A**  
**To Trademark Security Agreement**

**INOBYSLLC**  
**U.S. TRADEMARKS**

Matter ID	Country	Mark Name	Class	Filing Date	Application No.	Reg. Date	Reg. No.	Status
	USA	INOBYSLLC	5	06/17/1999	75/981,896	06/18/2002	2583258	Registered
	USA	INOBYSLLC	5, 35, 41	06/17/1999	75/731,072			Pending
	USA	INOBYSLLC and Design	3, 5, 35, 41	11/24/1999	75/857,121			Pending
	USA	FRULATTE (Stylized)	5, 29, 30, 31, 32	08/10/2001	76/299,194			Pending
	USA	MEAL IN MOTION	5, 29, 30, 31, 32	10/19/2001	76/327,803			Pending
	USA	SMILE. I'M GOOD FOR YOU	5, 29, 32	12/06/2001	76/346,258			Pending
	USA	INNOCARE	1, 5, 31	02/21/2003	78/217,574			Pending