

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
Shaklee Corporation		05/27/2004	CORPORATION: 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: 157

Property Type	Number	Word Mark
Serial Number:	76402346	ACTIVE PHASE
Registration Number:	2557272	AIRSOURCE
Serial Number:	76226377	AIR SOURCE
Serial Number:	76363351	AIRSOURCE INDEPENDENT DISTRIBUTOR
Registration Number:	1842170	AL ALPINE LABORATORIES
Registration Number:	1089524	ARRANGE
Registration Number:	1541139	ARRANGE MIST
Registration Number:	847728	AT-EASE
Registration Number:	905984	BASIC-D
Registration Number:	1006847	BASIC-G
Registration Number:	772022	BASIC-H
Registration Number:	1277639	BASIC-H
Registration Number:	839720	BASIC-I
Registration Number:	857187	BASIC-L
Registration Number:	1578516	BASIC-L

CH \$3940.00 76402346

Registration Number:	1660712	BESTWATER
Registration Number:	1547230	BESTWATER
Registration Number:	1545285	BESTWATER PURIFICATION SYSTEM
Registration Number:	2067806	BESTWATER REVERSE OSMOSIS SYSTEM II
Serial Number:	78278650	BETTER FOR YOUR SKIN THAN WEARING NO MAKE-UP AT ALL
Registration Number:	1679580	BIO-BUILD
Registration Number:	1854808	BIO-TONE
Registration Number:	2126225	BIODEGREAT
Registration Number:	2551427	C + E REPAIR P.M.
Registration Number:	2377929	CALMING COMPLEX
Registration Number:	1792798	CARBO-CRUNCH
Registration Number:	2394272	CAROTOMAX
Registration Number:	2284077	CHANGE THE FACE OF YOUR FUTURE
Registration Number:	2278506	CHANGING THE FACE OF SKIN CARE
Registration Number:	2278505	CHANGING THE FACE OF YOUR FUTURE
Serial Number:	78260185	CITRIBOOST
Serial Number:	75939799	COOL PLANET
Registration Number:	2662663	COQHEART
Registration Number:	2494905	COREENERGY
Registration Number:	1532573	
Serial Number:	76360838	CREATING HEALTHIER LIVES
Registration Number:	1523125	DESERT WIND
Registration Number:	2168552	DTX
Registration Number:	2312594	E
Registration Number:	2449469	E
Registration Number:	2219744	ENFUSELLE
Registration Number:	2515664	ENFUSELLE
Registration Number:	2767332	ENFUSELLE
Serial Number:	78261749	ENFUTOX
Serial Number:	76457532	ENJOY EVERY BREATH
Registration Number:	2473946	EZ-GEST
Serial Number:	76064678	FIDGITS
Serial Number:	78387038	FLAVOMAX
Serial Number:	75711776	FOR THE HEALTH OF YOUR FUTURE

Registration Number:	2717047	FOR THE HEALTH OF YOUR FUTURE
Registration Number:	2317208	FOR THE SPORT OF LIFE
Registration Number:	1943497	FORMULA I
Registration Number:	850340	GOLDEN MANNER
Serial Number:	76152254	HEALTHLOGICS
Serial Number:	76275807	HEALTHLOGIX
Registration Number:	1028402	HERB-LAX
Registration Number:	1632093	HERBAL BLEND
Registration Number:	1319957	IN HARMONY WITH NATURE
Registration Number:	2197411	IN HARMONY WITH NATURE
Registration Number:	1031155	INSTANT PROTEIN
Registration Number:	1487355	LAPIS
Serial Number:	76357987	
Registration Number:	1252708	LIQUI-LEA
Registration Number:	1115497	LIQUID-L
Registration Number:	2737502	LIVING IN HARMONY WITH NATURE
Registration Number:	827298	LOVUE
Serial Number:	78284843	M
Registration Number:	1841099	MASTER COORDINATOR SHAKLEE
Registration Number:	1169809	MEADOW BLEND
Registration Number:	1567809	MEADOW BLEND
Serial Number:	78350119	MEMORY OPTIMIZER
Serial Number:	76453897	MENTAL ACUIY PLUS
Serial Number:	78240832	MINERELLES
Registration Number:	2202917	MOODLIFT
Registration Number:	2026001	MTS 2000
Serial Number:	78386093	MULTI-MUNCH
Registration Number:	2083466	NATURE-BRIGHT
Registration Number:	847712	NEW CONCEPT
Registration Number:	1574236	NEW CONCEPT
Registration Number:	1522308	NEW CONCEPT
Serial Number:	78256009	OCEAN WONDERS
Registration Number:	1596726	OPTICARB
Registration Number:	2249428	OPTIFLORA
Serial Number:	76009243	OSTEO MATRIX

Registration Number:	2161026	OSTEOKINETICS
Registration Number:	2338505	OWN YOUR LIFE
Registration Number:	2428166	PERFECT PITCHER
Registration Number:	2694345	PERFORMANCE
Registration Number:	1676034	PHYSIQUE
Registration Number:	2358383	PHYTOFEM
Registration Number:	2010377	POWER BOOSTER DELICIOUS
Registration Number:	1408197	PRO-ALGATENE
Registration Number:	1773107	PRO-CARBO COMPLEX
Registration Number:	1042440	PRO-LECIN
Serial Number:	78252832	PRO-MD
Registration Number:	2721646	PRODUCTS IN HARMONY WITH NATURE
Registration Number:	1834167	PRODUCTS IN HARMONY WITH NATURE
Registration Number:	1327944	PRODUCTS IN HARMONY WITH NATURE AND GOOD HEALTH
Registration Number:	1390970	PRODUCTS IN HARMONY WITH NATURE & GOOD HEALTH
Registration Number:	1709644	PRODUCTS IN HARMONY WITH NATURE AND GOOD HEALTH
Registration Number:	2725762	PROSANTE
Serial Number:	76432351	PROSANTÉ
Registration Number:	1019783	SATIN SHEEN
Registration Number:	1010096	SHAKLEE
Registration Number:	1094773	SHAKLEE
Registration Number:	1728124	SHAKLEE
Registration Number:	1227469	SHAKLEE INDEPENDENT DISTRIBUTOR
Registration Number:	1185247	SHAKLEE INDEPENDENT DISTRIBUTOR
Registration Number:	2443294	SHAKLEE BASICS
Registration Number:	2108917	SHAKLEE CARES
Registration Number:	1987576	SHAKLEE CLASSICS
Registration Number:	2548310	SHAKLEE DR
Registration Number:	1527668	SHAKLEE ESSENTIALS
Registration Number:	1756199	SHAKLEE FIBER PLAN
Registration Number:	2181796	SHAKLEE FIBER PLAN
Registration Number:	1924777	SHAKLEE FITNESS
Registration Number:	1607993	SHAKLEE FORMULA I

Registration Number:	1733562	SHAKLEE
Registration Number:	1251398	SHAKLEE
Registration Number:	1227861	SHAKLEE
Registration Number:	1335011	SHAKLEE NATURALS
Registration Number:	1576685	SHAKLEE PERFORMANCE
Registration Number:	1922323	SHAKLEE SPORTS NUTRITION
Registration Number:	1817887	SHAKLEE SPORTS NUTRITION
Registration Number:	2124080	SHAKLEE TECHNICA
Serial Number:	76532044	SHAKLEE VISION
Registration Number:	2747631	SHAKLEE.NETWORK BUILDER
Registration Number:	1612613	SHAKLEEGUARD
Registration Number:	1891030	SHAKLEEVISION
Serial Number:	78151695	SLIM PLAN GOLD
Registration Number:	1788737	SMALL WONDER
Registration Number:	1325337	SN
Registration Number:	1058854	SOFTER THAN SOFT
Serial Number:	76297172	SUPERIOR TECHNOLOGY FOR THE BEST INDOOR AIR QUALITY
Registration Number:	2433554	THE CLEAR PATH TO GOOD HEALTH
Registration Number:	1840505	THE HEALTHY APPROACH TO BEAUTY
Registration Number:	1918664	THE HEALTHY APPROACH TO BEAUTY
Registration Number:	1791239	THE NAME THAT IS THE STAMP OF QUALITY
Registration Number:	2219745	TIME REPAIR A.M.
Registration Number:	1500113	TIOGA
Registration Number:	1993654	TIOGA
Registration Number:	1168875	VITA-C
Registration Number:	1100520	VITA-E
Registration Number:	2689398	VITA-E COMPLEX
Registration Number:	2449834	VITA-E PLUS
Registration Number:	951751	VITA-LEA
Registration Number:	1054359	VITA-PACK
Registration Number:	2592258	VITA-STRIP
Registration Number:	2416617	VITAL REPAIR +
Registration Number:	2377360	VITAL REPAIR +
Serial Number:	75696173	VITASANTE

Serial Number:	78290054	WATCH YEARS DISAPPEAR IN MINUTES
Registration Number:	2235848	WE CARE ABOUT YOUR FUTURE
Registration Number:	2235846	WE CARE ABOUT YOUR HEALTH
Registration Number:	2244505	WE CARE ABOUT YOUR HEALTH, YOUR HOME AND YOUR FUTURE
Registration Number:	2280755	WE CARE ABOUT YOUR HOME
Registration Number:	1115510	DESERT WIND

CORRESPONDENCE DATA

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

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: 14
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 27, 2004, is made between SHAKLEE CORPORATION, a Delaware corporation (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:

SHAKLEE CORPORATION

By: Marjorie L. Fine
Name: Marjorie L. Fine
Title: Senior Vice President, General
Counsel and Assistant Secretary

THE SECURITY AGENT:

MIZUHO CORPORATE BANK, LTD.

By: _____
Name:
Title:

[US Trademark Security Agreement]

TRADEMARK
REEL: 002866 FRAME: 0642

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

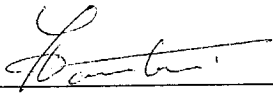
THE GRANTOR:

SHAKLEE CORPORATION

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
(US Borrower)*

**Schedule A
To Trademark Security Agreement**

**SHAKLEE CORPORATION
U.S. TRADEMARKS**

Matter ID	Country	Mark Name	Class	Filing Date	Appl. No.	Reg. Date	Reg. No.	Status
6592-63068	USA	ACTIVE PHASE	3, 5	4/29/2002	76/402,346			Pending
6592-59424	USA	AIRSOURCE	11, 16	8/11/2000	76/109,911	4/2/2002	2,557,272	Registered
6592-60931	USA	AIRSOURCE AND DESIGN	9, 11, 16	3/19/2001	76/226,377			Pending
6592-62103	USA	AIRSOURCE INDEPENDENT DISTRIBUTOR & DESIGN	9, 11, 16	1/24/2002	76/363,351			Pending
6592-59433	USA	AL ALPINE LABORATORIES LOGO	42	8/18/1993	74/426,735	6/28/1994	1,842,170	Registered
6592-59435	USA	ARRANGE	3	9/22/1977	73/142,142	4/18/1978	1,089,524	Registered
6592-59436	USA	ARRANGE MIST & DESIGN	3	6/16/1988	73/733,725	5/30/1989	1,541,139	Registered
6592-59437	USA	AT-EASE	3	10/5/1966	72/255,824	4/16/1968	847,728	Registered
6592-59454	USA	BASIC-D & DESIGN	3	10/27/1969	72/341,855	1/12/1971	905,984	Registered
6592-59457	USA	BASIC-G	5	6/19/1974	73/024,688	3/18/1975	1,006,847	Registered
6592-59460	USA	BASIC-H	3	9/5/1963	72/176,398	6/23/1964	772,022	Registered
6592-59461	USA	BASIC-H	1	4/1/1983	73/419,734	5/15/1984	1,277,639	Registered
6592-59482	USA	BASIC-I	3	6/3/1966	72/247,261	11/28/1967	839,720	Registered
6592-59488	USA	BASIC-L & DESIGN (AMENDED)	3	6/3/1966	72/247,260	9/17/1968	857,187	Registered
6592-59486	USA	BASIC-L (NEW BLOCK LETTERS)	3	4/25/1989	73/795,729	1/23/1990	1,578,516	Registered
6592-59521	USA	BESTWATER	11	8/13/1990	74/088,064	10/15/1991	1,660,712	Registered
6592-59529	USA	BESTWATER	11	3/21/1988	73/718,163	7/11/1989	1,547,230	Registered
6592-59530	USA	BESTWATER PURIFICATION SYSTEM + Design	11	3/21/1988	73/718,167	6/27/1989	1,545,285	Registered
6592-59531	USA	BESTWATER REVERSE OSMOSIS SYSTEM II	11	8/10/1995	74/713,585	6/3/1997	2,067,806	Registered
6592-66439	USA	BETTER FOR YOUR SKIN THAN WEARING NO MAKE-UP AT ALL	3, 16	7/24/2003	78/278,650			Pending
6592-59532	USA	BIO-BUILD	32	6/12/1990	74/068,365	3/17/1992	1,679,580	Registered
6592-59536	USA	BIO-TONE	32	10/18/1993	74/448,731	9/20/1994	1,854,808	Registered
6592-59539	USA	BIOGREAT	1	5/9/1996	75/101,890	12/30/1997	2,126,225	Registered
6592-59547	USA	C + E REPAIR P.M.	3	1/26/1998	75/423,121	3/26/2002	2,551,427	Registered
6592-59549	USA	CALMING COMPLEX	3	11/17/1997	75/391,030	8/15/2000	2,377,929	Registered

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6592-59556	USA	CARBO-CRUNCH	30	5/29/1992	74/280,790	9/14/1993	1,792,798	Registered
6592-59565	USA	CAROTOMAX	5	3/11/1999	75/658,433	10/10/2000	2,394,272	Registered
6592-59551	USA	CHANGE THE FACE OF YOUR FUTURE	35	3/12/1998	75/449,128	10/5/1999	2,284,077	Registered
6592-59554	USA	CHANGING THE FACE OF SKIN CARE	35	3/12/1998	75/449,314	9/14/1999	2,278,506	Registered
6592-59552	USA	CHANGING THE FACE OF YOUR FUTURE	35	3/12/1998	75/449,289	9/14/1999	2,278,505	Registered
6592-66114	USA	CITRIBOOST	5, 9, 16, 32	6/9/2003	78/260,185			Pending
6592-59571	USA	COOL PLANET	3, 9, 11, 16	3/9/2000	75/939,799			Pending
6592-61906	USA	COQHEART	5	11/26/2001	76/341,417	12/17/2002	2,662,663	Registered
6592-59572	USA	COREENERGY	5	8/12/1999	75/774,406	10/2/2001	2,494,905	Registered
6592-59574	USA	CREAMDESIGN	3	6/27/1988	73/736,544	4/4/1989	1,532,573	Registered
6592-61905	USA	CREATING HEALTHIER LIVES	3, 5, 9, 11, 16	1/18/2002	76/360,838			Pending
6592-59576	USA	DESERT WIND	5	5/3/1978	73/168,859	3/27/1979	1,115,510	Registered
6592-59580	USA	DESERT WIND & DESIGN	3	7/1/1988	73/738,526	2/7/1989	1,523,125	Registered
6592-59581	USA	DTX	5	1/17/1997	75/227,284	6/23/1998	2,168,552	Registered
6592-59583	USA	E & DESIGN	3, 18, 25, 35	11/4/1997	75/978,563	1/25/2000	2,312,594	Registered
6592-59592	USA	E DESIGN	5	10/4/1997	75/384,588	5/8/2001	2,449,469	Registered
6592-59596	USA	ENFUSELLE	3, 18, 25, 35	10/15/1997	75/373,455	1/19/1999	2,219,744	Registered
6592-59597	USA	ENFUSELLE	5	1/12/1998	75/416,946	12/4/2001	2,515,664	Registered
6592-59598	USA	ENFUSELLE	9, 16, 21	10/23/2000	76/152,038	9/23/2003	2,767,332	Registered
6592-66201	USA	ENFUTOX	3, 5, 9, 16, 35	6/12/2003	78/261,749			Pending
6592-63543	USA	ENJOY EVERY BREATH	11, 16	10/10/2002	76/437,532			Pending
6592-59611	USA	EZ-GEST	5	5/6/1998	75/480,122	7/31/2001	2,473,946	Registered
6592-59617	USA	FIDGITS	9, 28	6/7/2000	76/064,678			Pending
6592-68076	USA	FLAVOMAX	5, 16	3/18/2004	78/387,038			Pending
6592-59621	USA	FOR THE HEALTH OF YOUR FUTURE	3, 5, 11, 35	5/21/1999	75/711,776			Pending
6592-60945	USA	FOR THE HEALTH OF YOUR FUTURE	9, 16	5/7/2001	76/254,555	5/20/2003	2,717,047	Registered
6592-59623	USA	FOR THE SPORT OF LIFE	35	4/21/1998	75/471,299	2/8/2000	2,317,208	Registered
6592-59624	USA	FORMULAI	5	4/28/1994	74/518,389	12/26/1995	1,943,497	Registered
6592-59626	USA	GOLDEN MANNER + DESIGN	3, 5	10/5/1966	72/255,825	6/4/1968	850,340	Registered
6592-59632	USA	HEALTHLOGICS	5	10/23/2000	76/152,254			Pending
6592-60811	USA	HEALTHLOGIX	5	6/21/2001	76/275,807			Pending
6592-59638	USA	HERB-LAX	5	2/12/1975	73/044,977	12/30/1975	1,028,402	Registered
6592-59644	USA	HERBAL BLEND + DESIGN	3	6/16/1988	73/735,607	1/22/1991	1,632,093	Registered
6592-59645	USA	IN HARMONY WITH NATURE	41	5/7/1984	73/479,054	2/12/1985	1,319,957	Registered
6592-59650	USA	IN HARMONY WITH NATURE + DESIGN	3	4/25/1997	75/281,456	10/20/1998	2,197,411	Registered

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6592-59663	USA	INSTANT PROTEIN	5	8/5/1974	73/028,583	1/27/1976	1,031,155	Registered
6592-59685	USA	LAPIS	3	9/29/1987	73/686,990	5/10/1988	1,487,355	Registered
6592-61904	USA	LEAF DESIGN	3, 5, 9, 11, 16	1/10/2002	76/357,987			Pending
6592-59688	USA	LIQUI-LEA	5	8/6/1982	73/378,564	10/4/1983	1,252,708	Registered
6592-59692	USA	LIQUID-L	3	7/12/1978	73/178,711	3/27/1979	1,115,497	Registered
6592-59696	USA	LIVING IN HARMONY WITH NATURE	35	7/28/2000	76/098,552	7/15/2003	2,737,502	Registered
6592-59699	USA	LOVUE & DESIGN	3	10/23/1965	72/231,497	4/11/1967	827,298	Registered
6592-66302	USA	M & DESIGN	3, 5, 9, 16, 18	8/8/2003	78/284,843			Pending
6592-59701	USA	MASTER COORDINATOR SHAKLEE	16, 42	5/19/92	74/277,332	6/21/1994	1,841,099	Registered
6592-59706	USA	MEADOW BLEND	3	1/17/1980	73/246,548	9/22/1981	1,169,809	Registered
6592-67655	USA	MEADOW BLEND & DESIGN	3	6/16/1988	73/735,039	11/28/1989	1,567,809	Registered
6592-65011	USA	MEMORY OPTIMIZER	5	1/9/2004	78/350,119			Pending
6592-63705	USA	MENTAL ACUITY PLUS	3, 5, 9, 16, 18	9/30/2002	76/453,897			Pending
6592-59714	USA	MOODLIFT	5	10/14/1997	75/372,034	11/10/1998	2,202,917	Registered
6592-68192	USA	MTS 2000 (STYLIZED)	11	3/13/1995	74/645,370	12/24/1996	2,026,001	Registered
6592-59731	USA	MULTI-MUNCH	30	3/17/2004	78/386,093			Pending
6592-59737	USA	NATURE-BRIGHT	3	4/26/1996	75/095,128	7/29/1997	2,083,466	Registered
6592-59735	USA	NEW CONCEPT	3	10/5/1966	72/255,826	4/16/1968	847,712	Registered
6592-59736	USA	NEW CONCEPT (NEW BLOCK LETTER)	3	4/25/1989	73/795,730	1/2/1990	1,574,236	Registered
6592-59751	USA	NEW CONCEPT & DESIGN	3	3/9/1988	73/715,736	1/31/1989	1,522,308	Registered
6592-59752	USA	OCEAN WONDERS	5/29/2003	78/256,009				Pending
6592-59755	USA	OPTICARB (STYLIZED)	32	4/3/1989	73/791,063	5/15/1990	1,596,726	Registered
6592-59753	USA	OPTIFLORA	5	3/18/1998	75/452,135	6/1/1999	2,249,428	Registered
6592-59756	USA	OSTEO MATRIX	5	3/24/2000	76/009,243			Pending
6592-59772	USA	OSTEO KINETICS	5	1/21/1997	75/228,327	5/26/1998	2,161,026	Registered
6592-59761	USA	OWN YOUR LIFE	9, 16	5/21/1999	75/712,199	4/4/2000	2,338,505	Registered
6592-59772	USA	PERFECT PITCHER	11	9/10/1999	75/796,763	2/13/2001	2,248,166	Registered
6592-59780	USA	PERFORMANCE	32	6/22/1999	75/733,998	3/11/2003	2,694,345	Registered
6592-59784	USA	PHYSIQUE	32	6/1/1990	74/064,815	2/18/1992	1,676,034	Registered
6592-59785	USA	PHYTOFEM	5	5/14/1998	75/485,265	6/13/2000	2,358,383	Registered
6592-59788	USA	POWER BOOSTER DELICIOUS & DESIGN	30	5/11/1993	74/389,186	10/22/1996	2,010,377	Registered
6592-59795	USA	PRO-ALGATENE	5	2/7/1986	73/581,692	9/9/1986	1,408,197	Registered
6592-65908	USA	PRO-CARBO COMPLEX	30	6/16/1992	74/286,051	5/25/1993	1,773,107	Registered
6592-59804	USA	PRO-LECIN	30	10/20/1975	73/066,434	6/29/1976	1,042,440	Registered
6592-59803	USA	PRO-MD	11, 16	5/21/2003	78/252,832			Pending
6592-59808	USA	PRODUCTS IN HARMONY WITH NATURE	5	12/10/1998	75/603,173	6/3/2003	2,721,646	Registered
6592-59808	USA	PRODUCTS IN HARMONY WITH NATURE	3, 5	9/17/1991	74/204,390	5/3/1994	1,834,167	Registered
6592-59808	USA	PRODUCTS IN HARMONY WITH NATURE AND GOOD HEALTH	5	5/7/1984	73/479,053	4/2/1985	1,327,944	Registered

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6592-59807	USA	PRODUCTS IN HARMONY WITH NATURE AND GOOD HEALTH	29	5/7/1984	73/479,055	4/22/1986	1,390,970	Registered
6592-59809	USA	PRODUCTS IN HARMONY WITH NATURE AND GOOD HEALTH	3, 9, 16, 30	2/1/1991	74/135,476	8/25/1992	1,709,644	Registered
6592-62676	USA	PROSANTÉ	3	3/25/2002	76/387,415	6/10/2003	2,725,762	Registered
6592-63454	USA	PROSANTÉ (STYLIZED)	3	7/19/2002	76/432,351			Pending
6592-59833	USA	SATIN SHEEN	3	3/27/1974	73,017,169	9/9/1975	1,019,783	Registered
6592-59842	USA	SHAKLEE	3, 5, 32	6/25/1973	72/461,310	5/6/1975	1,010,096	Registered
6592-59843	USA	SHAKLEE	42	6/9/1976	73/089,848	6/27/1978	1,094,773	Registered
6592-59844	USA	SHAKLEE	36	12/2/1991	74/227,284	10/27/1992	1,728,124	Registered
6592-60011	USA	SHAKLEE (INDEPENDENT DISTRIBUTOR) LOGO	16	4/25/1980	73/259,571	2/15/1983	1,227,469	Registered
6592-60012	USA	SHAKLEE (INDEPENDENT DISTRIBUTOR)	42	8/18/1980	73/274,626	1/5/1982	1,185,247	Registered
6592-60037	USA	SHAKLEE BASICS	5	3/30/1999	75/670,444	4/10/2001	2,443,294	Registered
6592-60039	USA	SHAKLEE CARES & DESIGN	36	10/9/1996	75/179,113	10/28/1997	2,108,917	Registered
6592-60040	USA	SHAKLEE CLASSICS	3	7/26/1994	74/553,695	7/16/1996	1,987,576	Registered
6592-60077	USA	SHAKLEE DR (STYLIZED)	5	4/19/2000	76/029,366	3/12/2002	2,548,310	Registered
6592-60078	USA	SHAKLEE ESSENTIALS	3	6/16/1998	73/735,038	3/7/1989	1,527,668	Registered
6592-60090	USA	SHAKLEE FIBER PLAN	30	7/31/1991	74/190,443	3/2/1993	1,756,199	Registered
6592-60091	USA	SHAKLEE FIBER PLAN	5	10/8/1996	75/178,477	8/18/1998	2,181,796	Registered
6592-60098	USA	SHAKLEE FITNESS	32	4/29/1993	74/386,240	10/3/1995	1,924,777	Registered
6592-60106	USA	SHAKLEE FORMULA I	5	8/16/1989	73/819,570	7/31/1990	1,607,993	Registered
6592-60128	USA	SHAKLEE LOGO	36	1/10/1992	74/236,796	11/17/1992	1,733,562	Registered
6592-61026	USA	SHAKLEE LOGO	3, 5, 16, 21	4/25/1980	73/259,529	9/20/1983	1,251,398	Registered
6592-60127	USA	SHAKLEE LOGO	42	5/5/1980	73/260,685	2/15/1983	1,227,861	Registered
6592-60245	USA	SHAKLEE MASTER COORDINATOR LOGO	16, 42	5/19/1992	74/277,332	6/21/1994	1,841,099	Registered
6592-60276	USA	SHAKLEE NATURALS	3	4/5/1984	73/473,967	5/14/1985	1,335,011	Registered
6592-60282	USA	SHAKLEE PERFORMANCE	32	3/22/1989	73/788,339	1/9/1990	1,576,685	Registered
6592-60297	USA	SHAKLEE SPORTS NUTRITION LOGO	32	1/19/1994	74/480,632	9/26/1995	1,922,323	Registered
6592-60296	USA	SHAKLEE SPORTS NUTRITION LOGO	16, 42	4/6/1992	74/262,943	1/25/1994	1,817,887	Registered
6592-60297	USA	SHAKLEE TECHNIKA	42	7/27/1994	74/554,139	12/23/1997	2,124,080	Registered
6592-66297	USA	SHAKLEE VISION	41	7/9/2003	76/532,044			Pending
6592-60283	USA	SHAKLEE NETWORK BUILDER	9	10/20/1999	75/827,873	8/5/2003	2,747,631	Registered
6592-60313	USA	SHAKLEEGUARD	5	8/16/1989	73/819,569	9/11/1990	1,612,613	Registered
6592-60324	USA	SHAKLEE VISION	16, 41	10/18/1993	74/449,269	4/25/1995	1,891,030	Registered
6592-63588	USA	SLIM PLAN GOLD	5, 9, 16, 35	8/7/2002	78/151,695			Pending
6592-60331	USA	SMALL WONDER	3	3/18/1992	74/256,631	8/17/1993	1,788,737	Registered
6592-60343	USA	SN DESIGN	3	4/5/1984	73/473,847	3/19/1985	1,325,337	Registered
6592-60347	USA	SOFTER THAN SOFT	3	2/26/1976	73/078,468	2/15/1977	1,058,854	Registered
6592-60687	USA	SUPERIOR TECHNOLOGY FOR THE BEST	11, 16	8/9/2001	76/297,172			Pending

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6592-60358	USA	INDOOR AIR QUALITY	11	3/17/2000	76,003,246	3/6/2001	2,433,554	Registered
6592-60359	USA	THE CLEAR PATH TO GOOD HEALTH	16	6/1/1993	74,397,387	6/21/1994	1,840,505	Registered
6592-60360	USA	THE HEALTHY APPROACH TO BEAUTY	3	7/27/1993	74,418,291	9/12/1995	1,918,664	Registered
6592-60364	USA	THE HEALTHY APPROACH TO BEAUTY	5	6/25/1992	74,288,713	9/7/1993	1,791,239	Registered
6592-60370	USA	THE NAME THAT IS THE STAMP OF QUALITY	3	10/16/1997	75,374,684	1/19/1999	2,219,745	Registered
6592-60371	USA	TIME REPAIR A.M.	3	1/25/1998	73,707,583	8/16/1988	1,500,113	Registered
6592-60372	USA	TIOGA	3	10/5/1995	75,001,735	8/13/1996	1,993,654	Registered
6592-60383	USA	VITA-C	5	7/16/1979	73,223,320	9/15/1981	1,168,875	Registered
6592-60396	USA	VITA-E	5	3/23/1977	73,120,118	8/29/1978	1,100,520	Registered
6592-62051	USA	VITA-E COMPLEX	5	1/3/2002	76,355,500	2/18/2003	2,689,398	Registered
6592-60405	USA	VITA-E PLUS	5	3/16/1999	75,661,467	5/8/2001	2,449,834	Registered
6592-60408	USA	VITA-LEA	5	8/2/1971	72,399,077	1/30/1973	951,751	Registered
6592-60689	USA	VITA-PACK	21	11/6/1975	73,068,131	12/14/1976	1,054,359	Registered
6592-60690	USA	VITA-STRIP	5	10/26/1999	75,832,058	7/9/2002	2,592,258	Registered
6592-60692	USA	VITAL REPAIR+	3	3/22/1999	75,979,875	12/26/2000	2,416,617	Registered
6592-60693	USA	VITAL REPAIR +	3	7/14/1999	75,753,021	8/15/2000	2,377,360	Registered
6592-60699	USA	VITASANTE	3, 5	5/3/1999	75,696,173			Pending
6592-66507	USA	WATCH YEARS DISAPPEAR IN MINUTES	3, 9, 16	8/20/2003	78,290,054			Pending
6592-60700	USA	WE CARE ABOUT YOUR FUTURE	35	1/29/1998	75,425,530	3/30/1999	2,235,848	Registered
6592-60701	USA	WE CARE ABOUT YOUR HEALTH	35	1/29/1998	75,425,360	3/30/1999	2,235,846	Registered
6592-60703	USA	WE CARE ABOUT YOUR HEALTH, YOUR HOME AND YOUR FUTURE	35	2/5/1998	75,429,640	5/11/1999	2,244,505	Registered
6592-60704	USA	WE CARE ABOUT YOUR HOME	35	1/29/1998	75,425,531	9/28/1999	2,280,755	Registered