

12-10-2003



102619435

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ATKINS NUTRITIONALS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other New York

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

3. Nature of conveyance:

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

Execution Date: 10/27/2003

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch,

Internal
Address: as Collateral Agent

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06901

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation-State

☒ Other bank

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 ATTACHED SCHEDULE I

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE I

Additional number(s) attached ☒ Yes ☐ No

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

Name: Judy Carter

Internal Address: c/o Corporation Service Company

Street Address: 80 State St

6th Floor

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved:

27

7. Total fee (37 CFR 3.41).....\$ 690.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:



11-14-2003

U.S. Patent & TMO/TM Mail Rpt Dt. #74

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy

Name of Person Signing

Maureen P. Murphy

Signature

11/12/2003

Date

Total number of pages including cover sheet, attachments, and document:

9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK REGISTRATIONS:

| OWNER | MARK | REGISTRATION NUMBER | REGISTRATION DATE |
|---------------------------------|---------------------------------|--------------------------------|------------------------------|
| ATKINS NUTRITIONALS, INC. | ATKINS DIRECT | 2,708,482 | April 22, 2003 |
| ATKINS NUTRITIONALS, INC. | A ATKINS and Design | 2,689,975 | February 25, 2003 |
| ATKINS NUTRITIONALS, INC. | ATKINS | 2,689,974 | February 25, 2003 |
| ATKINS NUTRITIONALS, INC. | ATKINS | 2,708,481 | April 22, 2003 |
| ATKINS NUTRITIONALS, INC. | ATKINS | 2,699,457 | March 25, 2003 |
| ATKINS NUTRITIONALS, INC. | ARTHRI-JOINT | 2,253,675 | June 15, 1999 |
| ATKINS NUTRITIONALS, INC. | ATKINS DIET ADVANTAGE BAR | 2,437,823 | March 27, 2001 |
| ATKINS NUTRITIONALS, INC. | A BASIC #3 and Design | 2,411,688 | December 12, 2000 |
| ATKINS NUTRITIONALS, INC. | DR. ATKINS | 2,436,113 | March 20, 2001 |

Doc #:NY6:592739.4

| OWNER | MARK | REGISTRATION NUMBER | REGISTRATION DATE |
|---------------------------------|-------------|------------------------|----------------------|
| ATKINS NUTRITIONALS, INC. | ATKINS DIET | 2,434,476 | March 13, 2001 |

TRADEMARK APPLICATIONS:

| OWNER | MARK | APPLICATION NUMBER | APPLICATION DATE |
|---------------------------------|---|-------------------------------|-----------------------------|
| ATKINS NUTRITIONALS, INC. | THE ORIGINAL LOW CARB LIFE- STYLE | 76/504,609 | April 8, 2003 |
| ATKINS NUTRITIONALS, INC. | ATKINS ADVAN- TAGE and Design | 76/504,608 | April 8, 2003 |
| ATKINS NUTRITIONALS, INC. | NET CARBS NET CARBS 2G and De- sign | 76/505,090 | April 9, 2003 |
| ATKINS NUTRITIONALS, INC. | ACE | 76/504,622 | April 8, 2003 |
| ATKINS NUTRITIONALS, INC. | NET CARBS NET CARBS 2G and De- sign | 76/504,621 | April 8, 2003 |
| ATKINS NUTRITIONALS, INC. | THE ORIGINAL LOW CARB LIFE- STYLE | 76/504,350 | April 8, 2003 |
| ATKINS NUTRITIONALS, INC. | ATKINS AT HOME | 76/401,433 | April 29, 2002 |
| ATKINS NUTRITIONALS, INC. | ATKINS CON- TROLLED CAR- BOHYDRATES | 76/301,821 | August 20, 2001 |
| ATKINS NUTRITIONALS, INC. | ATKINS NUTRI- TIONAL AP- PROACH | 76/290,509 | July 27, 2001 |

| OWNER | MARK | APPLICATION NUMBER | APPLICATION DATE |
|---------------------------------|---|-------------------------------|-----------------------------|
| ATKINS NUTRITIONALS, INC. | ATKINS NUTRI- TIONAL PRINCI- PLES | 76/290,508 | July 27, 2001 |
| ATKINS NUTRITIONALS, INC. | A ATKINS EN- DULGE and Design | 76/225,471 | March 16, 2001 |
| ATKINS NUTRITIONALS, INC. | ESSENTIAL OILS | 76/515,950 | March 24, 2003 |
| ATKINS NUTRITIONALS, INC. | BASIC #3 | 76/515,951 | March 24, 2003 |
| ATKINS NUTRITIONALS, INC. | ATKINS FAT CONVERTER | 76/515,441 | March 24, 2003 |
| ATKINS NUTRITIONALS, INC. | ATKINS PM RE- NEW | 76/515,024 | March 24, 2003 |
| ATKINS NUTRITIONALS, INC. | ATKINS AM CLEANSE | 76/514,900 | March 24, 2003 |
| ATKINS NUTRITIONALS, INC. | ATKINS CORE 4 | 76/515,442 | March 24, 2003 |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2003, by ATKINS NUTRITIONALS, INC., a New York corporation (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Leanco, Inc. (to be merged with and into the Pledgor) is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ATKINS NUTRITIONALS, INC.

By: 

Name:

Paul D. Wolff

Title:

Chairman and CEO

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

Trademark Security Agreement Signature Page

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ATKINS NUTRITIONALS, INC.

By: _____
Name:
Title:

Accepted and Agreed:
UBS AG, STAMFORD BRANCH, as Collateral Agent

By: _____
Name: **Wilfred V. Saliz**
Title: **Associate Director
Banking Products
Services**

By: _____
Name: **Joselin Fernandes**
Title: **Associate Director
Banking Products
Services, US**

Trademark Security Agreement Signature Page