

01-29-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1-23-04

1. Name of conveying party(ies):

Zuellig Botanicals, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: 17 December 2003

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Internal Association Address:

Street Address: 2550 El Presidio Street City: Long Beach State: CA Zip: 90810

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

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)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Carol L. B. Matthews

Internal Address:

Street Address: 2099 Pennsylvania Avenue, NW Suite 1000

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41): \$ 215.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Carol L. B. Matthews Name of Person Signing

Signature

23 Jan 04 Date

Total number of pages including cover sheet, attachments, and document: 7

01/28/2004 ECOPPER 00000154 2164571

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

01 FC:8521 40.00 DP
02 FC:8522 175.00 DP

EXHIBIT A TO MORTGAGE

REGISTERED TRADEMARKS

<u>Trademarks</u>	<u>Country</u>	<u>Registration or Serial Number</u>	<u>Registration or Application Date</u>
IDENTILOK	U.S.	2,164,571	06/09/1998
ULTRAHD	U.S.	2,535,559	02/05/2002
NATURSPAN	U.S.	2,122,473	12/16/1997
POTENCYLOK	U.S.	2,398,197	10/24/2000
CORALIFE	U.S.	76/502,858	03/31/2003
ROSEOX	U.S.	2,103,416	10/07/1997
ROSEOX 660	U.S.	2,105,411	10/14/1997

Registered Service Mark

"Leading the Field...Naturally"	U.S.	2071860	06/17/1997
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Unregistered Trademarks

PSYBERLOID™

ROSSENTIAL™

ROSSENTIAL PLUS™

**MORTGAGE OF
TRADEMARKS AND TRADEMARK APPLICATIONS**

THIS MORTGAGE OF TRADEMARKS and TRADEMARK APPLICATIONS, is made as of December 17, 2003 by and between ZUELLIG BOTANICALS, INC., a Delaware corporation (the "Mortgagor"), and Wells Fargo Bank, National Association (the "Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagor is the owner of certain trademarks and trademark applications, listed in Exhibit A attached to this document; and

WHEREAS, Mortgagor and Mortgagee have entered into that certain Amended and Restated Credit Agreement dated as of November 25, 2003 (as from time to time amended, modified or supplemented, the "Credit Agreement"), pursuant to which, upon the satisfaction by the Mortgagor of the terms and conditions contained therein, Mortgagee will make loans to Mortgagor; and

WHEREAS, pursuant to the Credit Agreement, Mortgagor has agreed to grant Mortgagee a security interest in all of its right, title and interest in and to the trademarks and trademark applications described in Exhibit A, and in and to the goodwill symbolized by such trademarks (the "Goodwill"), as collateral security for the Obligations as defined in the Credit Agreement; and

WHEREAS, except as noted on Exhibit A attached to this document, Mortgagor is the owner of the entire right, title and interest in the trademarks and trademark applications being assigned hereby.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Mortgagor hereby:

1. Mortgages, pledges and grants to Mortgagee, as security for the Obligations, a security interest in and to the trademarks and trademark applications listed in Exhibit A attached to this document, and to the Goodwill, and a security interest in and to all trademarks, trademark applications and Goodwill acquired by Mortgagor after the date hereof.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks and trademark applications listed in Exhibit A attached to this document, and to the Goodwill, and to all trademarks, trademark applications and Goodwill acquired by Mortgagor after the date hereof.

3. Acknowledges that notices and other communications shall be in writing and given as provided in Section 8.4 of the Credit Agreement. Communications and notices to Mortgagor shall be given to it at its address set forth in Exhibit B attached to this document.

4. Agrees upon the request of Mortgagee and at the expense of Mortgagor to take any reasonable actions and execute any documents necessary to effectuate this mortgage and the security interest created in the trademarks and trademark applications listed in Exhibit A to this document.

5. This Amendment shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be signed by their respective authorized officers as of the day and year first above written.

MORTGAGEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: Art Brokx
Name: Art Brokx
Title: VP

MORTGAGOR:

ZUELLIG BOTANICALS, INC.

By: Peter Hafermann
Peter Hafermann
President

EXHIBIT A TO MORTGAGE

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PSYBERLOID™

ROSSENTIAL™

ROSSENTIAL PLUS™

EXHIBIT B TO MORTGAGE

Mortgagor's Address

2550 El Presidio Street
Long Beach, CA 90810

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