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
ASP-ACI PHL Acquisition, LLC		08/31/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Second Lien Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2085633	HEALTH WISDOM FOR WOMEN
Registration Number:	2011168	HEARTSENSE
Registration Number:	1679079	HEALTH & HEALING
Registration Number:	2665185	THE LARK LETTER
Registration Number:	2408587	FEELING ALIVE
Registration Number:	2127412	HEALTH & HEALING
Registration Number:	1873837	ALTERNATIVES
Registration Number:	2776404	THE NATURAL BEDCOZY

OP $215.00 2085633

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2254
Email: ksolomon@stblaw.com
Correspondent Name: Robyn Rahbar, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1066
NAME OF SUBMITTER:	Kimberly Solomon

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 31, 2004 is made by ASP-ACI PHL ACQUISITION, LLC, a Delaware limited liability company (the "Obligor"), in favor of JPMorgan Chase Bank, a New York banking corporation, as Second Lien Collateral Agent (the "Second Lien Collateral Agent"), for the benefit of JPMorgan Chase Bank, a New York banking corporation, as Administrative Agent (in such capacity, the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), from time to time parties to the Second Lien Credit Agreement, dated as of August 31, 2004 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among PH Holdco, LLC, PH Opco, LLC (the "Borrower"), the Lenders, and JPMorgan Chase Bank as Documentation Agent , Syndication Agent, Second Lien Collateral Agent and Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, PH Holdco, LLC, the Borrower, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of August 31, 2004, in favor of the Second Lien Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, Obligor pledged and granted to the Second Lien Collateral Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Second Lien Credit Agreement, Obligor agrees, for the benefit of the Second Lien Collateral Agent , the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made

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upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Second Lien Collateral Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Second Lien Collateral Agent in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Second Lien Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent, the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ASP-ACI PHL ACQUISITION, LLC

By: _____
Name: Kevin S. Penn
Title: President

STATE OF New York)
) ss
COUNTY OF New York)

On the 31st day of August 2004, before me personally came Kevin S. Penn, who is personally known to me to be the President of ASP-ACI PHL Acquisition, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the President in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Teresa Harings
Notary Public

TERESA HARINGS
Notary Public, State of New York
No. 01HA6103654
Qualified in New York County
Commission Expires Jan. 5, 2008

(PLACE STAMP AND SEAL ABOVE)

JPMORGAN CHASE BANK
as Second Lien Collateral Agent

By: _____
Name: Robert Anastasio
Title: Vice President

STATE OF NEW YORK)

) ss

COUNTY OF NEW YORK)

On the 31ST day of August 2004, before me personally came ROBERT ANASTASIO, who is personally known to me to be the VICE PRESIDENT of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the VICE PRESIDENT in such banking corporation, the banking corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such banking corporation; and that she/he acknowledged said instrument to be the free act and deed of said banking corporation.

Ranesha Pitt

Notary Public

(PLACE STAMP AND SEAL ABOVE)

RANESHA PITT
Notary Public, State of New York
No. 01PI6046637
Qualified in Bronx County
Commission Expires August 14, 2006

RANESHA PITT NOTARY PUBLIC STATE OF NEW YORK

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SCHEDULE A

U.S. Trademark Registrations and Applications

(see attached)

RECORDED: 09/20/2004

Owner: ASP-ACI PHL Acquisition, LLC

TRADEMARK	GOODS /SERVICES	FILING DATE	SERIAL NUMBER	REG. NUMBER	REG DATE	STATUS
1. HEALTH WISDOM FOR WOMEN	women's health newsletter	04-30-1996	75/101017	2085633	08-05-1997	Registered. Renewal due 8/5/2007
2. HEARTSENSE	newsletters relating to personal health	06-02-1995	74/683794	2011168	10-22-1996	Registered. Application for Renewal due 10/22/2006.
3. HEALTH & HEALING	newsletters directed to personal health and nutrition	05-06-1991	74/164072	1679079	03-10-1992	Registered. Application for Renewal due 3/10/2012.
4. THE LARK LETTER	Publications, namely newsletters in the field of women's health	06-13-2000	76/069384	2665185	12-24-2002	Registered. Declaration of Use and Incontestability due 12/24/2008.
5. FEELING ALIVE	newsletter featuring health issues	12-13-1999	75/869306	2408587	11-28-2000	Registered. Declaration of Use and Incontestability due 11/28/2006.
6. HEALTH & HEALING	newsletters of general circulation pertaining to matters of health, wellness and nutrition	01-23-1997	75/241374	2127412	01-06-1998	Registered. Application for Renewal due 1/6/2008.
7. ALTERNATIVES	newsletter in the field of health	02-07-1994	74/487512	1873837	01-17-1995	Application for Renewal due 01/17/2005.
8. THE NATURAL BEDCOZY	Bedding made in whole or substantial part of natural fibers, namely, wool filled comforters, comforter covers, bed sheets, pillow covers and mattress covers	09-20-2001	76/314716	2776404	10-21-2003	Registered 10/21/2003. Declaration of Use and Incontestability due 10/21/2009.

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