

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| 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 |
| 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 |

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

OP \$215.00 2085633

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.

WITNESSETH:

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

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: K - S P
Name: Kevin S. Penn
Title: President


STATE OF New York)
COUNTY OF New York)^{ss}

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

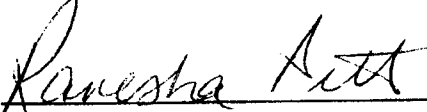
(PLACE STAMP AND SEAL ABOVE)

**JPMORGAN CHASE BANK
as Second Lien Collateral Agent**

By: 
Name: **Robert Anastasio**
Title: **Vice President**

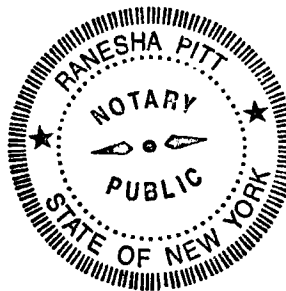
STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

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.


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



SCHEDULE A

U.S. Trademark Registrations and Applications

(see attached)

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. |