



07-07-2004



102785047

Form 101 (Rev 6-93) REC

U.S. Department of Commerce Patent and Trademark Office

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

7-1-04

1. Name of conveying party(ies):  
 MUSCLE MEDIA 2000, INC.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 \* Corporations  
 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: May 13, 2004

2. Name and address of receiving party(ies):

Name: THE BANK OF NOVA SCOTIA, as administrative agent

Street Address: 580 California Street, Suite 2100

City: San Francisco State: CA ZIP: 94104

Country: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 \* Other bank, financial institution

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 trademark number(s): SEE SCHEDULE I  
 If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s) SEE SCHEDULE I      B. Trademark No.(s) SEE SCHEDULE I

Additional numbers attached \* Yes  No

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

Name: Nora Whitescarver  
 Internal Address: Mayer Brown Rowe & Maw LLP

Street Address: 1909 K Street, NW  
 City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00  
 \* Enclosed (Check No. 3220 )  
 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.

Robert E. Rude II      [Signature]      7/1/04  
 Name of Person Signing      Signature      Date

Total number of pages comprising cover sheet and document attachments: 8

07/06/2004 6TON11 00000002 1796376

01 FC:0521 40.00 DP  
02 FC:0522 25.00 DP

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TRADEMARK REEL: 003003 FRAME: 0353

**Item A. Trademarks**

**Registered Trademarks**

| <u>Country</u> | <u>Trademark</u>  | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------|-------------------|-------------------------|--------------------------|
| US             | MUSCLE MEDIA 2000 | 1,796,376               | 10/05/93                 |
| US             | MUSCLE MEDIA      | 2,141,098               | 03/03/98                 |
| Australia      | MUSCLE MEDIA 2000 | 681,446                 | 12/20/95                 |
| Canada         | MUSCLE MEDIA 2000 | 446,273                 | 08/18/95                 |
| Finland        | MUSCLE MEDIA      | 214,289                 | 05/31/99                 |
| France         | MUSCLE MEDIA 2000 | 94,542,309              | 10/27/94                 |
| Germany        | MUSCLE MEDIA 2000 | 2,911,305               | 08/21/95                 |
| Spain          | MUSCLE MEDIA 2000 | 1,928,224               | 06/05/95                 |
| United Kingdom | MUSCLE MEDIA 2000 | 1,588,479               | 08/16/94                 |

**Pending Trademark Applications**

| <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|----------------|------------------|-------------------|--------------------|
| NA             |                  |                   |                    |

**Trademark Applications in Preparation**

| <u>Country</u> | <u>Trademark</u> | <u>Docket No.</u> | <u>Expected Filing Date</u> | <u>Products/ Services</u> |
|----------------|------------------|-------------------|-----------------------------|---------------------------|
| NA             |                  |                   |                             |                           |

**Item B. Trademark Licenses**

| <u>Country or Territory</u> | <u>Trademark</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|-----------------------------|------------------|-----------------|-----------------|-----------------------|------------------------|
| NA                          |                  |                 |                 |                       |                        |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 13, 2004, is made between MUSCLE MEDIA 2000, INC., a Colorado corporation (the "Grantor"), and THE BANK OF NOVA SCOTIA, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of May 13, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Natural Supplement Association, Incorporated, a Colorado corporation doing business as Experimental and Applied Sciences, Inc. (the "Borrower") the Lenders, the Administrative Agent and the Co-Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of May 13, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement and pursuant to clause (e) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, 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 incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party,

all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark"); provided, however, that Trademark Collateral shall not include "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed;

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary, proper or desirable to release the Lien on the Trademark Collateral which has been granted hereunder.

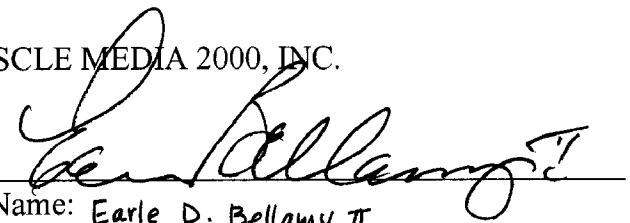
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security

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 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

MUSCLE MEDIA 2000, INC.  
By:   
Name: Earle D. Bellamy II  
Title: Vice President + Secretary

THE BANK OF NOVA SCOTIA,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

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.

MUSCLE MEDIA 2000, INC.

By: \_\_\_\_\_

Name:

Title:

THE BANK OF NOVA SCOTIA,  
as Administrative Agent

By:  \_\_\_\_\_

Name:

Title:

*John Zuide*  
*managing Director*