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7/26/04

Form PTO-1594

(Rev. 03/01)

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

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

1. Name of conveying party(ies):

Muscle Media 2000, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Colorado
☐ 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: Trademark Security Agreement dated 7/16/04

2. Name and address of receiving party(ies)

Name: Ableco Finance LLC

Internal

Address: _____

Street Address: 299 Park Avenue, 24th FloorCity: New York State: NY Zip: 10171

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Delaware LLC

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) N/AB. Trademark Registration No.(s) 2,663,620;
1,796,376 and 2,141,098Additional number(s) attached ☐ Yes ☒ No

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

Name: Marianne F. TarasInternal Address: Paul, Hastings, Janofsky &
Walker LLPStreet Address: 1055 Washington BoulevardCity: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Marianne F. Taras

Name of Person Signing

Marianne F. Taras

Signature

7/22/04

Date

Total number of pages including cover sheet, attachments, and document: 8

07/26/2004 GT011 00000043 2663620

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:8521
02 FC:852240.00 DP
50.00 DPTRADEMARK
REEL: 003012 FRAME: 0615

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 16, 2004, is made between MUSCLE MEDIA 2000, INC., a Colorado corporation (the "Grantor"), and ABLECO FINANCE LLC, as collateral agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Financing Agreement, dated as of July 16, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Financing Agreement"), among Natural Supplement Association, Incorporated, a Colorado corporation doing business as Experimental and Applied Sciences, Inc. (the "Borrower"), the Lenders, The Governor and Company of the Bank of Ireland, as syndication agent for the Lenders, the Administrative Agent, the Collateral Agent, the Lenders have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Financing Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of July 16, 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 Financing 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 Collateral 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 the Lenders to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Financing Agreement, 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 Collateral Agent, and grant to the Collateral 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 Collateral 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 Collateral 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 Collateral 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 Financing Agreement or (ii) the Termination Date, the Collateral 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 Collateral 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 Financing Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Financing Agreement.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 16, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Borrower, The Bank of Nova Scotia, the Collateral Agent and certain other persons party or that may become a party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 8. 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: _____

Title: _____

ABLECO FINANCE LLC,
as Collateral 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:

ABLECO FINANCE LLC,
as Collateral Agent

By: _____
Name: Kevin Gonda
Title: Senior Vice President

SCHEDULE I
to Subsidiary Trademark Security Agreement
(Muscle Media 2000, Inc.)

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	ENERGY IT'S EVERYTHING	2,663,620	12/17/02
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

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