

7/22/04

08-09-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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

1. Name of conveying party(ies): Atkins Nutritionals, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other New York Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: UBS AG, Stamford Branch Internal Address: as Collateral Agent Street Address: 677 Washington Boulevard City: Stamford State: CT Zip: 06901 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other 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 [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 06/05/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/564,046 76/563,972 76/564,539

B. Trademark Registration No.(s) none Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: David Nickelsen Internal Address: CSC Street Address: 1133 Ave of the Americas, Ste 3100 City: NY State: NY Zip: 10036

6. Total number of applications and registrations involved: 3 [x] Enclosed [] Authorized to be charged to deposit account 7. Total fee (37 CFR 3.41): \$ 90

8. Deposit account number:

9. Signature. Maureen P. Murphy Signature Date July 20, 2004 Total number of pages including cover sheet, attachments, and document: 5

08/06/2004 01 FC:8521 02 FC:8522

RETRACE 00000143 76564046 40.00 DP 50.00 DP Name of Person Signing

Maureen P. Murphy Signature

July 20, 2004 Date

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



07-22-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #72

TRADEMARK REEL: 003022 FRAME: 0632 15370.121 813077

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT SUPPLEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
ATKINS NUTRITIONALS, INC.	76/564046	ATKINS QUICK CUISINE
ATKINS NUTRITIONALS, INC.	76/563972	A ATKINS QUICK CUISINE and Design
ATKINS NUTRITIONALS, INC.	76/564539	CHOLESTEROL CLEAR

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of June 5, 2004, by ATKINS NUTRITIONALS, INC., a New York corporation (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to that certain First Amended and Restated Credit Agreement, dated as of November 26, 2003 (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is party to a Security Agreement dated October 29, 2003 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement Supplement;

NOW, THEREFORE, in exchange for good and valuable consideration, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

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SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement Supplement.

[signature page follows]


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

ATKINS NUTRITIONALS, INC.

By: 
Name: SCOTT KALDICH
Title: PRESIDENT

Accepted and Agreed:
UBS AG, STAMFORD BRANCH, as Collateral Agent

By: 
Name: **Wilfred V. Saint**
Title: **Director
Banking Products
Services, US**

By: 
Name: **Doris Mesa**
Title: **Associate Director
Banking Products
Services, US**