

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
VITALSTATE CANADA LTD.		01/01/2005	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	SCEPTER HOLDINGS INC.
Street Address:	170 Midwest Road
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M1P 3A9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	76421274	ACTIJUBE
Serial Number:	78259876	ACTIJUBE
Serial Number:	78259495	ATTACK THE PACK
Serial Number:	78262818	COMMAND
Serial Number:	78245226	COMMAND PERFORMANCE
Serial Number:	78251623	EXPANDING YOUR POTENTIAL
Serial Number:	78259491	FITKIDS NUTRITION
Serial Number:	78259487	FITKIDS NUTRITION
Serial Number:	78270251	FOUNDATION
Serial Number:	78259988	LIQUID LIGHTNING
Serial Number:	78259909	LIQUID THUNDER
Serial Number:	78260010	PROTEIN SPLASH
Serial Number:	78260000	PROTEIN WAVE
Serial Number:	78268189	RIPPED QUICK

CH \$465.00 76421274

Serial Number:	76421463	RUSSIAN RED
Serial Number:	78265094	VITALSTATE
Serial Number:	76421450	VITALSTATE
Serial Number:	78259485	WOLVERINES

CORRESPONDENCE DATA

Fax Number: (212)895-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212)895-2000
Email: PTO2@brownraysman.com
Correspondent Name: Monica B. Richman
Address Line 1: 900 Third Avenue
Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Monica B. Richman
Signature:	/monica b. richman/
Date:	02/04/2005

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of January 1, 2005 (this "IP Security Agreement"), is made by and among Vitalstate Canada Ltd., a Canadian corporation (the "Grantor"), and Scepter Holdings Inc., a Canadian corporation (the "Secured Party").

RECITALS

A. The Secured Party has agreed to loan to Vitalstate Inc., a New York corporation ("Vitalstate Parent"), up to US\$6,400,000 pursuant to that certain Loan Agreement, dated as of February 10, 2004 (the "Initial Loan Agreement"), among Vitalstate Parent, the Grantor, Vitalstate US, Inc., a Florida corporation ("Vitalstate US"), and the Secured Party, as amended by Amendment No. 1 to Loan Agreement, Guaranty and Security Agreement, dated as of June 15, 2004 ("Amendment No. 1"), by Amendment No. 2 to Loan Agreement, Guaranty Security Agreement and Notes, dated as of October 21, 2004 ("Amendment No. 2"), and by Amendment No. 3 to Loan Agreement, Guaranty, Security Agreement and Notes, dated as of Jan 1, 2005 ("Amendment No. 3"), each among Vitalstate Parent, the Grantor, Vitalstate US and the Secured Party. The Initial Loan Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 (collectively, the "Amendments"), is referred to as the "Loan Agreement."

B. As of the date of this IP Security Agreement, the Secured Party has loaned to Vitalstate Parent an aggregate of US\$ 3,400,000 pursuant to the Loan Agreement, which loan is evidenced by a series of promissory notes (the "Notes").

C. Each of Vitalstate US and the Grantor have guaranteed the repayment of the Notes pursuant to a Guaranty, dated February 10, 2004, made by Vitalstate US and the Grantor in favor of the Secured Party, as amended by the Amendments (such Guaranty, as amended by the Amendments, is referred to as the "Guaranty"). Each of Vitalstate Parent, Vitalstate US and the Grantor have granted to the Secured Party a security interest in their accounts receivable, inventory and certain other assets, as set forth in that certain Security Agreement, dated as of February 10, 2004, among Vitalstate Parent, Vitalstate US, the Grantor and the Secured Party, as amended by the Amendments.

D. To secure the Secured Obligations (as defined below), the Grantor has agreed to grant the Secured Party a security interest in and lien upon the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Grant of Security Interest. The Grantor hereby unconditionally and irrevocably pledges and grants to the Secured Party a continuing security interest in and continuing first lien upon all of its right, title and interest in and to its property and assets set forth below (the "Intellectual Property Collateral"):

(a) Copyrights. Any and all U.S. and foreign copyright rights, including copyright applications, copyright registrations and like protections, in each work or authorship and derivative work thereof, whether published or unpublished, and whether or not the same also

constitutes a trade secret, now or hereafter existing, created, acquired or held, including, but not limited to, those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Patents. Any and all U.S. and foreign patents, patent applications and like protections now or hereafter existing, including, but not limited to, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, but not limited to, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) Trademarks. Any and all U.S. and foreign trademark and servicemark rights now or hereafter existing, whether registered or not, applications to register and registrations of the same, including, but not limited to, those set forth on Exhibit C attached hereto (collectively, the "Trademarks"), and like protections, including, but not limited to, common law rights, and the entire goodwill associated therewith and symbolized by such Trademarks;

(d) Claims for Damages. Any and all claims for damages by way of past, present and future infringements of any of the intellectual property rights identified above, with the right, but not the obligation, to sue for and collect such damages for said infringement of the intellectual property rights identified above;

(e) Licenses. Any and all licenses or other rights to use any of the Copyrights, Patents or Trademarks (including any amendments, extension and renewals thereof) and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) Amendments, Extensions and Renewals. Any and all amendments, extensions and renewals of any of the Copyrights, Patents or Trademarks; and

(g) Proceeds and Products. Any and all proceeds and products of the foregoing, including, but not limited to, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Continuing Security Interest. This IP Security Agreement will create a continuing security interest in the Intellectual Property Collateral and will (i) remain in full force and effect until payment or performance in full of the Secured Obligations, (ii) be binding upon the Grantor and its successors and assigns and (iii) inure to the benefit of the Secured Party and its successors and assigns.

3. Secured Obligations. This IP Security Agreement is made and the security interests created hereby are granted to the Secured Party to secure the full and prompt payment or performance of the following (the "Secured Obligations"): (a) the obligations of the Grantor pursuant to the Loan Agreement and this IP Security Agreement, (b) the obligations of the Grantor pursuant to the Guaranty, (c) all reasonable costs incurred by the Secured Party to obtain, preserve, perfect and enforce the liens and security interests created hereby; and (d) any renewals, continuations, modifications or extensions of any of the foregoing.

4. Authorization and Request. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other relevant U.S. or foreign governmental authority record this IP Security Agreement.

5. Covenants and Warranties. The Grantor represents, warrants, covenants and agrees as follows:

(a) The Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by the Grantor to third parties in the ordinary course of business.

(b) The Grantor has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the Grantor. The performance of this IP Security Agreement does not conflict with or result in a breach of any other agreement or contract to which the Grantor is bound and this IP Security Agreement constitutes a security interest.

(c) During the term of this IP Security Agreement, the Grantor will not transfer or otherwise encumber any Intellectual Property Collateral, except as set forth in this IP Security Agreement.

(d) To its knowledge, each of the Patents, if any, which has been issued is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid, unenforceable or unprotectable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party.

(e) The Grantor shall promptly advise the Secured Party in writing of any adverse change in the composition of the Intellectual Property Collateral or any adverse determination against the Intellectual Property Collateral, as well as any subsequent ownership right of the Grantor in or to any Copyright, Patent or Trademark.

(f) The Grantor shall, at its own cost and expense, diligently prosecute, file and make (to the extent that it has not already done so) an application to register with all appropriate offices or agencies any of the Intellectual Property Collateral created, acquired or held by the Grantor now or in the future.

(g) The Grantor shall (i) protect, defend and maintain the validity and enforceability of the Copyrights, Patents and Trademarks, (ii) use its best efforts to detect infringements of the Copyrights, Patents and Trademarks and promptly advise the Secured Party in writing of infringements detected and (iii) not allow any Copyright, Patent or Trademark to be abandoned, forfeited or dedicated to the public without the written consent of the Secured Party, which shall not be unreasonably withheld, unless the Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(h) In the event that the Grantor shall register, seek to register, or apply for or seek issuance of any copyright, patent or trademark with the United States Copyright Office, the United States Patent and Trademark Office or any similar office or agency of any foreign

country it shall: (i) no later than fifteen (15) business days' after such registration or the filing of such an application, give notice to the Secured Party of such registration or the filing of such application and provide the Secured Party with a copy thereof; (ii) promptly upon the delivery by the Secured Party of a security agreement or such other documents as the Secured Party may reasonably request in order to maintain and perfect the priority of the Secured Party's security interest in the Copyright, Patent or Trademark registered, execute the same; and (iii) promptly after such execution, record such security documents with the United States Copyright Office, the United States Patent and Trademark Office or any similar office or agency of any foreign country. The Grantor shall promptly provide to the Secured Party a copy of the Copyright, Patent or Trademark application(s) so filed, together with evidence of the recording of the security documents necessary for the Secured Party to maintain and perfect the priority of its security interest in such Copyright, Patent or Trademark.

(i) This IP Security Agreement creates and, in the case of after acquired Intellectual Property Collateral, this IP Security Agreement will create at the time the Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of the Secured Party a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States and throughout the world securing the payment and performance of the Secured Obligations upon making the filings referred to in clause (j) below.

(j) Except for the filing of appropriate UCC financing statements, and the filing with the United States Patent and Trademark Office (or similar office or agency of the appropriate foreign countries) with respect to the Patents and Trademarks and the filing with the Register of Copyrights (or similar office or agency of the appropriate foreign countries) with respect to the Copyrights necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. or foreign governmental authority or regulatory body is required either (i) for the grant by the Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Security Agreement by the Grantor in the U.S. or abroad or (ii) for the perfection in the United States or abroad or the exercise by the Secured Party of its rights and remedies hereunder.

(k) All information heretofore, herein or hereafter supplied to the Secured Party by or on behalf of the Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(l) The Grantor shall not enter into any agreement that would impair or conflict with the Grantor's obligations hereunder without the Secured Party's prior written consent. The Grantor shall not permit the inclusion in any contract to which it becomes a party of any provision that could or might in any way prevent the creation of a security interest in the Grantor's rights and interest in any property that would fit within the definition of Intellectual Property Collateral herein contained and that is acquired under such contract.

(m) Upon any officer of the Grantor obtaining actual knowledge thereof, the Grantor will promptly notify the Secured Party in writing of any event that adversely affects the value of any Intellectual Property Collateral, the ability of the Grantor to dispose of any Intellectual Property Collateral of the rights and remedies of the Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

6. The Secured Party's Rights. The Secured Party shall have the right, but not the obligation, to take, at the Grantor's sole expense, any actions that the Grantor is required under this IP Security Agreement to take but which the Grantor fails to take, after fifteen (15) business days' notice to the Grantor. The Grantor shall reimburse and indemnify the Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 6.

7. Inspection Rights. The Grantor hereby grants to the Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to the Grantor, any of the Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to the Grantor and as often as may be reasonably requested; provided, however, that the Secured Party may not exercise the rights granted to it pursuant to this Section 7 on more than six (6) occasions in any calendar year.

8. Further Assurances; Attorney in Fact.

(a) On a continuing basis, the Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States and foreign countries, as appropriate, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by the Secured Party, to perfect the Secured Party's security interest in the Intellectual Property Collateral and otherwise to carry out the intent and purposes of this IP Security Agreement, or for assuring and confirming to the Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) The Grantor hereby irrevocably appoints the Secured Party as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor, the Secured Party or otherwise, from time to time in the Secured Party's discretion, upon the Grantor's failure or inability to do so, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this IP Security Agreement, including:

(i) To modify, in its sole discretion, this IP Security Agreement without first obtaining the Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which the Grantor no longer has or claims any right, title or interest; provided, however, that the Secured Party may not exercise the rights granted to it pursuant to this Section 8(b)(i) unless (A) it shall have given the Grantor notice of its intent to exercise such rights (which notification must set forth the manner in which the Secured Party intends to modify Exhibit A, Exhibit B or Exhibit C) and the opportunity to amend such exhibits in the manner contemplated by such notice and (B) the Grantor has not so modified such exhibits within at least fifteen (15) calendar days after it received such notice from the Secured Party; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of the Grantor where permitted by law.

9. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this IP Security Agreement:

- (a) An event of default occurs under the Loan Agreement; or
- (b) The Grantor breaches any warranty or agreement made by the Grantor in this IP Security Agreement and such warranty or agreement is not capable of being cured by the Grantor or, if such warranty or agreement is capable of being cured by the Grantor, it is not cured within five (5) business days of such breach.

10. Remedies. Upon the occurrence and continuance of an Event of Default, the Secured Party shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code, including, but not limited to, the right to require the Grantor to assemble the Intellectual Property Collateral and any tangible property in which the Secured Party has a security interest and to make it available to the Secured Party at a place designated by the Secured Party. The Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit the Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. The Grantor will pay any expenses (including, but not limited to, reasonable attorney's fees) incurred by the Secured Party in connection with the exercise of any of the Secured Party's rights hereunder, including, but not limited to, any expense incurred in disposing of the Intellectual Property Collateral. The cash proceeds received by the Secured Party in respect of any such sale are to be applied, first, to the payment of any expenses incurred by the Secured Party in connection with the exercise of any of its rights hereunder and to the payment of expenses that are the responsibility of the Grantor pursuant to other provisions of this Agreement (to the extent that they are then unpaid), second, to the payment of the Secured Obligations, and third, the remaining proceeds, if any, are to be paid over to the Grantor. All of the Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

11. Indemnity. The Grantor agrees to defend, indemnify and hold harmless the Secured Party and its owners, directors, officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Security Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by the Secured Party as a result of or in any way arising out of, following or consequential to transactions between the Secured Party and the Grantor, under this IP Security Agreement or otherwise relating to the Intellectual Property Collateral (including, but not limited to, reasonable attorneys fees and reasonable expenses), including, but not limited to, all losses or expenses arising out of any defect or malfunction in any product manufactured, promoted or sold by the Grantor in connection with any Copyright, Patent or Trademark. Notwithstanding the foregoing, the Grantor shall have no obligations pursuant to this Section 11 for losses, claims, liabilities, demands or expenses that result solely and directly from the Secured Party's gross negligence or willful misconduct.

12. Fees and Expenses. The Grantor shall bear all reasonable legal expenses of the Secured Party in connection with the negotiation, drafting and execution of this IP Security Agreement and all filings contemplated hereby

13. Confidentiality. In handling any information of a confidential nature that comes into its possession pursuant to the rights granted to it by this IP Security Agreement ("Confidential Information"), the Secured Party shall exercise the same degree of care that it exercises in respect of its own confidential information. The foregoing sentence shall not be deemed to prohibit disclosure of Confidential Information (a) to prospective assignees or transferees of the rights and obligations of the Secured Party under the Loan Agreement and/or the Guaranty, or (b) as the Secured Party considers appropriate in exercising the remedies provided to it in this IP Security Agreement.

14. Termination and Reassignment. At such time as the Grantor shall completely satisfy all of the Secured Obligations, this IP Security Agreement shall terminate and the Secured Party shall execute and deliver to the Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in the Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto.

15. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

16. Attorneys' Fees. If any action relating to this IP Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

17. Amendments. Except as contemplated by Section 8(b)(i) hereof, this IP Security Agreement may be amended only by a written instrument signed by both parties hereto.

18. Counterparts. This IP Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

19. Severability. Each provision of this IP Security Agreement is intended to be severable from every other provision, and the invalidity or illegality of any provision of this IP Security Agreement shall not affect the validity or legality of any other provision hereof.

20. Law and Jurisdiction. This IP Security Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard for choice of law provisions.

21. Assignment. Without the consent of the Grantor, the Secured Party may assign or otherwise transfer its rights and obligations hereunder to any other person or entity in connection with an assignment or other transfer of its rights and obligations under the Loan Agreement and/or the Guaranty and, in such event, the assignee shall be entitled, upon notifying the Grantor, to the rights of the Secured Party hereunder and shall be liable for all of the obligations of the

Secured Party hereunder. Without the prior written consent of the Secured Party, the Grantor may not assign or otherwise transfer any of its rights or obligations hereunder.

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IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement on the day and year first above written.

ADDRESS OF GRANTOR:

3767 boul. Thimens, Suite 268
Saint-Laurent, Quebec
H4R 1W4

GRANTOR:

VITALSTATE CANADA LTD., a Canadian corporation

By: 
Name: TERRY GILES
Title:

ADDRESS OF SECURED PARTY:

170 Midwest Road
Toronto, Ontario M1P 3A9

SECURED PARTY:

SCEPTER HOLDINGS INC., a Canadian corporation

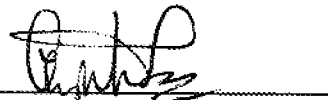
By: 
Name: CHRISTOPHER LUCIK
Title: CFO.

EXHIBIT "A"

COPYRIGHTS (U.S. AND FOREIGN)

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT TITLE AND DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>DATE OF ISSUANCE</u>	<u>OWNER OF RECORD</u>
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SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT TITLE AND DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY</u>	<u>DATE OF FILING</u>	<u>OWNER OF RECORD</u>
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SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT TITLE AND DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLICATION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u>
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EXHIBIT "B"

SCHEDULE A - PATENTS (U.S. AND FOREIGN)

TITLE NUMBER COUNTRY INVENTORS FILING DATE STATUS

SCHEDULE B - PATENT APPLICATIONS (U.S. AND FOREIGN)

Title	Number	Country	Inventor(s)	Priority Date	Status
A Carbohydrate-based Delivery System for Creatine and Other Bioactive Ingredients	10/416,815	U.S.	Michael Farber/Jonathan Farber	September 25, 2001	Filed US May 7, 2003
Delivery Systems For Functional Ingredients	PCT/CA03/00411	International	Michael Farber/Jonathan Farber	April 16, 2002	Full PCT Filed Mar 23, 2003
Delivery Systems For Functional Ingredients	10/416,547	U.S.	Michael Farber/Jonathan Farber	April 16, 2002	Filed US May 13, 2003
A Starch-Based Delivery System for Creatine	10/297,983	U.S.	Michael Farber/Jonathan Farber	September 25, 2001	Filed US Dec 10, 2002
Transmucosal Delivery System (Renamed to "Oral Delivery System Containing a Gel matrix and Liposomes")	PCT/CA03/01034	International	Michael Farber/Jonathan Farber	July 19, 2002	Full PCT Filed July 18, 2003
Multi-Phase Delivery System (Renamed to "Multi-phase Oral delivery System Comprising a Semi-Solid Matrix Phase")	PCT/CA03/01206	International	Michael Farber/Jonathan Farber	August 13, 2002	Full PCT Filed Aug 13, 2003

SCHEDULE C – PROVISIONAL PATENT APPLICATIONS (U.S. AND FOREIGN)

Title	Number	Country	Inventor(s)	Filing Date	Status
Delivery System for Non-steroidal anti-inflammatory drugs (NSAIDs)	60/550,603	U.S.	Jonathan Farber	March 5, 2004	US Provisional
Delivery Systems for Calcium		U.S.	Jonathan Farber	February 19, 2004	US Provisional
Delivery Systems for Antacids	60/558,906	U.S.	Jonathan Farber	April 1, 2004	US Provisional
Oral gel delivery system	60/519,664	U.S.	Jonathan Farber	November 13, 2003	US Provisional
Gel Delivery System for Bioactive Ingredients		U.S.	Jonathan Farber	January 8, 2004	US Provisional
Oral gel delivery system for Functional ingredients	60/525,596	U.S.	Jonathan Farber	April 26, 2004	US Provisional

EXHIBIT "C"

SCHEDULE A – TRADEMARKS (U.S. AND FOREIGN)

Trademark	Application No.	Country	Filing Date	Status
ACTIJUBE	76421274 1138072 2894798	U.S. Canada EU	14-Jun-02 19-Apr-02 16-Oct-02	Statement of Use filed Allowed; Statement of Use due by 19/04/2005 Publication complete, registration pending
ACTIJUBE and DESIGN	78259876 1179033	U.S. Canada	9-Jun-03 3-Jun-03	Allowed September 21, 2004 Time extension to Nov 4, 2004 – in prosecution
ATTACK THE PACK	78259495	U.S.	6-Jun-03	Pub for Opp on 9/14/04; extension to oppose filed 10/14/04
COMMAND and DESIGN	78262818	U.S.	16-Jun-03	USPTO wrongly abandoned - Filed to reinstate Sept 1
COMMAND PERFORMANCE	78245226	U.S.	2-May-03	Allowed 11/02/2004
EXPANDING YOUR POTENTIAL	78251623	U.S.	19-May-03	Allowed 5/11/2004; Extension of time or Statement of Use due 11/11/2004
FITKIDS NUTRITION	78259491	U.S.	6-Jun-03	Published for opposition October 7 Approved for publication on 9/05/2004 but not published yet
FITKIDS NUTRITION DESIGN	78259487	U.S.	6-Jun-03	Approved for publication October 4, 2004
FOUNDATION	78270251	U.S.	3-Jul-03	Published for opposition on 9/28/2004
LIQUID LIGHTNING	78259988	U.S.	9-Jun-03	10/13/2004 – suspension letter mailed
LIQUID THUNDER	78259909	U.S.	9-Jun-03	9/2/4/2004 – publication complete
PROTEIN SPLASH	78260010	U.S.	9-Jun-03	8/30/2004 – suspension letter mailed
PROTEIN WAVE	78260000	U.S.	9-Jun-03	8/30/2004 – suspension letter mailed
RIPPED QUICK	78268189 1175077	U.S. Canada	27-Jun-03 29-Apr-03	USPTO wrongly abandoned - Filed to reinstate 8/25/04 Searched – in prosecution
RUSSIAN RED	76421463 1217734 1136432 2878908	U.S. Canada Canada EU	14-Jun-02 21-May-04 5-Apr-02 10-Apr-02	Published for Opposition Sept 7, 2004 Refile -- approved on Oct 27, 2004 In prosecution Publication period completed on 11/02/2004
TRIM PHYSIQUE	1136431	Canada	5-Apr-02	Searched – in prosecution

Trademark	Application No.	Country	Filing Date	Status
VITALSTATE DESIGN	78265094 1178654	U.S. Canada	20-Jun-03 29-May-03	Published for opp on Oct. 12, 2004 In prosecution
VITALSTATE	76421450 1136430 2877702	U.S. Canada EU	14-Jun-02 5-Apr-02 10-Apr-02	Allowed In prosecution Publication competed on Oct 5, 2004
WOLVERINES and DESIGN	78259485	U.S.	6-Jun-03	Published for Opposition Sept 21, 2004

SCHEDULE B – COMMON LAW TRADEMARKS

<u>TRADEMARK</u>	<u>DATE OF FIRST USE IN COMMERCE</u>	<u>COUNTRY OF FIRST USE</u>	<u>OTHER COUNTRIES IN WHICH MARK IS IN USE</u>	<u>OWNER OF TRADEMARK</u>
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