

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atkins Nutritionals, Inc.		06/27/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78509748	NET ATKINS COUNT	
Serial Number:	78509724	NET COUNT	
Serial Number:	78620112	ATKINS ADVANTAGE	
Serial Number:	78620073	ATKINS ENDULGE	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-951-8517		
Email:	kristine.ouimet@bingham.com		
Correspondent Name:	Kristine L. Ouimet		
Address Line 1:	150 Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Kristine L. Ouimet		
Signature:	/Kristine L. Ouimet/		

OP \$115.00 78509748

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TRADEMARK
REEL: 003110 FRAME: 0532

Date:

06/27/2005

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of June 27, 2005, 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").

W I T N E S S E T H:

WHEREAS, Pledgor is party to a Security Agreement dated October 29, 2003 (as amended, modified, supplemented or restated from time to time, 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 of 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.

SECTION 4. Termination. Upon the full and final payment and 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.

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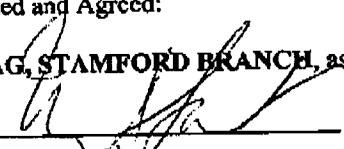
IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set above.

ATKINS NUTRITIONALS, INC.


By: 
Name: JOSEPH J. WINKLIN
Title: SVP AND GENERAL COUNSEL

Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By: 
Name:
Title:

Wilfred V. Saint
Director
Banking Products
Services, US

By: 
Name:
Title:

Richard L. Tavrow
Director
Banking Products
Services, US

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK APPLICATIONS:

Owner	Mark	Application Number	Application Date
Atkins Nutritionals, Inc.	NET ATKINS COUNT	78/509748	November 2, 2004
Atkins Nutritionals, Inc.	NET COUNT	78/509724	November 2, 2004
Atkins Nutritionals, Inc.	ATKINS ADVANTAGE	78/620112	April 29, 2005
Atkins Nutritionals, Inc.	ATKINS ENDULGE	78/620073	April 29, 2005