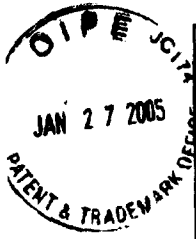


02-03-2005

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



1-27-05

REC  
TI

102932277

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

PBM Products, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) January 10, 2005

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wachovia Bank, National Association

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: P.O. Box 2705 Mailcode NC6038

City: Winston Salem

State: North Carolina

Country: U.S.A. Zip: 27101

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship \_\_\_\_\_

Other National Banking Association Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Appendix A

B. Trademark Registration No.(s)

See attached Appendix A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Breiner & Breiner, L.L.C.

Internal Address: \_\_\_\_\_

Street Address: 115 North Henry Street  
P.O. Box 19290

City: Alexandria

State: Virginia Zip: 22320-0290

Phone Number: 703-684-6885

Fax Number: 703-684-8206

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

240 E

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 02-3690

Authorized User Name \_\_\_\_\_

9. Signature:

Theodore A. Breiner  
Signature

1/27/05  
Date

Theodore A. Breiner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

02/02/2005 ECODPER 00000118 023690 2730071

01 FC:0521 40.00 DA  
02 FC:0522 200.00 DA

APPENDIX A

Trademark Registrations

<u>MARK</u>	<u>REG. NO.</u>	<u>REGISTRATION DATE</u>
KIOSK Design	2,730,871	June 24, 2003
LAMB Design	2,338,166	April 4, 2000
THE RIGHT NUTRITION, SENSIBLY PRICED	2,443,260	April 10, 2001
BABYSOY	2,268,753	August 10, 1999
BABYMIL	2,253,560	June 15, 1999

Trademark Applications

<u>MARK</u>	<u>Serial No.</u>	<u>Filing Date</u>
GLUCOBURST	76/623,583	December 7, 2004
BRIGHT BEGINNINGS	76/553,115	October 2, 2003
BRIGHT BEGINNINGS	76/505,292	April 9, 2003
BECAUSE TO A NEW MOM, EVERYTHING MATTERS	76/551,712	September 25, 2003

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 10, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by **PBM PRODUCTS, LLC**, a Delaware limited liability company ("Grantor"), in favor of **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association ("Bank").

WHEREAS, Grantor has entered into a LOAN AGREEMENT, dated as of even date herewith (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement") with Bank.

WHEREAS, in order to secure the repayment of the Obligations and pursuant to that certain SECURITY AGREEMENT dated as of even date herewith (as amended, supplemented, replaced or otherwise modified from time to time, the "Security Agreement"; capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement), Grantor has granted to the Bank a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Security. Grantor hereby grants to Bank a security interest in and to all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions,

continuations, continuations-in-art, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

2. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Virginia.

5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

PBM PRODUCTS, LLC

By: [Signature]  
Name: Paul B Manning  
Title: President + CEO

Commonwealth of Virginia )  
City/County of Orange ) ss:

I, Jennifer L Cromer, a notary public in and for the Commonwealth and jurisdiction aforesaid, do certify that Paul B Manning, whose name, as President + CEO of PBM PRODUCTS, LLC, Delaware limited liability company, is signed to the foregoing instrument, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and official seal this 8<sup>th</sup> day of January, 2005.

(Notarial Seal) Jennifer L Cromer  
Notary Public

My Commission Expires: 12/08

702169.2

COPYRIGHTS

[NONE]

PATENTS

<u>Number</u>	<u>Date</u>	<u>Issue Title</u>	<u>Patent Holder</u>
---------------	-------------	--------------------	----------------------

NONE

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
Kiosk design	2730871	6/24/03
Lamb design	2338166	4/4/00
The Right Nutrition, Sensibly Priced	2443260	4/10/01
Babysoy	2268753	8/10/99
Babymil	2253560	6/15/99

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
Gluco-Burst	76623583	
Bright Beginnings	76553115	
Bright Beginnings	76505292	
Because to a new mom, everything matters	76551712	

TRADE SECRETS

NONE

INTELLECTUAL PROPERTY LICENSES

NONE