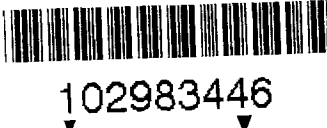


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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Consac Industries Inc.

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other New York

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: JPMorgan Chsae Bank
Internal
Address: _____

Street Address: 395 North Service Road

City: Melville State: NY Zip: 11747

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Bank

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Am ended and Restated Sec. Agreement

Execution Date: 03/30/2005

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
see attached

B. Trademark Registration No.(s)
see attached

Additional number(s) attached Yes No

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

Name: Amy Lee Brady

Internal Address: CSC

Street Address: 80 State Street, 6th Floor

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 215.00

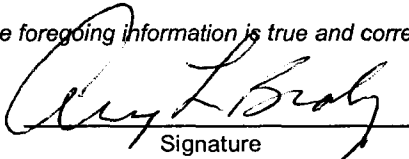
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Amy Lee Brady  04/14/2005
Name of Person Signing Signature Date

04/15/2005 DBYRNE 00000216 2406830
40-00-00
175.00

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

01 FC:8521
02 FC:8522
Documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003147 FRAME: 0723

SCHEDULE A

<u>Trademark/Service Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
BIOCHEM	2406050	11-21-00
LONG LIFE	2384491	09-12-00
DESERT ESSENCE AND DESIGN	2242476	05-04-99
COUNTRY LIFE	1824833	03-08-94
COUNTRY LIFE AND DESIGN	74-343278	03-08-94
MAXINE	74-033132	11-13-90
LONG LIFE	74-017217	12-04-90
COUNTRY LIFE	73-134997	03-07-78

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT
FOR RECORDATION**

WHEREAS, CONSAC INDUSTRIES INC., a New York corporation (the "Company"), having its principal place of business at 180 Vanderbilt Motor Parkway, Hauppauge, New York 11788, was the owner of all right, title and interest in and to the United States trademark and trademark applications set forth on Schedule A attached hereto (the "Trademarks");

WHEREAS, pursuant to the terms and conditions of the Patent and Trademark Security Agreement dated as of December 19, 2002 (as the same may be amended or modified from time to time, the "Patent and Trademark Agreement") made by Company and Tea Tree Solutions, Inc. in favor of **JPMORGAN CHASE BANK**, as Administrative Agent and **JPMORGAN CHASE BANK**, in its individual capacity (now known as JPMorgan Chase Bank, N.A., and collectively, the "Secured Party"), the Company granted a security interest in, and lien on, certain of the Trademarks to secure the Obligations (as defined in the Patent and Trademark Agreement); and

WHEREAS, on the date hereof, the Company transferred and assigned all of its interest in the Trademarks to Country Life, LLC; and

WHEREAS, Company is willing to continue the effectiveness of the security interest in and lien on those Trademarks (to the extent it previously did so) and to grant a new security interest in and lien on those Trademarks (to the extent it has not yet done so), all in favor of the Secured Party for itself and for the ratable benefit of the Credit Parties (as such term is defined in the Patent and Trademark Agreement).

NOW, THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Patent and Trademark Agreement, the Company hereby grants, and confirms and continues the effectiveness of its grant, to the Secured Party for itself and for the ratable benefit of the Credit Parties a security interest in, and a lien upon, the Trademarks, which security interest shall secure all the Obligations and in accordance with the terms and provisions thereof.

The Company expressly acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest granted hereby are more fully set forth in the Patent and Trademark Agreement.


New York, New York
March 30, 2005

CONSAC INDUSTRIES INC.

By: 
Name: *Ryan Dreyfus*
Title: *President*

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

On the 30th day of March in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Reynold D. Smith personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

EDWARD F. DULL
Notary Public, State of New York
No. 02DU6064374
Qualified in Nassau County
Commission Expires Sept. 24, 2005

SCHEDULE A

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