

4/14/05

04-18-2005

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

RE



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

Tab settings

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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): Tea Tree Solutions, 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 R estated Sec. Agr eem ent
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: 3
7. Total fee (37 CFR 3.41): \$ 90.00
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 Name of Person Signing
Signature Date 04/14/2005

04/15/2005 DBYRNE

00000215 75245323

Total number of pages including cover sheet, attachments, and document: 5

01 FC:8521
02 FC:8522

40.00 DP
50.00 DP

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

TRADEMARK
REEL: 003147 FRAME: 0746

SCHEDULE A

Trademark/Service Mark

Registration No.

Date Registered

VITAMIN SOLUTIONS
TEA TREE SOLUTIONS
TEA TREE SOLUTIONS

75-245323
75-170825
74-600299

03-10-98
05-18-99
04-08-97

1847543 vl

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

WHEREAS, TEA TREE SOLUTIONS, 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;

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 Consac Industries 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, said 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 said trademarks to Country Life, LLC; and

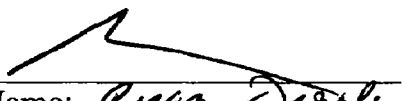
WHEREAS, Company is willing to continue the effectiveness of the security interest in and lien on the trademarks described above in favor of the Secured Party for itself and for the ratable benefit of the Credit Parties (as such term is defined in the Patent and Trademark Agreement).

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 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 set forth in Schedule A attached hereto, 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

TEA TREE SOLUTIONS, INC.

By: 
Name: *Ryan Dwyer*
Title: *President*