

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Wholehealth, Inc.		06/30/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2273135	AMERICAN WHOLEHEALTH	
Registration Number:	1901870	HCA HOLISTIC CENTERS OF AMERICA	
Registration Number:	1927265	BRIDGING CONVENTIONAL AND ALTERNATIVE HEALTH CARE	
Registration Number:	1914386	AMERICAN HOLISTIC CENTERS	
Serial Number:	78469923	AMERICAN WHOLEHEALTH NETWORKS	
Serial Number:	78470019	AMERICAN WHOLEHEALTH NETWORKS	
Serial Number:	78574571	WHOLEHEALTH FOREVER FIT PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312-609-7838		
Email:	tsettle@vedderprice.com		
Correspondent Name:	Tammy S. Settle		
Address Line 1:	222 North LaSalle Street		

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TRADEMARK
REEL: 003157 FRAME: 0641

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:

Tammy S. Settle

Signature:

/tsettle/

Date:

09/12/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of June, 2005 by AMERICAN WHOLEHEALTH, INC., a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of November 23, 2004 and amended pursuant to a certain Amendment No. 1 to Credit Agreement of even date herewith (collectively, as the same may be further amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

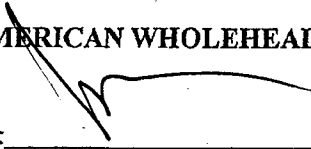
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMERICAN WHOLEHEALTH, INC.

By: 

William J. Lubin
President

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TRADEMARK
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(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division
of Merrill Lynch Business Financial Services
Inc., as Administrative Agent

By: 

William Harper
Vice President

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

(Signature Page Follows)

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
American WholeHealth	2,273,135	08/24/1999
Holistic Centers of America	1,901,870	06/27/1995
Bridging Conventional and Alternative Health Care	1,927,265	10/17/1995
America Holistic Centers	1,914,386	08/22/1995
AHC	1,914,318	10/03/1995
American WholeHealth Networks	Application No. 78-469923	Filed 08/14/04
American WholeHealth Networks, Inc. (stylized)	Application No. 78-470019	Filed 08/14/04
WholeHealth Forever Fit	Application No. 78-574571	Filed 02/24/05