

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Assignment For Security
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GeniSoy Food Company, Inc.		09/20/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	AmSouth Bank c/o AmSouth Capital Corp.
Street Address:	599 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Financial Institution:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78276990	CARB CRUNCHERS
Registration Number:	2090101	GENISOY
Registration Number:	1601841	HARD BODY
Serial Number:	78276994	LOW CARB CRUNCH
Registration Number:	1282064	MLO
Registration Number:	1445928	MUS-L-ON
Serial Number:	76526545	PERFECT FIT
Serial Number:	78489396	GENISOY NATURAL CHOICE

CORRESPONDENCE DATA

Fax Number: (212)836-8689
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-836-7793
 Email: dyong@kayescholer.com
 Correspondent Name: Diana Yong
 Address Line 1: 425 Park Avenue

CH \$215.00 78276990

Address Line 2: Room 17/70
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Diana Yong

Signature: /Diana Yong/

Date: 09/26/2005

Total Attachments: 4
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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, GeniSoy Food Company, Inc. (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), AmSouth Bank, as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), AmSouth Capital Corp., as administrative agent, and the guarantors named therein are parties to the Loan and Security Agreement dated as of the date hereof, and Assignee and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee and the Lenders;

WHEREAS, Assignor has entered into a Security Agreement-Trademarks dated the date hereof (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee;

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement; and

Notwithstanding the foregoing provisions of this paragraph, such grant of a security interest shall not extend to, and the term "Collateral" shall not include, any contract rights and other general intangibles to which the Assignor is a party or any of its rights or interests thereunder, to the extent that such contract rights and other general intangibles are not assignable or capable of being encumbered under the terms thereof.

WHEREAS, when the Secured Obligations (other than contingent and indemnification) have been indefeasibly paid and performed in full, the Commitments have been terminated and all outstanding Letters of Credit have been canceled or have expired (or have been cash collateralized or backed up by letters of credit pursuant to Section 2.4(j) of the Loan and Security Agreement), this Assignment for Security shall terminate and Assignee, at the expense of Assignor, will execute and deliver to Assignor all instruments reasonably requested by Assignor to acknowledge termination of this Assignment for Security and will release the Trademarks from the security interest created hereby and under the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is c/o AmSouth Capital Corp., 599 Lexington Avenue, New York, New York 10022.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 20 day of September, 2005.

GENISOY FOOD COMPANY, INC.

By: 
Name: Jim Brown
Title: CEO

SCHEDULE 1-A TO GRANT OF SECURITY

TRADEMARKS

<u>Mark</u>	<u>Registration No./ Application No.</u>	<u>Country or Region</u>
CARB CRUNCHERS	78/276,990	USA
GENISOY	2,090,101	USA
HARD BODY	1,601,841	USA
LOW CARB CRUNCH	78/276,994	USA
MLO & design	1,282,064	USA
MUS-L-ON	1,445,928	USA
PERFECT FIT	76/526,545	USA
GENISOY NATURAL CHOICE	78/489,396	USA