

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Isagenix Worldwide, LLC		08/29/2005	LIMITED LIABILITY COMPANY: DELAWARE
Isagenix International, LLC		08/29/2005	LIMITED LIABILITY COMPANY: ARIZONA
Isadermix, LLC		08/29/2005	LIMITED LIABILITY COMPANY: ARIZONA
Isagenix Manufacturing, LLC		08/29/2005	LIMITED LIABILITY COMPANY: DELAWARE
Isagenix Puerto Rico, Inc.		08/29/2005	CORPORATION: ARIZONA
Isagenix Canada, Inc.		08/29/2005	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	SeaCoast Capital Partners II, L.P.		
Street Address:	55 Ferncroft Road		
Internal Address:	c/o Seacoast II Advisors, LLC		
City:	Danvers		
State/Country:	MASSACHUSETTS		
Postal Code:	01923		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	CAC, LLC		
Street Address:	4350 LaJolla Village Drive, #980		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
Name:	DRD Family Partnership, L.P.		
Street Address:	676 North Michigan Avenue		
Internal Address:	Suite 2800		

OP \$290.00 2129227

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TRADEMARK
 REEL: 003175 FRAME: 0926

City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60611
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2129227	SALAD BAR
Registration Number:	2580106	HIS MOJO
Registration Number:	2640554	ACCELERATE YOUR SENSES
Registration Number:	2858499	HAVE YOUR CAKE & EAT IT TOO
Registration Number:	2198293	ISAGENIX
Registration Number:	2926600	SLIMCAKES
Registration Number:	2870178	ISAPRO
Serial Number:	76620975	ISAFLUSH
Serial Number:	76620999	ISAMUNE
Serial Number:	76621173	SALAD BAR
Serial Number:	76621172	IONIX

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147581500
Email: estafford@pattonboggs.com
Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue
Address Line 2: Suite 3000; Patton Boggs, LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	009091.0100 (SEACOAST)
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	10/17/2005

Total Attachments: 28

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SECURITY AGREEMENT

This SECURITY AGREEMENT (this "**Security Agreement**") is made as of August 29, 2005 among ISAGENIX WORLDWIDE LLC, a Delaware limited liability company, ISAGENIX INTERNATIONAL, LLC, an Arizona limited liability company, ISADERMIX, LLC, an Arizona limited liability company, ISAGENIX MANUFACTURING LLC, a Delaware limited liability company, ISAGENIX PUERTO RICO, INC., an Arizona corporation, and ISAGENIX CANADA, INC., an Arizona corporation (individually, a "**Company**" and collectively, "**Companies**"), SEACOAST CAPITAL PARTNERS II, L.P., a Delaware limited partnership ("**Seacoast**"), CAC, LLC, an Illinois limited liability company ("**CAC**") and DRD FAMILY PARTNERSHIP, LP, an Illinois limited partnership ("**DRD**", and together with Seacoast and CAC, individually, a "**Purchaser**" and collectively, "**Purchasers**").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof by and among Companies and Purchasers (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Note Agreement**"), Purchasers have agreed to purchase the Senior Subordinated Notes (as defined in the Note Agreement) from Companies; and

WHEREAS, in order to induce Purchasers to enter into the Note Agreement and the Other Agreements and to purchase Senior Subordinated Notes as provided for in the Note Agreement, Company has agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the Senior Subordinated Obligations.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Agreement. All other terms contained in this Security Agreement, unless the context indicates otherwise, have the meanings provided for by the Uniform Commercial Code enacted and in effect in the State of Arizona (the "**UCC**") to the extent the same are used or defined therein.

(b) "Uniform Commercial Code jurisdiction" means any jurisdiction that has adopted all or substantially all of Article 9 as contained in the 2000 Official Text of the Uniform Commercial Code, as recommended by the National Conference of Commissioners on Uniform State Laws and the American Law Institute, together with any subsequent amendments or modifications to the Official Text.

2. GRANT OF LIEN.

(a) To secure the prompt and complete payment, performance and observance of all of the Senior Subordinated Obligations, each Company hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Purchasers a Lien upon all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of that Company (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, that Company, and regardless of where located (all of which being hereinafter collectively referred to as the "Collateral"), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Documents;
- (iv) all General Intangibles (including payment intangibles and Software);
- (v) all Goods (including Inventory, Equipment and Fixtures);
- (vi) all Instruments;
- (vii) all Investment Property;
- (viii) all Deposit Accounts, of each Company, including all depository accounts and all other bank accounts and all deposits therein;
- (ix) all money, cash or cash equivalents of each Company;
- (x) all Supporting Obligations and Letter-of-Credit Rights of each Company;
- (xi) the commercial tort claims listed on Schedule II attached hereto; and
- (xii) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and all other rights to payment not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Senior Subordinated Obligations and in order to induce Purchasers as aforesaid, each Company hereby grants to Purchasers a right of set-off against the property of any Company held by Purchasers, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Purchasers,

for any purpose, including safekeeping, collection or pledge, for the account of any Company, or as to which any Company may have any right or power.

3. PURCHASERS' RIGHTS; LIMITATIONS ON PURCHASERS' SENIOR SUBORDINATED OBLIGATIONS.

(a) It is expressly agreed by Companies that, anything herein to the contrary notwithstanding, each Company shall remain liable under each of its contracts and each of its licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder. No Purchaser shall have any obligation or liability under any contract or license by reason of or arising out of this Security Agreement or the granting herein of a Lien thereon or the receipt by any Purchaser of any payment relating to any contract or license pursuant hereto. No Purchaser shall be required or obligated in any manner to perform or fulfill any of the obligations of any Company under or pursuant to any contract or license, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contract or license, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Purchasers may at any time after an Event of Default has occurred and is continuing without prior notice to Companies, notify Account Debtors and other Persons obligated on the Collateral that Purchasers have a security interest therein, and that payments shall be made directly to Purchasers. Upon the request of any Purchaser, Companies shall so notify Account Debtors and other Persons obligated on Collateral. Once any such notice has been given to any Account Debtor or other Person obligated on the Collateral, no Company shall give any contrary instructions to such Account Debtor or other Person without Purchasers' prior written consent.

(c) Any Purchaser may at any time in such Purchaser's own name, in the name of a nominee of Purchasers or in the name of any Company communicate (by mail, telephone, facsimile or otherwise) with Account Debtors, parties to contracts and obligors in respect of Instruments to verify with such Persons, to such Purchaser's satisfaction, the existence, amount terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper and/or payment intangibles.

4. REPRESENTATIONS AND WARRANTIES. Each Company represents and warrants that:

(a) Each Company has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder free and clear of any and all Liens other than Permitted Liens.

(b) No effective security agreement, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Collateral is on file or of record in any public office, except such as may have been filed (i) by

Companies in favor of Purchasers pursuant to this Security Agreement or the Other Agreements, and (ii) in connection with any other Permitted Liens.

(c) This Security Agreement is effective to create a valid and continuing Lien on and, upon the filing of the appropriate financing statements listed on Schedule I hereto, a perfected Lien in favor of Purchasers on the Collateral with respect to which a Lien may be perfected by filing pursuant to the UCC. Such Lien is prior to all other Liens, except Permitted Liens in favor of Senior Lender and Permitted Liens that would be prior to Liens in favor of Purchasers as a matter of law, and is enforceable as such as against any and all creditors of and purchasers from Companies (other than purchasers and lessees of Inventory in the ordinary course of business). All action by Companies necessary or desirable to protect and perfect such Lien on each item of the Collateral has been duly taken.

(d) From and after the occurrence of an Event of Default, Companies will take all actions necessary or reasonably desirable to protect and perfect the Lien of Purchasers on all Instruments, Investment Property (to the extent evidenced by certificated securities), Letter of Credit Rights and Chattel Paper (including the delivery of all originals thereof to Purchasers and the legending of all Chattel Paper as required by Section 5(b) hereof). The Lien of Purchasers on all Instruments, Letter of Credit Rights and Chattel Paper of Companies is prior to all other Liens, except Permitted Liens in favor of Senior Lender and Permitted Liens that would be prior to the Liens in favor of Purchasers as a matter of law, and is enforceable as such against any and all creditors of and purchasers from Companies.

(e) Each Company's name as it appears in official filings in the state of its incorporation or organization, as applicable, the type of entity of each Company (including corporation, partnership, limited partnership or limited liability company), organizational identification number issued by each Company's state of incorporation or organization or a statement that no such number has been issued, each Company's state of organization or incorporation, the location of each Company's chief executive office, principal place of business, offices, all warehouses and premises where Collateral is stored or located, and the locations of its books and records concerning the Collateral are set forth on Schedule III hereto. Each Company has only one state of incorporation or organization.

(f) With respect to the Accounts, (i) they represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of each Company's business and are not evidenced by a judgment, Instrument or Chattel Paper; (ii) there are no setoffs, claims or disputes existing or asserted with respect thereto (except as set forth on Schedule 4.7 to the Note Agreement), and no Company has made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by a Company in the ordinary course of its business for prompt payment and disclosed to Purchasers; (iii) to Companies' knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof

or could reasonably be expected to reduce the amount payable thereunder as shown on Companies' books and records and any invoices and statements delivered to Purchasers with respect thereto; (iv) no Company has received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and (v) no Company has any knowledge that any Account Debtor is unable generally to pay its debts as they become due. Further with respect to the Accounts (x) the amounts shown on such records and all invoices and statements which may be delivered to Purchasers with respect thereto are actually and absolutely owing to a Company as indicated thereon and are not in any way contingent; and (y) to Companies' knowledge, all Account Debtors have the capacity to contract.

(g) With respect to any Inventory owned by Companies, (i) such Inventory is located at one of Companies' locations set forth on Schedule III hereto, (ii) no Inventory is now, or shall at any time or times hereafter be stored at any other location without Purchasers' prior consent, and if Purchasers give such consent, Companies will concurrently therewith obtain, to the extent required by the Note Agreement, bailee, landlord and mortgagee agreements, (iii) Companies have good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to Purchasers and except for Permitted Liens, (iv) such Inventory is of good and merchantable quality, free from any material defects, (v) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, and (vi) the completion of manufacture, sale or other disposition of such Inventory by Purchasers following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which any Company is a party or to which such property is subject.

(h) No Company has any interest in, or title to, any Intellectual Property except as set forth in Schedule IV hereto. This Security Agreement is effective to create a valid and continuing Lien on and, upon filing of this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, perfected security interests in favor of Purchasers in Companies' Intellectual Property and such perfected security interests are enforceable as such as against any and all creditors of and purchasers from Companies. Upon filing of this Security Agreement with the United States Copyright Office, the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I hereto, all action necessary or desirable to protect and perfect Purchasers' Lien on Companies' Intellectual Property shall have been duly taken.

5. COVENANTS. Companies, jointly and severally, covenant and agree with Purchasers that from and after the date of this Security Agreement and until the Senior Subordinated Obligations are indefeasibly paid in full:

(a) Further Assurances; Pledge of Instruments; Chattel Paper.

(i) At any time and from time to time, upon the written request of Purchasers and at the sole expense of Companies, Companies shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as Purchasers may deem desirable to obtain the full benefits of this Security Agreement and of the rights and powers herein granted, including (A) using its best efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of Purchasers of any license or contract held by any Company and to enforce the security interests granted hereunder; and (B) filing any financing or continuation statements under the UCC with respect to the Liens granted hereunder or under any Other Agreement as to those jurisdictions that are not Uniform Commercial Code jurisdictions.

(ii) Unless Purchasers shall otherwise consent in writing (which consent may be revoked), Companies shall deliver to Purchasers all Collateral consisting of negotiable Documents, certificated securities, Chattel Paper and Instruments (in each case, accompanied by stock powers, unit powers, allonges or other instruments of transfer executed in blank) promptly after each Company receives the same.

(iii) From and after the occurrence of an Event of Default and upon the request of any Purchaser, Companies shall obtain or use its best efforts to obtain collateral assignments of leases and/or waivers or subordinations of Liens from landlords and mortgagees, and Companies shall in all instances obtain signed acknowledgements of Purchasers' Liens from bailees having possession of any Company's Goods that they hold for the benefit of Purchasers.

(iv) From and after the occurrence of an Event of Default and upon the request of any Purchaser, Companies shall obtain authenticated agreements from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for any Company, which agreement shall grant to Purchasers "control" over such financial assets or commodities for purposes of Section 9.106 of the UCC.

(v) From and after the occurrence of an Event of Default and upon the request of any Purchaser, Companies shall obtain a blocked account, lockbox or similar agreement with each bank or financial institution holding a Deposit Account for any Company, which agreement shall grant to Purchasers "control" over such Deposit Account and the monies contained therein for purposes of Section 9.104 of the UCC.

(vi) If any Company is or becomes the beneficiary of a letter of credit, then that Company shall promptly, and in any event within five (5) Business Days after becoming a beneficiary, notify Purchasers thereof and enter into a tri-party agreement with Purchasers and the issuer and/or confirmation bank

with respect to Letter-of-Credit Rights assigning such Letter-of-Credit Rights to Purchasers, all in form and substance reasonably satisfactory to Purchasers.

(vii) Companies shall take all steps necessary to grant Purchasers control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(viii) Companies hereby irrevocably authorize Purchasers at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Company or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Company is an organization, the type of organization and any organization identification number issued to Company, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Company agrees to furnish any such information to Purchasers promptly upon request. Company also ratifies its authorization for Purchasers to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof. Upon any Purchaser's request, each Company agrees to execute any initial financing statements or amendments thereto necessary to perfect Purchasers' Liens and security interests in the Collateral.

(ix) Each Company shall promptly, and in any event within five (5) Business Days after the same is acquired by it, notify Purchasers of any commercial tort claim (as defined in the UCC) acquired by it, and unless otherwise consented by Purchasers, that Company shall enter into a supplement to this Security Agreement, granting to Purchasers a Lien in such commercial tort claim.

(b) Maintenance of Records. Companies shall keep and maintain, at its own cost and expense, satisfactory and complete records of the Collateral, including a record of any and all payments received and any and all credits granted with respect to the Collateral and all other dealings with the Collateral. Companies shall mark its books and records pertaining to the Collateral to evidence this Security Agreement and the Liens granted hereby.

(c) Covenants Regarding Intellectual Property Collateral.

(i) Companies shall notify Purchasers immediately if it knows or has reason to know that any application or registration relating to any Intellectual Property (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any court) regarding any Company's ownership of any Intellectual Property, a Company's right to register the same, or to keep and maintain the same.

(ii) In no event shall any Company, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency without giving Purchasers prior written notice thereof, and, upon request of any Purchaser, Companies shall execute and deliver any and all Security Agreements as such Purchaser may request to evidence Purchasers' Lien on such Intellectual Property, and the General Intangibles of Companies relating thereto or represented thereby.

(iii) Companies shall take all actions necessary or requested by any Purchaser to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of any Intellectual Property (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless a Company shall determine that such Intellectual Property is not material to the conduct of its business.

(iv) In the event that any Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, the applicable Company shall comply with Section 5(a)(ix) of this Security Agreement. Such Company shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Purchasers shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

(d) Indemnification. In any suit, proceeding or action brought by any Purchaser relating to any Collateral for any sum owing with respect thereto or to enforce any rights or claims with respect thereto, Companies will save, indemnify, defend and keep each Purchaser harmless from and against all expense (including reasonable attorneys' fees and expenses), loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Account Debtor or other Person obligated on the Collateral, arising out of a breach by any Company of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to, or in favor of, such obligor or its successors from any Company,

except in the case of any Purchaser, to the extent such expense, loss, or damage is attributable solely to the gross negligence or willful misconduct of such Purchaser as finally determined by a court of competent jurisdiction. All such obligations of any Company shall be and remain enforceable against and only against the applicable Company and shall not be enforceable against any Purchasers.

(e) Compliance with Terms of Accounts, etc. In all material respects, Companies will perform and comply with all obligations in respect of the Collateral and all other agreements to which it is a party or by which it is bound relating to the Collateral.

(f) Limitation on Liens on Collateral. Companies will not create, permit or suffer to exist, and will defend the Collateral against, and take such other action as is necessary to remove, any Lien on the Collateral except Permitted Liens, and will defend the right, title and interest of any Purchaser in and to any of Company's rights under the Collateral against the claims and demands of all Persons whomsoever.

(g) Limitations on Disposition. Companies will not sell, license, lease, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so, except as expressly permitted by the Note Agreement.

(h) Further Identification of Collateral. Companies will, if so requested by any Purchaser, furnish to such Purchaser, as often as such Purchaser requests, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as any Purchaser may reasonably request, all in such reasonable detail as such Purchaser may specify.

(i) Notices. Companies will advise Purchasers promptly, in reasonable detail, (i) of any Lien (other than Permitted Liens) or claim made or asserted against any of the Collateral, and (ii) of the occurrence of any other event that would have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder or under any Other Agreement.

(j) No Reincorporation or Change of Principal Place of Business or Chief Executive Office. Without limiting the prohibitions on mergers involving any Company contained in the Note Agreement, no Company shall reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the date hereof without the prior written consent of Purchasers. No Company shall change its principal place of business or chief executive office without the prior written consent of Purchasers.

(k) Terminations; Amendments Not Authorized. Companies acknowledge that they are not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Purchasers and agrees that it will not do so without the prior written consent of Purchasers, subject to Companies' rights under Section 9-509(d)(2) of the UCC.

6. PURCHASERS' APPOINTMENT AS ATTORNEY-IN-FACT. On the Closing Date, each Company shall execute and deliver to Holders Representative a power of attorney (the "**Power of Attorney**") substantially in the form attached hereto as Exhibit A. The power of attorney granted pursuant to the Power of Attorney is a power coupled with an interest and shall be irrevocable until the occurrence of (i) the termination of the Note Agreement and (ii) the indefeasible payment in full of the Senior Subordinated Obligations. The powers conferred on Holders Representative under the Power of Attorney are solely to protect Holders Representative's interests in the Collateral and shall not impose any duty upon Holders Representative to exercise any such powers. Holders Representative agrees that (a) except for the powers granted in clause (h) of the Power of Attorney, it shall not exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing, and (b) Holders Representative shall account for any moneys received by Holders Representative in respect of any foreclosure on or disposition of Collateral pursuant to the Power of Attorney provided that Holders Representative shall have no duty as to any Collateral, and Holders Representative shall be accountable only for amounts that it actually receives as a result of the exercise of such powers. NONE OF PURCHASERS OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE RESPONSIBLE TO ANY COMPANY FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR OTHERWISE, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, NOR FOR ANY PUNITIVE EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

7. REMEDIES; RIGHTS UPON DEFAULT.

(a) In addition to all other rights and remedies granted to it under this Security Agreement, the Note Agreement, the Other Agreements and under any other instrument or agreement securing, evidencing or relating to any of the Senior Subordinated Obligations, if any Event of Default shall have occurred and be continuing, Purchasers may exercise all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Companies expressly agree that in any such event Purchasers, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon any Company or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may forthwith enter upon the premises of any Company where any Collateral is located through self-help, without judicial process, without first obtaining a final judgment or giving any Company or any other Person notice and opportunity for a hearing on Purchasers' claim or action, and may collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at a public or private sale or sales, at any exchange at such prices as it may deem acceptable, for cash or on credit or for future delivery without assumption of any credit risk. Purchasers shall have the right upon any

such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption Companies hereby release. Such sales may be adjourned and continued from time to time with or without notice. Purchasers shall have the right to conduct such sales on any Company's premises or elsewhere and shall have the right to use any Company's premises without charge for such time or times as Purchasers deems necessary or advisable.

If any Event of Default shall have occurred and be continued, Companies further agree, at any Purchaser's request, to assemble the Collateral and make it available to Purchasers at a place or places designated by Purchasers reasonably convenient to Purchasers and Companies, whether at any Company's premises or elsewhere. Until Purchasers are able to effect a sale, lease, or other disposition of Collateral, any Purchaser shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by Purchasers. No Purchaser shall have an obligation to any Company to maintain or preserve the rights of a Company as against third parties with respect to Collateral while Collateral is in the possession of such Purchaser. Purchasers may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of Purchasers' remedies with respect to such appointment without prior notice or hearing as to such appointment. Purchasers shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Senior Subordinated Obligations as provided in the Note Agreement, and only after so paying over such net proceeds, and after the payment by Purchasers of any other amount required by any provision of law, need Purchasers account for the surplus, if any, to Companies. To the maximum extent permitted by applicable law, each Company waives all claims, damages, and demands against any Purchaser arising out of the repossession, retention or sale of the Collateral except such as arise solely out of the gross negligence or willful misconduct of such Purchaser as finally determined by a court of competent jurisdiction. Companies agree that ten (10) days prior notice by Purchasers of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. Companies shall remain jointly and severally liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Senior Subordinated Obligations, including any attorneys' fees and other expenses incurred by Purchasers to collect such deficiency.

(b) Except as otherwise specifically provided herein, each Company hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(c) To the extent that applicable law imposes duties on Purchasers to exercise remedies in a commercially reasonable manner, each Company acknowledges and agrees that it is not commercially unreasonable for Purchasers (i) to fail to incur expenses reasonably deemed significant by Purchasers to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain

governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as a Company, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure Purchasers against risks of loss, collection or disposition of Collateral or to provide to Purchasers a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by Purchasers, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Purchasers in the collection or disposition of any of the Collateral. Companies acknowledge that the purpose of this Section 7(c) is to provide non-exhaustive indications of what actions or omissions by any Purchaser would not be commercially unreasonable in the such Purchaser's exercise of remedies against the Collateral and that other actions or omissions by any Purchaser shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 7(c). Without limitation upon the foregoing, nothing contained in this Section 7(c) shall be construed to grant any rights to any Company or to impose any duties on Purchasers that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 7(c).

(d) No Purchaser shall be required to make any demand upon, or pursue or exhaust any of its rights or remedies against, any Company, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Senior Subordinated Obligations or to pursue or exhaust any of its rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof. No Purchaser shall be required to marshal the Collateral or any guarantee of the Senior Subordinated Obligations or to resort to the Collateral or any such guarantee in any particular order, and all of its rights hereunder or under any Other Agreement shall be cumulative. To the extent it may lawfully do so, each Company absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against any Purchaser, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise.

8. GRANT OF LICENSE TO USE INTELLECTUAL PROPERTY. For the purpose of enabling Purchasers to exercise rights and remedies under Section 7 hereof (including, without limiting the terms of Section 7 hereof, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Collateral) at such time as Purchasers shall be lawfully entitled to exercise such rights and remedies, each Company hereby grants to Purchasers an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Company) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by any Company, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

9. LIMITATION ON PURCHASERS' DUTY IN RESPECT OF COLLATERAL. Each Purchaser shall use reasonable care with respect to the Collateral in its possession or under its control. No Purchaser shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of Purchasers, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

10. REINSTATEMENT. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Company for liquidation or reorganization, should any Company become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Company's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Senior Subordinated Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Senior Subordinated Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Senior Subordinated Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

11. NOTICES. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Note Agreement.

12. SEVERABILITY. Whenever possible, each provision of this Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. This Security Agreement is to be read, construed and applied together with the Note Agreement and

the Other Agreements which, taken together, set forth the complete understanding and agreement of Purchasers and Companies with respect to the matters referred to herein and therein.

13. NO WAIVER; CUMULATIVE REMEDIES. No Purchaser shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Purchasers and then only to the extent therein set forth. A waiver by any Purchaser of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Purchasers would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of any Purchaser, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Purchasers and Companies.

14. LIMITATION BY LAW. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

15. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 10 hereof, this Security Agreement shall terminate upon the occurrence of the termination of the Note Agreement and the indefeasible repayment of all Senior Subordinated Obligations.

16. SUCCESSORS AND ASSIGNS. This Security Agreement and all obligations of each Company hereunder shall (i) be binding upon the successors and assigns of each Company (including any debtor-in-possession on behalf of a Company), (ii) be joint and several among Companies and (iii) together with the rights and remedies of Purchasers hereunder, inure to the benefit of Purchasers, all future holders of any instrument evidencing any of the Senior Subordinated Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Senior Subordinated Obligations or any portion thereof or interest therein shall in any manner affect the Lien granted to Purchasers hereunder. Companies may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Security Agreement.

17. COUNTERPARTS. This Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. The Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Purchasers, electronic means, all of which shall be equally valid.

18. GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED EXCLUSIVELY IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ARIZONA AS APPLIED TO AGREEMENTS AMONG ARIZONA RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN THE STATE OF ARIZONA, EXCLUDING THAT BODY OF LAW RELATED TO CONFLICTS OF LAWS.

19. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH COMPANY AND EACH PURCHASER HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, THE SENIOR SUBORDINATED NOTES OR ANY DOCUMENTS ENTERED INTO IN CONNECTION THEREWITH OR THE TRANSACTIONS CONTEMPLATED THEREBY OR THE ACTIONS OF PURCHASERS IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF.

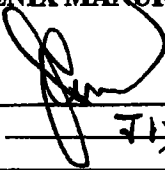
20. SECTION TITLES. The Section titles contained in this Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

21. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Security Agreement.

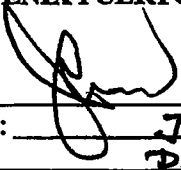
IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMPANIES:

**ISAGENIX WORLDWIDE, LLC
ISAGENIX INTERNATIONAL, LLC
ISADERMIX, LLC
ISAGENIX MANUFACTURING, LLC**

By: 
Name: Jim Coover
Title: PRESIDENT

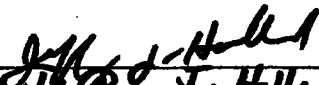
**ISAGENIX CANADA, INC.
ISAGENIX PUERTO RICO, INC.**

By: 
Name: Jim Coover
Title: PRESIDENT


PURCHASERS:

**SEACOAST CAPITAL PARTNERS II,
L.P.**

By: Seacoast II Advisors, LLC,
its general partner

By: 
Name: William J. Holland
Title: Managing Member

CAC, LLC

By: 
Name: TOM DAMMEYER
Title: ATTORNEY-IN-FACT

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DRD FAMILY PARTNERSHIP, LP

By: Tom Dammeier
Name: TOM DAMMEIER
Title: ATTORNEY-IN-FACT

SECURITY AGREEMENT

SCHEDULE I
to
SECURITY AGREEMENT

FILING JURISDICTIONS

State of Delaware
State of Arizona

SCHEDULE II
to
SECURITY AGREEMENT

COMMERCIAL TORT CLAIMS

None.

**Schedule III
to
Security Agreement**

Company Information

Name	Type	Organizational #	State of Formation
Isagenix Worldwide LLC	LLC	4020620	DE
Isagenix International, LLC	LLC	L-10360137	AZ
Isagenix Manufacturing LLC	LLC	4020619	DE
Isadermix, LLC	LLC	L-11424687	AZ
Isagenix Canada, Inc.	CORP	10973781	AZ
Isagenix Puerto Rico, Inc.	CORP	11144079	AZ

(a) Principal Place of Business:

Headquarters office, Distribution Facility and Warehouse
2225 S. Price Road
Chandler, AZ 85248

(b) Location of Books and Records:

Isagenix International, LLC
Headquarters office, Distribution Facility and Warehouse
2225 S. Price Road
Chandler, AZ 85248

Isagenix Manufacturing, LLC
Manufacturing Facility
3120 South Potter Suites A & B
Tempe, Arizona 85282

Isagenix Puerto Rico, Inc.
Puerto Rico Operations Office and Warehouse Space
Space #6
Palmas Village Catano, Puerto Rico

(c) All other Company locations:

Isagenix Manufacturing, LLC
Warehouse

3121 South Park Drive
Tempe, Arizona 85258

Isagenix Manufacturing, LLC
Warehouse
3660 E. Wier Ave.
Phoenix, Arizona 85258

Isagenix Manufacturing, LLC
Warehouse
3620 E. Wier Ave.
Tempe, Arizona 85258

Isagenix Canada, Inc.
Contract warehouse
#121,555 – 69 Ave SE
Calgary, Alberta T3A3V3

Possession of Company Assets:

The Company has two contract manufacturers, LifeTech and Bactolac Pharmaceuticals, which may, at any given time, have inventory on hand.

Schedule IV
to
Security Agreement

- **Trademarks** (based on information in an August 25, 2005 email from Nelson & Roediger)

Active Registrations

1. **SALAD BAR** – U.S. Registration No. 2,129,227 registered January 13, 1998 for vegetable-based food product; filed in the name of Integrated Health Network, Inc.; assigned Healthy Outlook Nutrition, Inc., August 30, 2000, recorded October 19, 2000. A Declaration of Use under Section 8 was filed July 13, 2004, and accepted. Renewal of this registration is **due by January 13, 2008.**
2. **HIS MOJO** – U.S. Registration No. 2,580,106, registered June 11, 2002 in IC 5 for dietary and nutritional supplements, registered June 11, 2002; filed in the name of Healthy Outlook Nutrition, Inc. The Declaration of Use under Sections 8 & 15 is due between the fifth and sixth year anniversary of issuance of the mark, which in this case is **between June 11, 2007, and June 11, 2008.**
3. **ACCELERATE YOUR SENSES** – U.S. Registration No. 2,640,554, filed in the name of Healthy Outlook Nutrition, Inc., registered October 22, 2002, in IC 5 for dietary and nutritional supplements. A Declaration of Use (Continued) is due between the fifth and sixth years after registration, which in this case is **between October 22, 2007, and October 22, 2008.**
4. **HAVE YOUR CAKE & EAT IT TOO** – U.S. Registration No. 2,858,499, filed in the name of Isagenix International, Inc., registered June 29, 2004, in IC 5 for nutritional supplement in the form of snack bars for weight loss. A Declaration of Use (Continued) is due between the fifth and sixth years after registration, which in this case is **between June 29, 2009, and June 29, 2010.**
5. **ISAGENIX** – U.S. Registration 2, 198,293, filed in the name of Bio-Herbal Technology, Inc., assigned to Healthy Outlook Nutrition, Inc., February 21, 2002, and recorded with the Trademark Office March 7, 2002, registered October 20, 1998 in IC 5 for vitamins and nutritional supplements. The Declaration of Continued Use under Sections 8 & 15 was filed October 8, 2004 and accepted. Renewal of this registration is **due by October 20, 2008.**
6. **SLIMCAKES** – U.S. Registration No. 2,926,600, filed in the name of Isagenix International, Inc., registered February 15, 2005 in IC 5 for nutritional supplement in the form of snack bars for weight loss. A Declaration of Use (Continued) is due between the fifth and sixth years after registration, which in this case is **between February 15, 2010, and February 15, 2011.**

7. ISAPRO – U.S. Registration No. 2,870,178, filed in the name of Isagenix International, Inc., registered August 3, 2004, in IC 5 for nutritional products, namely meal replacement and dietary supplement drink mixes featuring soy protein. A Declaration of Use (Continued) is due between the fifth and sixth years after registration, which in this case is **between August 3, 2009 and August 3, 2010.**

Pending Applications:

8. ISAFLUSH – filed November 18, 2004, SN 76/620,975; filed in the name of Isagenix International, Inc. Please see our letter of July 21, 2005

9. ISAMUNE – filed November 18, 2004, SN 76/620,999; filed in the name of Isagenix International, Inc. Received Examiner's Amendment, awaiting Notice of Publication

10. SALAD BAR – filed November 18, 2004, SN 76/621,173; filed in the name of Isagenix International, Inc. Please see our letter of July 21, 2005

11. IONIX – filed November 18, 2004, SN 76/621,172; filed in the name of Isagenix International, Inc. Received Examiner's Amendment, awaiting Notice of Publication

- Seller has also applied for the following marks:
 - “Want More Energy?”
 - “Isa Lyte”
 - “C-Lyte”

Intellectual Property licenses and the Companies' rights thereunder that may apply to software used by the Companies. Such are retained in the Companies' corporate offices and are subject to the terms of such licenses.

All other Intellectual Property contained in the assets of Companies including:

All formulations for Isagenix products and any and all proprietary technology and processes used in production of any Isagenix product including:

Isagenix Nutritional System:

- Accelerator Capsules
- Antioxidants
- Cleanse for Life (Fast Start) Dietary Supplement
- Essentials for Men
- Essentials for Women
- Ionix Supreme Dietary Supplement
- IsaFlush
- Isagenix Snacks
 - Chocolate

Vanilla

- IsaKids Super Shake
- IsaLean Shake
 - Creamy Chicken Soup
 - French Vanilla
 - Rich Chocolate
- IsaLean Bars
- IsaMune
- IsaPro
- Omega 3.6.9
- Slim Cakes
- Want More Energy?
 - Citrus Flavor
 - Grape Flavor
 - Orange Flavor
 - C-Lyte

Skin Care:

- Crystal Mineral Masque
- Face & Neck Lift
- Intensive Eye and Lip Firming Treatment
- IsaDermix Skin Renewal System
 - Phase 1 – Dermal Cleanse
 - Phase 2 – Microdermabrasion Treatment
 - Phase 3 – Replenishing toner
 - Phase 4 – Vitamin C Serum
 - Phase 5 – A.M. Hydrating Cream
 - Phase 6 – P.M. Replenishing Cream
- Swiss Collagen Serum

Any and all Trademarks and Tradenames in the U.S. and Puerto Rico.

EXHIBIT A

Power of Attorney

This Power of Attorney is executed and delivered by ISAGENIX WORLDWIDE LLC, a Delaware limited liability company, ISAGENIX INTERNATIONAL, LLC, an Arizona limited liability company, ISADERMIX, LLC, an Arizona limited liability company, ISAGENIX MANUFACTURING LLC, a Delaware limited liability company, ISAGENIX PUERTO RICO, INC., an Arizona corporation, and ISAGENIX CANADA, INC., an Arizona corporation (individually, a "**Company**" and collectively, "**Companies**"), to Seacoast Capital Partners II, L.P., a Delaware limited partnership ("**Seacoast**" as used herein, "**Attorney**"), for the benefit of Seacoast, CAC, LLC and DRD Family Partnership, LP (collectively "**Purchasers**"), pursuant to that certain Note Purchase Agreement, dated as of August 29, 2005 by and among Companies and Purchasers (as amended, extended or restated from time to time, the "**Note Agreement**"), and that certain Security Agreement, dated as of August 29, 2005 by and among Companies and Purchasers (as amended, extended or restated from time to time, the "**Security Agreement**"), and collectively with other related documents, the "**Other Agreements**"). No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall be required to inquire into or seek confirmation from any Company as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and each Company irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity which acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest, and may not be revoked or canceled by any Company without Attorney's written consent.

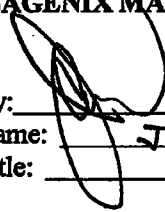
Each Company hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as that Company's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of that Company and in the name of that Company or in its own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Other Agreements and, without limiting the generality of the foregoing, each Company hereby grants to Attorney the power and right, on behalf of that Company, without notice to or assent by that Company, and at any time, to do the following: (a) change the mailing address of that Company, open a post office box on behalf of that Company, open mail for that Company, and ask, demand, collect, give acquittances and receipts for, take possession of, endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with any property of that Company; (b) effect any repairs to any asset of that Company, or continue or obtain any insurance and pay all or any part of the premiums therefor and costs thereof, and make, settle and adjust all claims under such policies of insurance, and make all determinations and decisions with respect to such policies; (c) pay or discharge any taxes, liens, security interests, or other encumbrances levied or placed on or threatened against that Company or its property; (d) defend

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any suit, action or proceeding brought against that Company if that Company does not defend such suit, action or proceeding or if Attorney believes that Company is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate; (e) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to that Company whenever payable and to enforce any other right in respect of that Company's property; (f) cause the certified public accountants then engaged by that Company to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, the following reports: (1) a reconciliation of all accounts, (2) an aging of all accounts, (3) trial balances, (4) test verifications of such accounts as Attorney may request, and (5) the results of each physical verification of inventory; (g) communicate in its own name with any party to any Contract with regard to the assignment of the right, title and interest of such Company in and under the Contracts and other matters relating thereto; (h) to file such financing statements with respect to the Security Agreement, with or without that Company's signature, or to file a photocopy of the Security Agreement in substitution for a financing statement, as Purchasers may deem appropriate and to execute in that Company's name such financing statements and amendments thereto and continuation statements which may require that Company's signature; and (i) execute, in connection with any sale provided for in any Other Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral and to otherwise direct such sale or resale, all as though Attorney were the absolute owner of the property of that Company for all purposes, and to do, at Attorney's option and that Company's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon that Company's property or assets and Attorney's Liens thereon, all as fully and effectively as that Company might do. Each Company hereby ratifies, to the extent permitted by law, all that said Attorney shall lawfully do or cause to be done by virtue hereof.

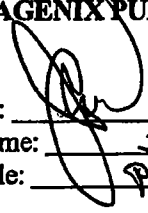
24th IN WITNESS WHEREOF, this Power of Attorney is executed by each Company this day of August, 2005.

ISAGENIX WORLDWIDE, LLC
ISAGENIX INTERNATIONAL, LLC
ISADERMIX, LLC
ISAGENIX MANUFACTURING, LLC

By: 
Name: Jim Coover
Title: PRESIDENT

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ISAGENIX CANADA, INC.
ISAGENIX PUERTO RICO, INC.

By: 
Name: Jim Coover
Title: President

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NOTARY PUBLIC CERTIFICATE

On this 29th day of August, 2005, Jim Coover who is personally known to me appeared before me in his capacity as the Manager of ISAGENIX WORLDWIDE, LLC, ISAGENIX INTERNATIONAL, LLC, ISADERMIX, LLC, and ISAGENIX MANUFACTURING, LLC and President of ISAGENIX CANADA, INC. and ISAGENIX PUERTO RICO, INC. and executed on behalf of the Companies the Power of Attorney in favor of Seacoast Capital Partners II, L.P. to which this Certificate is attached.

Carol A. Ewing
Notary Public



SECURITY AGREEMENT