

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
BESTSWEET INC.		11/02/2005	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Administrative Agent
Street Address:	301 South College Street
Internal Address:	NC0154
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	NATIONAL BANKING ASSOCIATION:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2754090	BESTHEALTH
Registration Number:	2750886	BESTSWEET
Registration Number:	2012715	CONTROL
Registration Number:	2011344	
Registration Number:	2235319	MEGA FOOT
Registration Number:	2798825	METABOADVANCED
Registration Number:	2757337	OSTEOADVANCED
Registration Number:	2757336	VITASOFT
Registration Number:	2757335	VIVACAL
Serial Number:	78683562	3 CHEWS PACK THE BLAST OF AN 8 OZ ENERGY DRINK!
Serial Number:	78601926	ARCTIC FRUIT
Serial Number:	78601932	FRUIT ICE
Serial Number:	76404387	MENTHOLIZER

OP \$465.00 2754090

Serial Number:	78527372	PIT STOP
Serial Number:	78546082	WORKS LIKE A TABLET, TASTES LIKE A TREAT
Serial Number:	76646474	XLR
Serial Number:	78706331	XLR8
Serial Number:	78652957	XLR8

CORRESPONDENCE DATA

Fax Number: (312)701-7711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-701-7237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher Dore

Address Line 1: 71 South Wacker Drive

Address Line 2: Mayer Brown Rowe & Maw LLP

Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christoher Dore
Signature:	/Christopher Dore/
Date:	11/04/2005

Total Attachments: 4

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of November 2, 2005 (the "Security Agreement") by and among the Obligors thereto (each an "Obligor" and collectively, the "Obligors") and Wachovia Bank, National Association, as Administrative Agent (the "Administrative Agent") for the lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the Lenders:

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
2,754,090	BESTHEALTH	August 19, 2003
2,750,886	BESTSWEET	August 12, 2003
2,012,715	CONTROL	October 29, 1996
2,011,344	DESIGN ONLY (PEANUT DESIGN)	October 29, 1996
2,235,319	MEGA FOOT	March 23, 1999
2,798,825	METABOADVANCED	December 23, 2003
2,757,337	OSTEOADVANCED	August 26, 2003
2,757,336	VITASOFT	August 26, 2003
2,757,335	VIVACAL	August 26, 2003

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
78-683,562	3 CHEWS PACK THE BLAST OF AN 8 OZ ENERGY DRINK!	August 2, 2005
78-601,926	ARCTIC FRUIT	April 5, 2005
78-601,932	FRUIT ICE	April 5, 2005
76-404,387	MENTHOLIZER	May 7, 2002
78-527,372	PIT STOP	December 6, 2004
78-546,082	WORKS LIKE A TABLET, TASTES LIKE A TREAT	January 12, 2005
76-646,474	XLR and Design	September 8, 2005
78-706,331	XLR8	September 2, 2005
78-652,957	XLR8 and Design	June 17, 2005

The Obligors and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

BESTSWEET INC.

By: J. Zulman
Name: Jonathan Zulman
Title: Executive Vice President

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

The Obligors and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

BESTSWEET INC.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Σ. B. Jones
Name: Σ. B. Jones
Title: Sup