

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights (previously recorded at Reel 3123 Frame 0264)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Union Bank of California, N.A., as Administrative Agent		01/19/2006	National Banking Association:

RECEIVING PARTY DATA

Name:	Airborne Health, Inc. (successor-in-interest to Airborne, Inc.)
Street Address:	P.O. Box 2884
City:	Carmel
State/Country:	CALIFORNIA
Postal Code:	98921
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1953427	AIRBORNE
Registration Number:	2631544	AIRBORNE ZAPPERS
Registration Number:	2218562	RECOVERY MD
Registration Number:	2386920	DOC POPS
Registration Number:	2630509	DOC-DROPS
Registration Number:	1973746	HANDSHAKES

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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OP \$165.00 1953427

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ATTORNEY DOCKET NUMBER: 509265/1172

NAME OF SUBMITTER: Kirstie Howard

Signature: /kh/

Date: 02/02/2006

Total Attachments: 4
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK AND COPYRIGHT RIGHTS**

TERMINATION AND RELEASE dated as of January 19, 2006, from Union Bank of California, N.A., a national banking association, with its principal place of business located at 445 South Figueroa Street, 13th Floor, Los Angeles, California 90071, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Airborne Health, Inc., a Delaware corporation and successor-in-interest to Airborne, Inc., a California corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Grantor Security Agreement, dated as of May 24, 2005, made by the Grantor in favor of the Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Trademark Collateral and Copyright Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 26, 2005, at Reel 003123 and Frame 0264;

WHEREAS, the Security Agreement was recorded in the United States Copyright Office on May 30, 2005 at Volume 3525, Page 485; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral and Copyright Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities (other than contingent indemnification obligations for which a claim has not yet been asserted) secured by the Trademark Collateral and Copyright Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

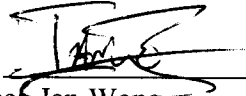
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Marks (including, without limitation, those items listed on Schedule A hereto). The term "Copyright Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Copyrights (including, without limitation, those items listed on Schedule B hereto). The terms "Marks" and "Copyrights" shall have the meanings provided by reference in the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral and the Copyright Collateral, and any right, title or interest of the Agent in such Trademark Collateral or Copyright Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Union Bank of California, N.A., as Agent

By: 
Name: Ian Wong
Title: Assistant Vice President

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
AIRBORNE	1,953,427
AIRBORNE ZAPPERS	2,631,544
RECOVERY MD	2,218,562
DOC POPS	2,386,920
DOC-DROPS	2,630,509
HANDSHAKES	1,973,746

Schedule B

U.S. Copyright Registrations and Applications

<u>Copyright</u>	<u>Registration Number</u>
Airborne effervescent health formula, a dietary supplement	VA-1-251-285
Airborne sore throat gummi lozenges	VA-1-251-286
Airborne Jr. effervescent dietary supplement	VA-1-251-287
Airborne and Handshakes	TXu-686-766