

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
Airborne Health, Inc.		01/12/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Union Bank of California, N.A., as Administrative Agent
Street Address:	445 South Figueroa Street
Internal Address:	13th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 15

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
Serial Number:	78750397	AIRBORNE
Serial Number:	78749806	AIRBORNE FORMULA
Serial Number:	78750419	AIRBORNE FORMULA
Serial Number:	78749759	AIRBORNE GUMMI LOZENGES
Serial Number:	78749783	AIRBORNE JR.
Serial Number:	78750410	AIRBORNE JR.
Serial Number:	78749730	CREATED BY A SCHOOL TEACHER!

OP \$390.00 1953427

Serial Number:	78749719	NEXT TIME, 'PLOP' THE AIRBORNE!
Serial Number:	78749741	TAKE AIRBORNE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1172
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	02/02/2006

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of January 12, 2006 is made by made by to Airborne Health, Inc., a Delaware corporation and successor-in-interest to Airborne, Inc., a California corporation located, at 26811 South Bay Drive, Suite 300, Bonita Springs, Florida 34134 (the "Borrower"), in favor of Union Bank of California, N.A., a national banking association, located at 445 So. Figueroa St., 13th Floor, Los Angeles, California 90071, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to that certain Credit Agreement, dated as of January 12, 2006, (as it may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Airborne Holdings, Inc., a Delaware corporation ("Holdings"), the Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), JPMorgan Chase Bank, N.A., as syndication agent (in such capacity, the "Syndication Agent"), and Union Bank of California, N.A., as agent ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and Holdings have executed and delivered a Security Agreement, dated as of January 12, 2006, in favor of the Agent (as it may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all intellectual property, including the Marks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and agrees to assign, transfer and convey, upon demand made

upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Marks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Agreement may be delivered by facsimile transmission of the relevant signature pages hereof which shall be deemed equally effective as a manually executed counterpart hereof.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Airborne Health, Inc.

By: 
Name: Elise Donahue
Title: Chief Executive Officer

Union Bank of California, N.A., as Agent for the Lenders

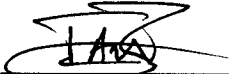
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Airborne Health, Inc.

By: _____
Name:
Title:

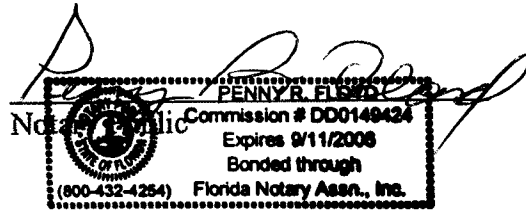
Union Bank of California, N.A., as Agent for the Lenders

By:  _____
Name: IAN WONG
Title: ASSISTANT VICE PRESIDENT

ACKNOWLEDGMENT OF BORROWER

STATE OF FLORIDA)
) ss
COUNTY OF LEE)

On the ____ day of January, 2006, before me personally came Elise Donahue, who is personally known to me to be the Chief Executive Officer of Airborne Health, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she is the Chief Executive Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she acknowledged said instrument to be the free act and deed of said corporation.

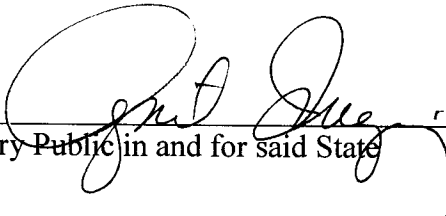


(PLACE STAMP AND SEAL ABOVE)

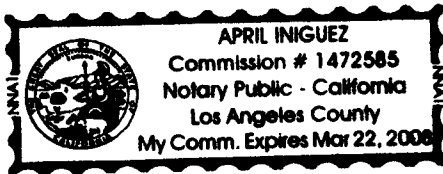
STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On January 13, 2006, before me, April Iniguez, a Notary Public in and for the State of California, personally appeared Jan Wong, personally ~~known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he ~~or she~~ executed the same in his ~~or her~~ authorized capacity and that, by his ~~or her~~ signature on the instrument, the person or the entity upon behalf of which he ~~or she~~ acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said State

(Notarial Seal)



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
AIRBORNE (Stylized letters)	78/750,397
AIRBORNE FORMULA	78/749,806
AIRBORNE FORMULA (and Design)	78/750,419
AIRBORNE GUMMI LOZENGES	78/749,759
AIRBORNE JR.	78/749,783
AIRBORNE JR. (Stylized letters)	78/750,410
CREATED BY A SCHOOL TEACHER!	78/749,730
NEXT TIME, 'PLOP' THE AIRBORNE!	78/749,719
TAKE AIRBORNE	78/749,741

U.S. Trademark Exclusive Licenses

None.