

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
Urban Nutrition, LLC		04/07/2006	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Harbert Mezzanine Partners II SBIC, L.P.		
Street Address:	One Riverchase Parkway South		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35244		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78611908	BELLAPLEX	
CORRESPONDENCE DATA			
Fax Number:	(423)785-8480		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4237566600		
Email:	bmiddleton@millermartin.com		
Correspondent Name:	Stephen J. Stark		
Address Line 1:	832 Georgia Avenue		
Address Line 2:	Suite 1000 Volunteer Building		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	17723-0002		
NAME OF SUBMITTER:	Stephen J. Stark		
Signature:	/Stephen J. Stark/		

CH \$40.00 78611908

Date:

04/14/2006

Total Attachments: 23

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), is made as of April 7, 2006, by BELLEZZA PRODUCTS L.L.C., a Virginia limited liability company ("Bellezza"), EXCELL NOW, LLC, a Virginia limited liability company ("Excell Now"), LONGEVITY, LLC, a Virginia limited liability company ("Longevity"), MYDAILYDOSE, LLC, a Virginia limited liability company ("MDD"), OREXIS, LLC, a Virginia limited liability company ("Orexis") and URBAN NUTRITION, LLC, a Virginia limited liability company ("Urban Nutrition") (Bellezza, Excell Now, Longevity, MDD, Orexis and Urban Nutrition are collectively referred to herein as "Grantors"), in favor of HARBERT MEZZANINE PARTNERS II SBIC, L.P., a Delaware limited partnership ("Agent"), as collateral agent for itself and Harbinger Mezzanine Partners, L.P., a Delaware limited partnership ("HMP") (Agent and HMP are sometimes referred to herein individually as "Lender" and collectively as "Lenders").

RECITALS:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith by and among Atlantic Coast Media Group, LLC, a Virginia limited liability company ("Borrower"), Lenders and Grantors (as amended, extended, modified, restructured or renewed from time to time, the "Loan Agreement"), Lenders have agreed to make loans in the aggregate principal amount of \$3,500,000 (the "Loan") to Borrower evidenced by Secured Promissory Notes of even date herewith in the original principal amount of the Loan and executed by Borrower payable to the order of Lenders, respectively (collectively referred to herein, together with any amendments, extensions, modifications and/or renewals thereof and/or any repayment thereof, the "Notes"); and

WHEREAS, it is a condition precedent to the obligation of Lenders to make the Loan to Borrower under the Loan Agreement, that Grantors execute and deliver this Agreement to Agent.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and to induce Lenders to enter into the Loan Agreement and to induce Lenders to make the Loan to Borrower under the Loan Agreement, Grantors hereby agree with Agent, as follows:

1. **Defined Terms.** Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

"Agreement" means this Intellectual Property Agreement, as amended, supplemented or otherwise modified from time to time.

"Collateral" has the meaning assigned to it in Section 2 of this Agreement.

"Copyrights" means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in Schedule A hereto.

"Copyright License" means any agreement material to the operation of Grantors' businesses, whether written or oral, providing for the grant by or to Grantors of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work including, without limitation, any thereof referred to in Schedule A hereto.

"Intellectual Property" means all Patent Applications, Patents, Patent Licenses, Trademark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and other proprietary property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of Grantors' businesses, as defined herein and/or referred to in Schedule A hereto.

"Invention" means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of Grantors' businesses and developed by Grantors, their employees or agents, whether or not the subject of Patent(s) or Patent Application(s).

"Know-how" means any knowledge or information that is material to Grantors' businesses and that enables Grantors to operate their businesses with the accuracy, efficiency or precision necessary for commercial success.

"Obligations" means (a) loans to be made concurrently or in connection with this Agreement or the Loan Agreement by Lenders to Borrower as evidenced by the Note, (b) the full and prompt payment and performance of any and all other indebtedness and other obligations of Borrower to Lenders, direct or contingent (including but not limited to obligations incurred as endorser, guarantor or surety), however evidenced or denominated, and however and whenever incurred, including but not limited to indebtedness incurred pursuant to any present or future commitment of Lenders to Borrower and (c) all future advances made by Lenders for taxes, levies, insurance and preservation of the Collateral and all attorneys' fees, court costs and expenses of whatever kind incident to the collection of any of said indebtedness or other obligations and the enforcement and protection of the security interest created under this Agreement.

"Other Proprietary Property" means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, computer software and the like.

"Patents" means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and

all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in Schedule A hereto.

"Patent License" means any agreement material to the operation of Grantors' businesses, whether written or oral, providing for the grant by or to Grantors of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A hereto.

"Proceeds" means "proceeds," as such term is defined in Section 9-102(64) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to any Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of any Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable to or received or receivable as consideration for any loss sustained by any Grantor in the Collateral.

"Trade Secret" means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of Grantors or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in Schedule A hereto.

"Trademark License" means any agreement, material to the businesses of Grantors, written or oral, providing for the grant by or to Grantors of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto.

"UCC" means the Uniform Commercial Code as from time to time in effect in the State of Tennessee.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and any and all other covenants and obligations of Borrower under the Loan Documents, Grantors hereby assign and grant to Agent a security interest in all of Grantors' right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by Grantors or in which Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), including all Proceeds and products of any and all of the Intellectual Property, whether or not included in Schedule A.

3. **Representations and Warranties Concerning the Intellectual Property.** Each Grantor represents and warrants that:

(a) Schedule A hereto include all Intellectual Property and Other Proprietary Property owned by each Grantor that are material to the businesses of Grantors as of the date hereof.

(b) Each Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property and the Other Proprietary Property, and/or has the unrestricted right to use all such Intellectual Property and Other Proprietary Property pursuant to a valid license or other agreement.

(c) To the best knowledge of each Grantor, Grantors' rights in and to the Intellectual Property are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) All licenses, franchise agreements and other agreements conveying rights in and to the Intellectual Property and Other Proprietary Property are identified on Schedule A hereto and are in full force and effect. To the best knowledge of each Grantor, no Grantor is in default under any such agreement, and no event has occurred which might constitute a default by such Grantor under any such agreement.

(e) Except as set forth in Schedule A, all of the Intellectual Property is free and clear of any and all liens, security interests, options, licenses, pledges, assignments, encumbrances and/or agreements of any kind other than Permitted Liens, and Grantors have not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Intellectual Property.

(f) All prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of Grantors were duly and validly authorized, executed, delivered, recorded and filed as required to vest Grantors with complete, unrestricted ownership rights therein.

(g) Grantors have not, within the three months prior to the date of execution of this Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.

(h) No proceedings have been instituted or are pending or, to any Grantor's knowledge, threatened that challenge such Grantor's rights to use the Intellectual Property or Other Proprietary Property, or to register or maintain the registration of the Intellectual Property. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any of the Intellectual Property. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any of the Intellectual Property or Grantor's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any of the Intellectual Property.

(i) To the best of each Grantor's knowledge, the current conduct of such Grantor's business and such Grantor's rights in and to all of the Intellectual Property and Other Proprietary Property do not conflict with or infringe any proprietary right of any third party in

any way which adversely affects the business, financial condition or business prospects of such Grantor. Further, except as set forth in Schedule A, no Grantor is aware of any claim by any third party that such conduct or such rights conflict with or infringe any valid proprietary right of any third party in any way which affects the business, financial condition or business prospects of such Grantor. To the best knowledge of each Grantor, no Grantor is making and has not made use of any confidential information of any third party except pursuant to express agreement of such third party.

(j) No Grantor is unaware of any infringement by any other party upon its Intellectual Property rights. Each Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert its commercially reasonable judgment regarding whether to exert efforts to prevent infringement by third parties of such Grantor's Intellectual Property rights or theft of such Grantor's Other Proprietary Property at such Grantor's sole cost.

(k) All past and present employees of any Grantor and/or parties with whom any Grantor (including any predecessor-in-interest of any such Grantor) had any contractual relationship ("contractors"), whose employment (or contractual) functions included or affected research and development or other material aspects of Intellectual Property have executed agreements requiring them to disclose to Grantors any and all inventions created or developed during and within the scope of their employment by or contractual relationship with Grantors and obligating them to assign all of their respective right, title and interest in and to all such inventions to Grantors.

4. **Covenants.** Grantors covenant and agree with Agent that, from and after the date of this Agreement until the Obligations are paid in full:

(a) From time to time, upon the written request of Agent, and at the sole expense of Grantors, Grantors will promptly and duly execute and deliver such further instruments and documents and take such further action as Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens created hereby. Grantors also hereby authorize Agent to file any such financing or continuation statement without the signature of Grantors to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Grantors will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any lien or claim on or to the Collateral, other than the Permitted Liens and the liens created hereby, and other than as permitted pursuant to the Loan Agreement.

(c) Grantors will not sell, transfer (other than liens created hereby or permitted under the Loan Agreement), license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do.

(d) Grantors will advise Agent promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any lien (other than liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the liens created hereunder.

(e) (i) Each Grantor (either itself or through licensees) will, except with respect to any Trademark that such Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determines not to so do, (1) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (2) maintain as in the past the quality of products and services offered under such Trademark, (3) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (4) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within 30 days after such use or adoption Agent, for itself and the benefit of Agent, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (5) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) No Grantor will not knowingly, except with respect to any Patent that Grantor shall reasonably determine is of immaterial economic value to it or otherwise reasonably determine so to do, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Agent, no Grantor shall knowingly abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment would have a material adverse effect on the business of such Grantor.

(iii) Any Grantor will promptly notify Agent if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (excluding office actions, advisory actions and notices of allowance received during prosecution of such applications but otherwise including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.

(iv) Whenever any Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to Agent within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Agent, such Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Agent may request to evidence Agent's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of such Grantor relating to such

Trademark or represented thereby, and such Grantor hereby constitutes Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Each Grantor, except with respect to any Patent, Trademark or Copyright such Grantor shall reasonably determine is of immaterial economic value to it or it otherwise reasonably determines not to so do, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by such Grantor.

(vi) In the event any Grantor knows or has reason to know that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify Agent after it learns thereof and shall, unless such Grantor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial economic value to such Grantor or shall reasonably determine that suit is not commercially justified which determination such Grantor shall promptly report to Agent, promptly sue for infringement, misappropriation or dilution, or take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

(vii) Upon the request of Agent, each Grantor will furnish to Agent statements, schedules and an inventory identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this Agreement and not identified on Schedule A, all transfers, assignments, licenses or sub-licenses of the Collateral by each Grantor, and such other information in connection with the Collateral as Agent may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

5. Agent's Appointment as Attorney-in-Fact.

(a) Grantors hereby irrevocably constitute and appoint Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantors and in the name of Grantors or in its own name, from time to time after the occurrence, and only during the continuation of, an Event of Default in Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, Grantors hereby grant Agent the power and right, on behalf of Grantors without notice to or assent by Grantors, to do the following:

(i) at any time when any Event of Default shall have occurred and is continuing, to take possession of and endorse, in the name of Grantors or its own name, or otherwise and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) (1) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Agent or as Agent shall direct, (2) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (3) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (4) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (5) to defend any suit, action or proceeding brought against any Grantor with respect to any Collateral, (6) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Agent may reasonably deem appropriate, (7) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Agent shall in its sole discretion determine, and (8) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option and Grantor's expense, at any time, or from time to time, all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and the liens of Agent thereon and to effect the intent of this Agreement, all as fully and effectively as Grantors might do. Grantors hereby ratify all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable (although it shall only be effective during the period described above).

(b) Each Grantor also authorizes Agent, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Agent hereunder are solely to protect the interests of Agent in the Collateral and shall not impose any duty upon Agent to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees

or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or failure to comply with mandatory provisions of applicable law.

6. **Performance by Agent of Grantors' Obligations.** If any Grantor fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Agent incurred in connection with such performance or compliance, together with interest thereon at the highest default rate provided in the Note, shall be payable by such Grantor to Agent on demand and shall constitute Obligations secured hereby.

7. **Proceeds.** It is agreed that if an Event of Default shall occur and be continuing, then (a) all Proceeds received by any Grantor consisting of cash, checks and other cash equivalents shall be held by such Grantor in trust for Agent, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to Agent in the exact form received by such Grantor (duly endorsed by such Grantor to Agent, if required), and (b) any and all such Proceeds received by Agent (whether from such Grantor or otherwise) shall promptly be applied by Agent against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in the Loan Agreement.

8. **Remedies Upon Default.** Upon an Event of Default under and as defined in the Loan Agreement, Agent may pursue any or all of the following remedies, without any notice to Grantors except as required below:

(a) Agent may give written notice of default to Grantors, following which no Grantor shall dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Agent's prior written consent, even if such disposition is otherwise permitted hereunder in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Agent may obtain a temporary restraining order or other equitable relief to enforce such Grantor's obligation to refrain from so impairing Agent's Collateral.

(b) Agent may take possession of any or all of the Collateral. Grantors hereby consent to Agent's entry into any of Grantors' premises to repossess Collateral, and specifically consent to Agent's forcible entry thereto as long as Agent causes no significant damage to the premises in the process of entry (drilling of locks, cutting of chains and the like do not in themselves cause "significant" damage for the purposes hereof) and provided that Agent accomplishes such entry without a breach of the peace.

(c) Agent may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least 10 days prior to sale. Agent may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Agent may elect, in its sole discretion. Agent may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition.

(d) Agent may exercise its lien upon and right of setoff against any moneys, items, credits, deposits or instruments that Agent may have in its possession and that belong to Grantors or to any other person or entity liable for the payment of any or all of the Obligations.

(e) Agent may exercise any right that it may have under any other document evidencing or securing the Obligations or otherwise available to Agent at law or equity.

9. **Limitation on Duties Regarding Preservation of Collateral.** Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession shall be to deal with it in the same manner as Agent would deal with similar property for its own account. Neither Agent nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantors or otherwise.

10. **Powers Coupled with an Interest.** All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. **Section Headings.** The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. **No Waiver: Cumulative Remedies.** Agent shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Agent of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Agent would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. **Waivers and Amendments; Successors and Assigns; Interpretation.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Grantors and Agent, provided that any provision of this Agreement may be waived by Agent in a written letter or agreement executed by Agent or by facsimile transmission from Agent. This Agreement shall be binding upon the successors and assigns of Grantors and shall inure to the benefit of Agent and its successors and assigns. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

15. **Notices.** Any and all notices, elections or demands permitted or required to be made under this Agreement shall be made in accordance with the notice provisions of the Loan Agreement.

16. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee applicable to contracts to be wholly performed in such State, or to the extent required, by federal law.

17. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

18. **Consent to Jurisdiction; Exclusive Venue.** Grantors hereby irrevocably consent to the jurisdiction of the United States District Court for the Middle District of Tennessee and of all Tennessee state courts sitting in Davidson County, Tennessee, for the purpose of any litigation to which Agent may be a party and which concerns this Agreement or the Obligations. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Davidson County, Tennessee, unless Agent agrees to the contrary in writing.

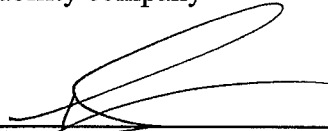
19. **Waiver of Trial by Jury.** AGENT AND GRANTORS HEREBY KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COUNSEL WAIVE TRIAL BY JURY IN ANY ACTIONS, PROCEEDINGS, CLAIMS OR COUNTER-CLAIMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE LOAN DOCUMENTS.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:


BELLEZZA PRODUCTS L.L.C., a Virginia limited liability company

By: 
Title: MANAGER ATLANTIC COAST MEDICAL GROUP


EXCELL NOW, LLC, a Virginia limited liability company

By: 
Title: MANAGER ATLANTIC COAST MEDICAL GROUP


LONGEVITY, LLC, a Virginia limited liability company

By: 
Title: MANAGER ATLANTIC COAST MEDICAL GROUP

MYDAILYDOSE, LLC, a Virginia limited liability company


By: 
Title: MANAGER ATLANTIC COAST MEDICAL GROUP

OREXIS, LLC, a Virginia limited liability company

By: 
Title: MANAGER ATLANTIC COAST MEDICAL GROUP

[SIGNATURES CONTINUED NEXT PAGE]

URBAN NUTRITION, LLC, a Virginia limited liability company

By: 
Title: Manager ATLANTIC Coast Media Group

AGENT:

HARBERT MEZZANINE PARTNERS II SBIC, L.P., a Delaware limited partnership

By: HMP II SBIC GP, LLC, its General Partner

By: Harbert Mezzanine Partners II GP, LLC, its Sole Manager

By: Harbert Mezzanine Manager II, Inc., its Sole Manager

By: _____
Title: _____

URBAN NUTRITION, LLC, a Virginia limited liability company

By: _____

Title: _____

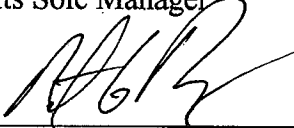
AGENT:

HARBERT MEZZANINE PARTNERS II
SBIC, L.P., a Delaware limited partnership

By: HMP II SBIC GP, LLC, its General
Partner

By: Harbert Mezzanine Partners II GP,
LLC, its Sole Manager

By: Harbert Mezzanine Manager II, Inc.,
its Sole Manager

By:  _____

Title: _____ Brent G. Ray
Director of Investments

SCHEDULE A

INTELLECTUAL PROPERTY

Trademark	Date of Receipt	CORPORATION	Status	Ser. No.
FIND LONGEVITY NOW	02/12/04	LONGEVITY INC.	REGISTERED	78404811
MIRACLEBURN	02/06/04	EXCELL NOW INC	REGISTERED	78385737
MYDAILYDOSE	02/12/04	MY DAILY DOSE, INC.	REGISTERED	78372551
THE BOMB ENERGY	02/12/04	EXCELL NOW INC	REGISTERED	78372550
BELLAPLEX	04/18/05	URBAN NUTRITION, INC	PUBLISHED	78611908
OREXIA	01/26/04	OREXIS, INC	PENDING	78372556
OREXIS	01/09/04	OREXIS, INC	PENDING	78359442
PETCHEWS!	03/13/05	URBAN NUTRITION, INC	PENDING	78619400
URBAN NUTRITION	05/02/05	URBAN NUTRITION, INC	PENDING	78632393
EXCELL NOW	02/12/04	EXCELL NOW INC	ABANDONED	78385734
SERENITY NOW	02/02/04	URBAN NUTRITION, INC	ABANDONED	78372553

Hydroxatone trademark application has been accepted (Serial # 76636370)

Purchased Images

Vendor	Date Purchased	Image Number	Restrictions	Expiration Date	Cost		
Veer	1/22/2004	SBP0006949	None	None	\$100.00		
		DVP0683013	None	None	\$99.00		
		SBP0007180	None	None	\$100.00		
		DVP151010A	None	None	\$99.00		
		ISP0067004	None	None	\$69.00		
		BSM0002123	None	None	\$69.00		
		ISP0081052	None	None	\$69.00		
		RBP1000007	None	None	\$69.00		
		IMP0115023	None	None	\$99.00		
		IMP0182036	None	None	\$99.00		
		ISP0081047	None	None	\$69.00		
		PHP1710028	None	None	\$95.00		
		DVP0749012	None	None	\$99.00		
		PHP1710069	None	None	\$95.00		
		DVP0787021	None	None	\$99.00		
		PHP2000021	None	None	\$95.00		
		ISP0055023	None	None	\$69.00		
		SBP0014300	None	None	\$45.00		
		DVP0403003	None	None	\$99.00		
		PHP1710034	None	None	\$95.00		
		PHP1710038	None	None	\$95.00		
		ISP0092016	None	None	\$69.00		
		PHP1710007	None	None	\$95.00		
			1/26/2004	DVP0596049	None	None	\$99.00
				SBP0012507	None	None	\$100.00
				RBP0060013	None	None	\$69.00
	PHP0460082	None		None	\$95.00		
	RBP0036087	None		None	\$69.00		
	DVP0683005	None		None	\$99.00		
	DVP0721043	None		None	\$99.00		
	DVP0749028	None		None	\$99.00		
	PHP2150047	None		None	\$95.00		
	RBP0055001	None		None	\$69.00		
	DVP0702052	None		None	\$99.00		
	SBP0015455	None		None	\$100.00		
	ISP0067066	None		None	\$69.00		
	PHP1920002	None		None	\$95.00		

1/27/2004	ISP0550013	None	None	\$69.00
	SBP0014330	None	None	\$45.00
	PHP0230056	None	None	\$95.00
	PHP1210003	None	None	\$95.00
2/3/2004	IMP0108058	None	None	\$99.00
	ISP0504015	None	None	\$69.00
	PHP0380102	None	None	\$95.00
	IMP0108026	None	None	\$99.00
	IMP0122024	None	None	\$99.00
	PHP1870066	None	None	\$95.00
	SBP0004377	None	None	\$45.00
	SBP0011828	None	None	\$45.00
	IMP0074045	None	None	\$99.00
	ISP0221004	None	None	\$69.00
	SBP0006053	None	None	\$45.00
	SBP0011878	None	None	\$100.00
	EVP0202047	None	None	\$69.00
	SBP0020948	None	None	\$30.00
	ISP0112060	None	None	\$69.00
	SBP0021077	None	None	\$45.00
2/4/2004	RBP0036067	None	None	\$69.00
	RBP0060042	None	None	\$69.00
	RBP0010076	None	None	\$69.00
	RBP0036094	None	None	\$69.00
	RBP0008041	None	None	\$69.00
	RBP0011032	None	None	\$69.00
	RBP0015060	None	None	\$69.00
	RBP0036091	None	None	\$69.00
	RBP0037021	None	None	\$69.00
	RBP0012061	None	None	\$69.00
3/17/2004	DVP0702086	None	None	\$149.00
	IMP0153059	None	None	\$99.00
	RBP0053051	None	None	\$69.00
	DVP0859020	None	None	\$149.00
4/16/2004	EVP0003013	None	None	\$69.00
	DVP0702032	None	None	\$149.00
	PHP0380101	None	None	\$95.00

5/12/2004	DVP0803011	None	None		\$149.00
	PHP2150010	None	None		\$95.00
5/28/2004	PHP0230011	None	None		\$95.00
	SBP0090598	None	None		\$100.00
6/2/2004	NSP0051099	3 Months		9/3/2004	\$279.63
	DVP0703034	None	None		\$149.00
6/3/2004	PHP2000047	None	None		\$95.00
6/10/2004	ISP0513036	None	None		\$69.00
	IMP1018044	None	None		\$99.00
6/15/2004	SBP0007648	None	None		\$30.00
	DVP0427095	None	None		\$149.00
	DVP0427061	None	None		\$149.00
	SBP0007677	None	None		\$30.00
6/21/2004	DVP0596049	None	None		\$150.00
6/22/2004	DVP0692032	None	None		\$149.00
7/14/2004	DVP0702049	None	None		\$149.00
	DVP0570092	None	None		\$149.00
	DVP0703060	None	None		\$149.00
7/22/2004	RBP2000047	None	None		\$79.00
7/29/2004	EVP0008021	None	None		\$69.00
8/10/2004	ISP0006005	None	None		\$69.00
8/18/2004	SBP0108501	None	None		\$100.00
8/27/2004	RBP0032095	None	None		\$79.00
9/9/2004	SBP0108523	None	None		\$100.00
	SBP0108518	None	None		\$100.00
	SBP0108516	None	None		\$100.00
9/22/2004	DVP0109002	None	None		\$149.00
	DVP0109054	None	None		\$149.00

		PHP1470040	None	None	\$95.00
		DVP402003A	None	None	\$149.00
12/6/2004		SBP0022928	None	None	\$30.00
12/15/2004		IMP1003029	None	None	\$99.00
		PHP1470032	None	None	\$95.00
		SBP0100037	None	None	\$99.00
		RBP0036046	None	None	\$79.00
		RBP9001287	None	None	\$79.00
		RBP0036070	None	None	\$79.00
		DVP1340022	None	None	\$149.00
1/7/2005		DVP0000081	None	None	\$649.00
4/8/2005		PHP1470068	None	None	\$119.00
		PHP1620019	None	None	\$119.00
		PHP1730034	None	None	\$119.00
		SBP0128013	None	None	\$125.00
		PHP1890024	None	None	\$119.00
		SBP0060815	None	None	\$125.00
		PHP1620058	None	None	\$119.00
		SBP0203061	None	None	\$125.00
6/30/2005		ISP0569052	None	None	\$289.00
		SBP0006614	None	None	\$195.00
7/7/2005		DVP0692032	None	None	\$160.00
9/29/2005		DVP0702052	None	None	\$425.00
10/24/2005		PHP0210037	None	None	\$119.00
		PDP0563536	None	None	\$134.99
		PHP2130029	None	None	\$119.00
11/18/2005		DVP0703034	None	None	\$276.00

Veer Total: \$13,710.62

Stockbyte	Not Available	98773COR	None	None	\$99.99
		23419ELI	None	None	\$44.99
		24803CCP	None	None	\$44.99
		85883COR	None	None	\$99.99

		23301WCL	None	None	\$99.99
		27807BPY	None	None	\$44.99
		77384COR	None	None	\$99.99
		61251COR	None	None	\$99.99
		70016COR	None	None	\$99.99
	9/14/2005	61694COR	None	None	\$284.99
		22613ALS	None	None	\$164.99
	10/25/2005	69499COR	None	None	\$124.99
		108850COR	None	None	\$124.99
		108848COR	None	None	\$124.99
		108854COR	None	None	\$124.99
		108857COR	None	None	\$124.99
		55329WWW	None	None	\$74.99

Stockbyte Total: \$1,884.83

Digital Vision	Not Available	dv266005	None	None	\$159.00
		dv683096	None	None	\$159.00
		dv691014	None	None	\$159.00
		dv702083	None	None	\$159.00
		dv1070045	None	None	\$159.00
		dv1070073	None	None	\$159.00
		dv529074	None	None	\$159.00

Digital Vision Total: \$1,113.00

Comstock	Not Available	KS3112	None	None	\$79.00
		KS5243	None	None	\$79.00
		KS9441	None	None	\$79.00
		KS14473	None	None	\$79.00
		KS16774	None	None	\$79.00
		KS76870	None	None	\$79.00
		KS77150	None	None	\$79.00

Comstock Total: \$553.00

Getty Images	3/3/2004	200113583-001	None	None	\$99.99
		AA037103	None	None	\$69.99

	5/12/2004	E005251	None	None	\$49.99
		200028507-001	None	None	\$99.99
	6/16/2005	E005251	None	None	\$169.99
Getty Images					
Total:					\$489.95
Corbis	1/28/2004	CB100868	None	None	\$60.00
	2/23/2004	OHO041	None	None	\$60.00
		CB030792	None	None	\$60.00
	8/3/2004	IS006-005	None	None	\$90.00
Corbis Total:					\$270.00
GRAND TOTAL:					\$18,021.40

DOMAINS

www.hydroxatone.com

www.hydroxatone.com

www.hydroxatonedirect.com

www.hydroxatoneonline.com

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 dailyhealthdose.com
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 e-nameserver.net

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orexia.com.au
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urban-nutrition-orders.com
visionroi.com
yourdailyhealthdose.com