

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Axia My Ephit, LLC		04/05/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
<b>Street Address:</b>	222 North LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78341161	ECOACH	
Serial Number:	78341158	EATPHIT	
Registration Number:	3000897	GETPHIT	
Serial Number:	78341152	LIVEPHIT	
Registration Number:	2644181	MYEPHIT	
Registration Number:	2613189	MY EPHIT	
Registration Number:	2729920	CARDIOFORM	
Registration Number:	2592779	BRAINTAIN	
Registration Number:	2644016	ARTHRICALM	
Registration Number:	2595708	FAT ALTERPLEX	
Registration Number:	2636717	MR. EZZO'S CHEWABLES	
Registration Number:	2592778	OPTISURE	
Registration Number:	2592777	PROSTAWELL	

CH \$365.00 78341161

900047350

**TRADEMARK**  
**REEL: 003295 FRAME: 0602**

Serial Number:

76105870

EPHORLIFE ONLINE NUTRITIONALS PERSONAL HEALTH  
FOR LIFE.

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005

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

Phone: 312-609-7838

Email: tsettle@vedderprice.com

Correspondent Name: Tammy S. Settle

Address Line 1: 222 North LaSalle Street

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

35330.00.0073/TSS

NAME OF SUBMITTER:

Tammy S. Settle

Signature:

/tsettle/

Date:

04/24/2006

Total Attachments: 3

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of April, 2006 by AXIA MY EPHIT, LLC, a Delaware limited liability company (successor-by-merger to My ePhit.com, LLC ("Grantor")) in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H:

WHEREAS, Grantor and Grantee are parties to a certain Amended and Restated Credit Agreement entered into as of even date herewith (as may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement entered into as of even date herewith among Grantor, Grantee and certain other parties (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

*(Signature Page to Trademark Security Agreement)*

**IN WITNESS WHEREOF**, Grantor has duly executed this Agreement as of the date first written above.

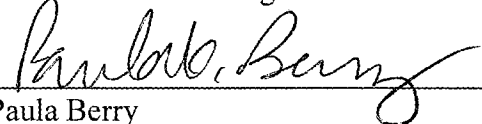
**AXIA MY EPHIT, LLC**, a Delaware  
limited liability company (successor-by-  
merger to My ePHIT.com, LLC)

By:   
\_\_\_\_\_  
Stephen Hall  
President

*(Signature Page to Trademark Security Agreement)*

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division  
of Merrill Lynch Business Financial Services  
Inc., as Administrative Agent

By:   
\_\_\_\_\_  
Paula Berry  
Vice President

**SCHEDULE A****TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>OWNER</b>	<b>TRADEMARK</b>	<b>REGISTRATION NO./SERIAL NO.</b>	<b>REGISTRATION DATE</b>
AXIA My ePhit, LLC	ECOACH	78/341,161	N/A
AXIA My ePhit, LLC	EATPHIT	78/341,158	N/A
AXIA My ePhit, LLC	GETPHIT	3,000,897 78/341,157	09/27/2005
AXIA My ePhit, LLC	LIVEPHIT	78/341,152	N/A
AXIA My ePhit, LLC	MYEPHIT and Design	2,644,181 76/230,338	10/29/2002
AXIA My ePhit, LLC	MY EPHIT	2,613,189 75/942,000	08/27/2002
AXIA My ePhit, LLC	CARDIOFORM	2,729,920 76/189,791	06/24/2003
AXIA My ePhit, LLC	BRAINTAIN	2,592,779 76/157,140	07/09/2002
AXIA My ePhit, LLC	ARTHRICALM	2,644,016 76/157,139	10/29/2002
AXIA My ePhit, LLC	FAT ALTERPLEX	2,595,708 76/157,138	07/16/2002
AXIA My ePhit, LLC	MR. EZZO'S CHEWABLES	2,636,717 76/157,137	10/15/2002
AXIA My ePhit, LLC	OPTISURE	2,592,778 76/157,136	07/09/2002
AXIA My ePhit, LLC	PROSTAWELL	2,592,777 76/157,135	07/09/2002
AXIA My ePhit, LLC	EPHORLIFE ONLINE NUTRITIONALS PERSONAL HEALTH FOR LIFE and Design	76/105,870	N/A