

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
Metagenics, Inc.		05/31/2005	CORPORATION: CALIFORNIA
Metagenics Far East, Inc.		05/31/2005	CORPORATION: DELAWARE
Meta Proteomics, LLC		05/31/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	333 Santa Clara Ave
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	A Banking Corporation: DELAWARE

PROPERTY NUMBERS Total: 219

Property Type	Number	Word Mark
Registration Number:	1529276	CAL APATITE
Registration Number:	1641018	ULTRABALANCE
Registration Number:	1655204	ULTRABALANCE
Registration Number:	1698272	ULTRACLEAR
Registration Number:	1737946	ULTRAMEAL
Registration Number:	1742667	ENDURA
Registration Number:	1746756	MYCEL
Registration Number:	1746757	METAGENICS
Registration Number:	1748099	MAXI DOPHILUS
Registration Number:	1778633	COLLAGENICS
Registration Number:	1790106	ULTRACLEAR SUSTAIN
Registration Number:	1828017	CARBOPLEX

CH \$5490.00 1529276

Registration Number:	1858351	ENDURA OPTIMIZER
Registration Number:	1897274	UNIPRO
Registration Number:	1932421	ENDURA
Registration Number:	1941898	PERFECT PROTEIN
Registration Number:	1958984	UNIPRO'S PERFECT PROTEIN
Registration Number:	1977951	ULTRA POTENT-C
Registration Number:	1980618	ENERGENICS
Registration Number:	1981186	TRUENERGY
Registration Number:	1983746	ENDURA
Registration Number:	1986754	PROBIOPLEX
Registration Number:	2017913	GENETIC POTENTIAL THROUGH NUTRITION
Registration Number:	2018276	ULTRA FLORA PLUS
Registration Number:	2029753	CANDICIN
Registration Number:	2058541	ETHICAL NUTRIENTS
Registration Number:	2085279	PAREX
Registration Number:	2118438	SPECTRAZYME
Registration Number:	2130937	PROBIO-SACCHARIDE
Registration Number:	2146412	HERBULK
Registration Number:	2148086	ULTRACARE FOR KIDS
Registration Number:	2148578	METAGENICS GENETIC POTENTIAL THROUGH NUTRITION
Registration Number:	2171427	FEM ESTRO
Registration Number:	2176358	ENDURA
Registration Number:	2186761	PHYTO COMPLETE
Registration Number:	2192481	PROBIO-PROTEIN
Registration Number:	2209614	PHYTO PHASE
Registration Number:	2211880	FEM SOOTHE
Registration Number:	2211884	FEM ESTROPLEX
Registration Number:	2223573	PROANTHO-C
Registration Number:	2232165	MENTALIN
Registration Number:	2241998	FEM ESSENTIALS
Registration Number:	2242001	FEM PREMENSTRUAL
Registration Number:	2242007	FEM OSTEO
Registration Number:	2242008	FEM ENDOCRINE
Registration Number:	2242013	FEM MONTHLY
Registration Number:	2242049	FEM ESTRO HP

Registration Number:	2246634	FEM HERBAL
Registration Number:	2249633	ANDROGRAPHIS PLUS
Registration Number:	2250542	TRIBULUS SYNERGY
Registration Number:	2259334	ST. JOHN'S WORT PLUS
Registration Number:	2263588	FEM PRENATAL
Registration Number:	2267117	ADRENOGEN
Registration Number:	2269644	GLUTAGEN
Registration Number:	2276659	BURN BAR
Registration Number:	2280069	TRI-METABOLIC
Registration Number:	2281529	REGUMENSE
Registration Number:	2281530	MICROBICIN
Registration Number:	2281532	CARDIOTAIN
Registration Number:	2283301	SPECTRASOY
Registration Number:	2285309	BRAIN CARE
Registration Number:	2287764	STRESS RESCUE
Registration Number:	2288940	FEVERFEW PLUS
Registration Number:	2290135	PERFECT SOY
Registration Number:	2290136	FENUGREEK PLUS
Registration Number:	2290137	INFLAVONOID INTENSIVE CARE
Registration Number:	2290138	LICORICE PLUS
Registration Number:	2292557	MENOPOS
Registration Number:	2295921	MOISTSURE
Registration Number:	2298136	SELECT C-500
Registration Number:	2298137	PHARMASOY
Registration Number:	2298138	ENZYBLEND
Registration Number:	2298139	FEM DEFENSE
Registration Number:	2298140	ENZYBLEND MAXIMUM
Registration Number:	2298206	SINUBLEND
Registration Number:	2299925	FLORAPLEX-SELECT DF
Registration Number:	2299926	DOPHILUS-SELECT DF
Registration Number:	2299999	PRIMALIN
Registration Number:	2300002	EXHILARIN
Registration Number:	2300721	WORKOUT PUNCH
Registration Number:	2300722	MUSCLE BASICS
Registration Number:	2302688	METABOTANICA

Registration Number:	2304180	CHASTEBERRY PLUS
Registration Number:	2304212	PHYTOBLEND
Registration Number:	2304992	BALANCED EFA'S
Registration Number:	2309026	FLUID-FACTORS
Registration Number:	2309142	MENSTRELAX
Registration Number:	2313813	ANDROGRAPHIS SELECT
Registration Number:	2313941	MULTI-SELECT
Registration Number:	2314621	HEPATAGEN
Registration Number:	2316027	BOSWELLIA SELECT
Registration Number:	2316232	MINERAL SELECT
Registration Number:	2318550	HCL SELECT
Registration Number:	2318828	MAXIGEST
Registration Number:	2319622	ENDURA
Registration Number:	2324526	MULTIGENICS
Registration Number:	2326632	INFLAVONOID
Registration Number:	2329762	METAGEST
Registration Number:	2332951	FIBROPLEX
Registration Number:	2338185	HORSE CHESTNUT PLUS
Registration Number:	2344864	SELECT C-1000
Registration Number:	2345546	MYO-SYSTEM RECOVERY
Registration Number:	2345652	CAL APATITE PLUS
Registration Number:	2347296	BLACK COHOSH PLUS
Registration Number:	2354062	METAPHARMA
Registration Number:	2362119	HEPATACIN
Registration Number:	2365860	THE NUTRITION MASTERS COURSE
Registration Number:	2390891	FEM RENEW
Registration Number:	2396856	PREMENSTRA PRIME
Registration Number:	2398720	IMMUNE BENEFIT
Registration Number:	2401080	COQ-10 ST
Registration Number:	2405204	ANTIOX-SELECT
Registration Number:	2411437	SERENAGEN
Registration Number:	2429909	BIO-SCORB
Registration Number:	2441673	SUPERGARLIC 6000
Registration Number:	2445930	SINUPLEX
Registration Number:	2450017	VENAPLEX

Registration Number:	2479762	GLA FORTE
Registration Number:	2483703	GLUTAGENICS
Registration Number:	2483934	BIOPURE PROTEIN
Registration Number:	2488989	ESSENTIAL DEFENSE
Registration Number:	2496000	METABOTANICA METHOD
Registration Number:	2499330	FLOW BALANCE
Registration Number:	2502881	YIN ESSENCE
Registration Number:	2502882	TRAN-Q
Registration Number:	2505459	CANDIBACTIN-BR
Registration Number:	2505460	GASTROGEN
Registration Number:	2505466	CANDIBACTIN-AR
Registration Number:	2505623	VESSEL CARE
Registration Number:	2508408	TRIPLE BALANCE
Registration Number:	2521397	BCAA 1000
Registration Number:	2522651	NEUROSOL
Registration Number:	2523428	ULTRA PAREX
Registration Number:	2525170	CERALIN
Registration Number:	2534753	ULTRA CLA
Registration Number:	2536735	CHONDRO CARE
Registration Number:	2536773	BIOSOM
Registration Number:	2544116	EPA-DHA COMPLEX
Registration Number:	2554254	EPA-DHA EXTRA STRENGTH
Registration Number:	2555145	
Registration Number:	2558872	MYCOFERON
Registration Number:	2567441	ENDURABOLIC
Registration Number:	2576183	HEMAGENICS
Registration Number:	2584581	WITH METABOTANICALS
Registration Number:	2585178	LIPOTAIN
Registration Number:	2585383	OSTEO-GENICS
Registration Number:	2615312	HEPATAPLEX
Registration Number:	2618230	GLUCO-FACTORS
Registration Number:	2621244	CORTICO-B5B6
Registration Number:	2626510	FORMULA FOCUS
Registration Number:	2631671	ADRESET
Registration Number:	2642732	MITOCHONDRIAL RESUSCITATE

Registration Number:	2659082	META LIPOATE
Registration Number:	2666197	META FIBER
Registration Number:	2672941	4R
Registration Number:	2677511	TOXI-CLEANSE
Registration Number:	2679254	MYOPLEX
Registration Number:	2683015	GLYCOGENICS
Registration Number:	2689342	CORATAIN
Registration Number:	2705003	MYOCALM
Registration Number:	2707428	MYOCALM P.M.
Registration Number:	2712305	METAZYME
Registration Number:	2730219	CELAPRO
Registration Number:	2730849	BONE BUILDER
Registration Number:	2731449	META-EHEALTH.COM
Registration Number:	2733964	CAL MATRIX
Registration Number:	2738736	ESTRO FACTORS
Registration Number:	2741075	META I 3 C
Registration Number:	2744034	ENDEFEN
Registration Number:	2751274	ADVACLEAR
Registration Number:	2754115	THYROSOL
Registration Number:	2754306	ULTRACLEAR MACRO
Registration Number:	2757248	FOLAPRO
Registration Number:	2758146	METAHEALTH
Registration Number:	2760547	ULTRA PROSTAGEN
Registration Number:	2773099	ULCINEX
Registration Number:	2783485	OXYGENICS
Registration Number:	2785398	CENITOL
Registration Number:	2787458	PERIMINE
Registration Number:	2789667	ALAPARS
Registration Number:	2795939	INTESOL
Registration Number:	2810948	ULTRAGLYCEMX
Registration Number:	2818514	FIRST LINE THERAPY
Registration Number:	2829083	CARDIOGENICS
Registration Number:	2863377	ACTIVCOAT
Registration Number:	2872256	ACTIFOLATE
Registration Number:	2872389	EXPRESSYN

Registration Number:	2891784	METAPROTEOMICS
Registration Number:	2900411	KAPREX
Registration Number:	2911433	EXPRESSYN
Registration Number:	2941254	AMYLOSTAR
Registration Number:	2950102	GUARD'N BAR
Registration Number:	1546017	ULTRA DOPHILUS
Registration Number:	1499174	MYCELIZED
Registration Number:	1800411	BODY COMP
Registration Number:	2083192	
Registration Number:	1847215	UNIPRO
Registration Number:	2298135	SILYMARIN SELECT
Registration Number:	2299924	GAR-EXCELLENCE
Registration Number:	2299922	SEPTIHERB COMPLEX
Registration Number:	2302057	HEPATAHERB COMPLEX
Registration Number:	2300001	PARELIM
Registration Number:	2302087	PROSTAHERB PLUS
Registration Number:	2304051	BURN BAR
Registration Number:	2304179	MENTAHERB COMPLEX
Registration Number:	2309095	BIFIDUS-SELECT DF
Registration Number:	2234105	ULTRACLEAR PLUS
Registration Number:	2175739	PERFORMANCE & FITNESS SCIENCE
Registration Number:	2211879	FEM PROTECT
Registration Number:	2232468	INNER HEALTH
Registration Number:	2220410	FUNCTIONAL GREENS
Registration Number:	2231250	ENDURA
Registration Number:	2260575	HEALTHY ANSWERS
Registration Number:	2316090	ST. JOHN'S WORT SELECT
Registration Number:	2335481	ZINCAID PLUS
Registration Number:	2475657	WITH METABOTANICALS
Registration Number:	2403421	MYCO FACTORS
Registration Number:	2641437	KAVA PLUS
Registration Number:	2712435	ULTRAINFLAMX

CORRESPONDENCE DATA

Fax Number: (313)496-8454

TRADEMARK
REEL: 003320 FRAME: 0839

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

Phone: 3139636420
Email: schultz@millercanfield.com
Correspondent Name: Joni M. Thrower
Address Line 1: 150 West Jefferson Ave
Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER:	COMERICA METAGENICS TMS
NAME OF SUBMITTER:	Joni M. Thrower
Signature:	/jonimthrower/
Date:	06/02/2006

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of May __, 2005, ("Effective Date") by and among Metagenics, Inc., a California corporation, Metagenics Far East, Inc., a Delaware corporation, and Meta Proteomics, LLC, a California limited liability company (individually and collectively, "Grantor"), and Comerica Bank ("Bank").

RECITALS

A. Bank may make advances of money and extend other financial accommodations to Metagenics, Inc. ("Borrower") pursuant to a certain Credit Agreement dated as of May __, 2005 between Borrower and Bank, as amended from time to time (the "Credit Agreement"). Bank is willing to enter into the Credit Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents, and other assets, to secure the obligations of Borrower under the Credit Agreement. In this IP Agreement, capitalized terms used without separate definition have the meanings given to them in the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted or has agreed to grant to Bank a security interest in all of Grantor's existing and future right, title, and interest in, to and under all of the Collateral.

For good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, Grantor represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Obligations, each person comprising Grantor hereby grants to Bank a security interest and mortgage in all of its right, title and interest in, to and under its registered and unregistered intellectual property collateral (collectively, "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof of Grantor, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, whether now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information owned by Grantor, and any and all intellectual property rights in computer software and computer software products, whether now or hereafter existing, and created, acquired or owned by Grantor;

(c) Any and all design rights owned by Grantor now or hereafter existing, created, acquired or held by Grantor;

(d) All patents, patent applications and like protections owned by Grantor now or hereafter existing, created, acquired or held by Grantor including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and trade names, trade styles, whether registered or not, applications to register and registrations of the same and like protections, now or hereafter existing, created, acquired or held by Grantor and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, including in the Intellectual Property Collateral, the right, without imposing on Bank any obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on Exhibit D attached hereto;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof, or any separate instrument Grantor executes and delivers to Bank to evidence the grant of security interest hereunder.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for nonexclusive licenses granted by Grantor to its customers and resellers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is party or by which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes an assignment;

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except (i) as permitted in the Credit Agreement, (ii) for non-exclusive licenses granted by Grantor in the ordinary course of business, or (iii) as set forth in this IP Agreement;

(d) Each of the issued Patents that is necessary for the conduct of Grantor's business substantially as now conducted is valid and enforceable, and no part of the Intellectual Property Collateral which had been registered and is necessary for the conduct of Grantor's business substantially as now conducted has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party except for such claims which could not reasonably be anticipated to have a Material Adverse Effect;

(e) Grantor shall deliver to Bank within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Bank, listing any applications or registrations

that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Bank of any change in the composition of the Intellectual Property Collateral that could reasonably be expected to have a Material Adverse Effect, and within 30 days of the acquisition thereof, notify Lender of any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright specified in this IP Agreement;

(f) Grantor shall use its reasonable efforts to (unless in the judgment of Grantor, it is no longer necessary for the business of the Grantor) (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Bank in writing of infringements detected that could reasonably be expected to have a Material Adverse Effect and (iii) not allow, except as permitted under the Credit Agreement, any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall register or cause to be registered with the United States Patent and Trademark Office ("USPTO") or the United States Copyright Office ("USCO"), as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product prior to the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B, C and D). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time, and Grantor hereby authorizes Bank to file any such instruments and take any such further actions, to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral (including without limitation filings with USPTO or USCO, as applicable);

(h) This IP Agreement creates, and in the case of after-acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after-acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the Indebtedness upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, filings with the USPTO or the USCO, and other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder;

(j) All information heretofore or herein supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that prevent the creation of a security interest in any of Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Grantor is required, in its commercially reasonable judgment to accept such provisions; and

(l) Upon any executive officer of Grantor obtaining knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral. In the event of a disposition of any Intellectual Property as permitted under the Credit Agreement, Grantor's obligation will be to provide such notices as are required therein.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' written notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during regular business hours upon prior reasonable written notice to Grantor and as often as may be reasonably requested, any of such Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto during regular business hours upon reasonable notice to Grantor and as often as may be reasonably requested.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon the reasonable request by Bank, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the USPTO and the USCO, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Bank, to perfect Bank's security interest in all Copyrights, Patents and Trademarks, and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to Section 5(a) above, Grantor shall not register any of its Copyrights or Mask Works with the Register of Copyrights without first executing and simultaneously registering an IP Agreement, in the identical form of this IP Agreement, with the Register of Copyrights, listing such Copyrights(s) on Exhibit A thereto in order to protect and perfect Bank's security interest in such Copyrights. Promptly after such registration, Grantor shall forward to the Bank, at the address listed above, a copy of, and the original IP Agreement as filed with the Register of Copyrights.

(c) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, after written request by Bank, to take any action and to execute any instrument which Bank may reasonably deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, without first obtaining Grantor's approval of or signature to such modification, Exhibit A, Exhibit B, and Exhibit C hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any

Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest;

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, with notice to, but without the consent of, Grantor, with all appropriate jurisdictions, as Bank deems appropriate, in order to further perfect or protect Bank's interest in the Intellectual Property Collateral; and

(iii) After the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of an Event of Default under the Credit Agreement shall constitute an Event of Default under this IP Agreement

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor will indemnify, defend and hold harmless Bank and its officers, employees, and agents against: (a) obligations, demands, claims, and liabilities asserted by any other party in connection with the transactions contemplated by this IP Agreement; and (b) losses or expenses incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor (including without limitation reasonable attorneys' fees and expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by all parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This IP Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF

ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS IP AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

15. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor and the appropriate registration/recording authorities, all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.¹

[signatures on the following page]

¹ This section was not in the original agreement.

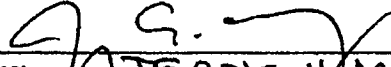
This Intellectual Property Security Agreement is executed and delivered as of the Effective Date.

ADDRESS OF GRANTOR:

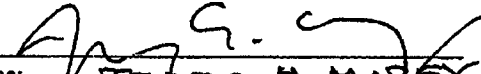
100 Avenida La Pata
San Clemente, CA 92673

GRANTOR:

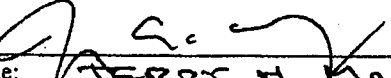
METAGENICS, INC.

By: 
Name: JERRY H. MOREY
Title: CEO

METAGENICS FAR EAST, INC.

By: 
Name: JERRY H. MOREY
Title: CEO

META PROTEOMICS, LLC

By: 
Name: JERRY H. MOREY
Title: CEO

TRADEMARKS

Trademark	Serial No.	Registration No.
CAL APATITE	73/703,300	1529276
ULTRA BALANCE & DESIGN	74/024,453	1641018
ULTRA BALANCE	73/820,434	1655204
ULTRACLEAR		1698272
ULTRAMEAL	74/255,798	1737946
ETNDURA (CLASS 5)	74/037,714	1742667
MYCEL	74/276,995	1746756
METAGENICS (CLASS 5)	74/276,999	1746757
MAXI DOPHILUS	74/276,998	1748099
COLLAGENICS	74/325,884	1778633
ULTRACLEAR SUSTAIN	74/349,296	1790106
BODY COMP	74/255,800	1800411
CARBOPLEX	74/406,984	1828017
ENDURA OPTIMIZER	74/455,482	1858351
UNIPRO	75/503,118	1897274
ENDURA AND DESIGN	74/199,862	1932421
PERFECT PROTEIN	74/665,711	1941898
UNIPRO'S PERFECT PROTEIN	74/665,710	1958984
ULTRA POTENT-C	74/634,169	1977951
ENERGENICS	74/608,074	1980618
TRUENERGY	74/706,758	1981186
ENDURA (CLASS 21)	74/649,024	1983746
PROBIOPLEX	74/630,879	1986754
GENETIC POTENTIAL THROUGH NUTRITION	75/045,424	2017913
ULTRAFLOA PLUS	74/622,809	2018276
CATNDICIN	74/708,834	2029753
ETHICAL NUTRIENTS	74/503,119	2058541
PAREX	74/708,833	2085279
SPECTRAZYME	75/104,326	2118438
PROBIO SACCHARIDE	74/689,679	2130937
HERBULK	75/273,551	2146412
ULTRACARE FOR KIDS	75/006,521	2148086
METAGENICS GENETIC POTENTIAL THROUGH NUTRITION (AND DESIGN)	75/083,349	2148578
FEM ESTRO	75/337,036	2171427
ETNDURA (CLASS 5)	75/245,553	2176358
PHYTO COMPLETE	75/237,514	2186761
PROBIOPROTEIN	74/690,022	2192481
PHYTO PHASE	75/237,511	2209614

TRADEMARK**REEL: 003320 FRAME: 0848**

FEM SOOTHE	75/323285	2211880
FEM ESTROPLEX	75/325,924	2211884
PROANTHO-C	75/221,020	2223573
MENTALIN	75/440,791	2232165
FEM ESSENTIALS	75/322,699	2241998
FEM PREMENSTRUAL	75/323,284	2242001
FEM OSTEO	75/326,443	2242007
FEM ETNDOCRINE	75/326,444	2242008
FEM MONTHLY	75/328,203	2242013
FEM ESTRO HP	75/344,356	2242049
FEM HERBAL	75/328,202	2246634
ANDROGRAPHIS PLUS	75/475,398	2249633
TRIBULUS SYNERGY	75/397,476	2250542
ST JOHN'S WORT PLUS	75/476,852	2259334
FEM PRENATAL	75/328,201	2263588
ADRENOGEN	75/502,805	2267117
GLUTAGEN	75/340,673	2269644
BURN BAR	75/413,482	2276659
TRI-METABOLIC	75/433,645	2280069
REGUMENSE	75/541,541	2281529
MICROBICIN	75/541,546	2281530
CARDIOTAIN	75/541,557	2281532
SPECTRA SOY	75/548,134	2283301
BRAIN CARE	75/547,082	2285309
STRESS RESCUE	75/541,556	2287764
FEVERFEW PLUS	75/544,481	2288940
PERFECT SOY	75/541,543	2290135
FENUGREEK PLUS	75/541,544	2290136
INFLAVONOID INTENSIVE CARE	75/541,562	2290137
LICORICE PLUS	75/541,564	2290138
MENOPOS	75/541,542	2292557
MOISTSURE	75/570,087	2295921
SELECT C-500	75/577,565	2298136
PHARMA SOY	75/577,566	2298137
ENZYBLEND	75/577,688	2298138
FEM DEFENSE	75/577,692	2298139
ENZYBLEND MAXIMUM	75/577,695	2298140
SINU BLEND	75/585,915	2298206
FLORAPLEX - SELECT DF	75/577,686	2299925
DOPHILUS - SELECT DF	75/577,689	2299926
PRIMALIN	75/591,137	2299999
EXHILARIN	75/591,146	2300002

WORKOUT PUNCH	75/433,558	2300721
MUSCLE BASICS	75/433,559	2300722
METABOTANICA	75/405,125	2302688
WITH METABOTANICALS (AND DESIGN)	76080759	2302688
CHASTEBERRY PLUS	75/591,141	2304180
PHYTO BLEND	75596730	2304212
BALANCED EFA'S	75/585,920	2304992
FLUID FACTORS	75/577,570	2309026
MENSTRELAX	75/591,142	2309142
ANDROGRAPHIS - SELECT	75/577,572	2313813
MULTI - SELECT	75/588,394	2313941
HEPATAGEN	75/644,485	2314621
BOSWELLIA SELECT	75/577,571	2316027
MINERAL SELECT	75/598,332	2316232
HCL SELECT	75/577,697	2318550
MAXIGEST	75/607,223	2318828
ENDURA (CLASS 16)	74/653,182	2319622
MULTIGENICS	75/691,281	2324526
INFLAVONOID	75/404,656	2326632
METAGEST	75/714,275	2329762
FIBROPLEX	75/714,975	2332951
HORSE CHESTNUT PLUS	75/660,962	2338185
SELECT C-1000	75/585,918	2344864
MYO - SYSTEM RECOVERY	75742924	2345546
CAL APATITE PLUS	75/754,845	2345652
BLACK COHOSH PLUS	75/754,844	2347296
METAPHARMA	75/479,421	2354062
HEPATACIN	75/754,464	2362119
NUTRITION MASTERS COURSE	75/591,139	2365860
FEM RENEW	75/577,690	2390891
PREMENSTRUAL PRIME	75/541/545	2396856
IMMUNE BENEFIT	75/718,887	2398720
COQ 10ST	75/638,959	2401080
ANTIOX - SELECT	75/577,569	2405204
SERENAGEN	75/756630	2411437
BIO-SCORB	75932093	2429909
SUPER GARLIC 6000	75/743,274	2441673
SINUPLEX	75/835,677	2445930
VENAPLEX	75/756,632	2450017
GLA FORTE	75/085,204	2479762
GLUTAGENICS	75/907,611	2483703

BIOPURE PROTEIN	75/714,973	2483934
ESSENTIAL DEFENSE	75/840,666	2488989
METABOTANICA METHOD AND DESIGN	76/080758	2496000
FLOW BALANCE	75/577,698	2499330
YIN ESSENCE	75/835,675	2502881
TRAN-Q	75/835,676	2502882
CANDIBACTIN BR	75/903,629	2505459
GASTROGEN	75/903,632	2505460
CANDIBACTIN AR	75/907,613	2505466
VESSEL CARE	75/756,631	2505623
TRIPLE BALANCE	75/791,147	2508408
BCAA 1000	76/029,695	2521397
NEUROSOL	76/269,785	2522651
ULTRA PAREX	75/937,622	2523428
CERALIN	76/269,699	2525170
ULTRA CLA	75/907,612	2534753
CHONDRO CARE	76/297,567	2536735
BIOSOM	76/302,941	2536773
EPA DHA COMPLEX	76/029,694	2544116
EPA DHA EXTRA STRENGTH	75/937,623	2554254
MISCELLANEOUS DESIGN (LEAF FOR METABOTANICA)	76/080,757	2555145
MYCOFERON	76/308,957	2558872
ENDURABOLIC	76/312,659	2567441
HEMAGENICS	76/320460	2576183
WITH METABOTANICALS	76102788	2584581
WITH METABOTANICS LOGO (ARTWORK)	76/102,788	2584581
LIPOTAIN	76/296,932	2585178
OSTEO-GENICS	76/336,575	2585383
HEPATAPLEX	76/348,036	2615312
GLUCO FACTORS	76/357,566	2618230
CORTICO-B5B6	76/349,910	2621244
FORMULA FOCUS	76/271,028	2626510
ADRESET	76/371,061	2631671
MITOCHONDRIAL RESUSCITATE	76/357,299	2642732
META LIPOATE	76/357,564	2659082
META FIBER	76/359,025	2666197
4R (CLASS 16)	76/193,521	2672941
TOXI-CLEANSE	76/379,210	2677511
MYOPLEX	75/115,187	2679254

GLYCOGENICS	76/353,599	2683015
CORATAIN	76/306,242	2689342
MYOCALM	75/870,732	2705003
MYOCALM P.M.	75/870,734	2707428
METAZYME	75/186,976	2,712,305
CELAPRO	76/298,745	2730219
BONE BUILDER	75/470,960	2730849
META-E HEALTH.COM	76/368,680	2731449
CAL MATRIX	76/313,588	2733964
ESTRO FACTORS	76/376,566	2738736
META I3C	76/296,600	2741075
ENDEFEN	76/320,459	2744034
ADVA CLEAR	76/432,478	2751274
THYROSOL	76/357,298	2754115
ULTRACLEAR MACRO	76/437,968	2754306
FOLAPRO	75/375,154	2757248
META-E HEALTH	76/368,450	2758146
ULTRA PROSTOGEN	75/647,557	2760547
ULCINEX	76/357,221	2773099
OXYGENICS	75/772,959	2783485
CENITOL	76/279,289	2785398
PERIMINE	76/465,390	2787458
ALAPARS	76/471,731	2789667
INTESOL	76/462,389	2795939
ULTRAGLYCEMX	75/943,486	2810948
FIRST LINE THERAPY	76/433,454	2818514
ULTRA INFLAMX	75/933,824	2829083
CARDIOGENICS	76/357,565	2829083
ACTIVCOAT	76/449,727	2863377
ACTIFOLATE	76/407,599	2872256
EXPRESSYN-CLASS 42	76/491,778	2872389
METAPROTEOMICS (CLASS 42)	76/975,674	2891784
KAPREX	76/490,077	2900411
EXPRESSYN	76/459,253	2,911,433
AMYLOSTAR	76/554,759	2941254
GUARD'N BAR	78/268,214	2950102
VASCUTONE	75/756,265	
ESTROBALANCE	76/293,405	
CHOLAREST	76/357,864	
LUDUXIN	76/490,078	

UNLOCKING THE SECRETS OF GENETIC POTENTIAL THROUGH NUTRITION	76/503,599
ZINLORI 75	78/288,540
SELESTRO	78/278,622
METAGENICS (IC 5, 16, 41, 42)	78/272/071
JOINT FOCUS	78/272,882
WELLNESS ESSENTIALS	76/553,169
PROTRYPSIN	78/310,909
EZ FLEX	75/848,784
LACTOVIDEN ID	78/354,956
BIFOVIDEN ID	78/354,947
PROBIOKIDS	78/376,327
ESTRIUM	78/401,237
SOMNOLIN	78/405,139
TESTRALIN	78/405,152
SCIENTIFICALLY TESTED IDENTITY- CERTIFIED STRAINS ID (ID CERTIFIED LOGO)	78/409,012
METAPROTEOMICS (CLASS 5)	76/442,633
FUNCTIONAL MEDICINE RESEARCH CENTER	78/433,333
PURITY CERTIFIED LOGO	78/439,683
VASOTENSIN	78/447,540
METAGENICS	74/276,999
PROTEIN FUSION	78/503,966