

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NATROL, INC.		08/25/2006	CORPORATION: DELAWARE
PROLAB NUTRITION, INC.		08/25/2006	CORPORATION: CONNECTICUT

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Capital Finance Corporation (Western)
<b>Street Address:</b>	251 South Lake Avenue,
<b>Internal Address:</b>	Suite 900
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91101
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 55**

Property Type	Number	Word Mark
Registration Number:	2902349	BIOBEADS
Registration Number:	3122080	BRAINSPEED ATTENTION
Registration Number:	3122078	BRAINSPEED MEMORY
Registration Number:	3122079	BRAINSPEED PERFORM
Registration Number:	2780061	CARB INTERCEPT
Registration Number:	2507886	CETYLPURE
Registration Number:	1996448	CHINA CHLORELLA
Registration Number:	2265676	CRAVEX
Registration Number:	3036209	ESSENTIALLY PURE INGREDIENTS
Registration Number:	2625812	ESSENTIALLY PURE INGREDIENTS
Registration Number:	2628737	ESSENTIALLY PURE INGREDIENTS
Registration Number:	2858995	FEELANEW

CH \$1390.00 2902349

Registration Number:	2297897	GARLIPURE
Registration Number:	2271187	HOT FLASHEX
Registration Number:	2109916	KAVATROL
Registration Number:	1649915	KID'S COMPANION
Registration Number:	2537819	LACI LE BEAU
Registration Number:	1321110	LACI LE BEAU
Registration Number:	2640866	MY DEFENSE
Registration Number:	1763598	MY FAVORITE
Registration Number:	1719803	MY FAVORITE MULTIPLE
Registration Number:	87376	
Registration Number:	2906485	COACHART
Registration Number:	2252985	NATROL
Registration Number:	1532608	NATROL
Registration Number:	2714293	NATROL COMPLETEBALANCE
Registration Number:	2830860	OCUSENSE
Registration Number:	3124454	OMEGA SOLUTIONS
Registration Number:	2759559	PC CARE
Registration Number:	1593789	POWER TIME
Registration Number:	109303	
Registration Number:	1379401	PURE-GAR
Registration Number:	2828909	QUINTESSENCE
Registration Number:	1335759	QUINTESSENCE
Registration Number:	2307534	SAF
Registration Number:	2633105	SLEEP 'N RESTORE
Registration Number:	2494739	STIMUMAX
Registration Number:	2002826	SUPER DIETER'S
Registration Number:	1759414	SUPER DIETER'S TEA
Registration Number:	2830837	TRIPLE LEAN
Registration Number:	1785172	ZERO FLUSH
Registration Number:	1780011	
Registration Number:	2515278	CUTS II
Registration Number:	2924123	ENHANCED CLA
Registration Number:	2310280	LEAN MASS
Registration Number:	2465794	PROLAB
Registration Number:	1826071	PROLAB

Registration Number:	2628270	THERMA PRO
Serial Number:	78549751	BRAINSPEED
Serial Number:	78368746	NATROL
Serial Number:	78790642	NATROL HIGH EFFERVESCENT
Serial Number:	78881484	GRETA GARBO
Serial Number:	78583793	LEAN MASS COMPLEX
Serial Number:	78583810	NATURALLY LEAN COMPLEX
Serial Number:	78737109	QUICKFIRE

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: CBC Companies dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	366761
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	09/07/2006

Total Attachments: 11  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated August 25, 2006, between NATROL, INC., a Delaware corporation with offices at 21411 Prairie Street, Chatsworth, California 91311 ("Natrol"), PROLAB NUTRITION, INC., a Connecticut corporation with offices at 21411 Prairie Street, Chatsworth, California 91311 ("Prolab" and, together with Natrol, "Pledgors" and each a "Pledgor"), and WACHOVIA CAPITAL FINANCE CORPORATION (WESTERN), a California corporation, as agent with an office at 251 South Lake Avenue, Suite 900, Pasadena, California 91101 ("Pledgee").

### WITNESSETH:

WHEREAS, Pledgee and Pledgors have entered into that certain Loan and Security Agreement dated the date hereof (together with all agreements entered into in connection therewith, the "Financing Agreements"), pursuant to which Pledgee and the lenders from time to time party thereto ("Lenders") have made and may in the future, in its discretion, make certain loans and advances and extend credit to Pledgors, subject to the terms and provisions of the Financing Agreements;

WHEREAS, Pledgors own all right, title, and interest in and to, among other things, material United States trademarks and trademark registrations, and the trademark applications and tradenames, as set forth on Exhibit A hereto (the "Trademarks"); and

WHEREAS, in order to secure each Pledgor's Obligations (as defined in the Financing Agreements) to Pledgee and Lenders, each Pledgor has agreed to grant to Pledgee a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Pledgee has requested each Pledgor to enter into this Agreement to evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of Pledgors' Obligations, and to induce Pledgee to make loans and advances to Pledgors, each Pledgor hereby grants to Pledgee a security interest in:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any State of the United States;
- (c) all tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;

(e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;

(f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;

(g) all licenses and other agreements under which any Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

(h) all goodwill of each Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND each Pledgor hereby covenants with Pledgee as follows:

1. Pledgors' Obligations. Each Pledgor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Pledgee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Pledgee relating to the Collateral, nor shall Pledgee be required to perform any covenant, duty, or obligation of any Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Each Pledgor represents and warrants to Pledgee that:

(a) such Pledgor is the owner of its Collateral, and no adverse claims have been made with respect to its title to or the validity of such Collateral;

(b) the Trademarks are the only material trademarks, trademark registrations, trademark applications and trade names in which such Pledgor has any or all right, title and interest;

(c) none of its Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by any Pledgor as licensor), except for Pledgee's interests granted hereunder; and

(d) when this Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Pledgee has taken the other actions contemplated in this Agreement and by the Financing Agreements, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the

Collateral in favor of Pledgee, enforceable against each Pledgor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Each Pledgor will maintain its Collateral, defend its Collateral against the claims of all persons, and will maintain and renew all registrations of its Collateral; provided, however, that no Pledgor will be required to maintain any Collateral which no longer has any material economic value. Each Pledgor will maintain the same standards of quality (which Pledgee has reviewed) for the goods and services in connection with which the Trademarks are used as such Pledgor maintained for such goods and services prior to entering into this Agreement. Pledgee shall have the right to enter upon each Pledgor's premises at all reasonable times to monitor such quality standards. Without limiting the generality of the foregoing, and so long as any Trademark or Future Trademark has material economic value, no Pledgor shall permit the expiration, termination or abandonment of such Trademark or Future Trademark without the prior written consent of Pledgee. If, before the Obligations have been satisfied in full and the Financing Agreements have been terminated, any Pledgor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and such Pledgor shall give Pledgee prompt notice thereof in writing.

4. Use Prior to Default. Effective until Pledgee's exercise of its rights and remedies upon an Event of Default under and as defined in the Financing Agreements (an "Event of Default"), each Pledgor shall be entitled to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Financing Agreements and this Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Pledgee shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee. Pledgee in such event may collect directly any payments due to any Pledgor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements. Each Pledgor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event any Pledgor fails or refuses to execute and deliver such documents, each Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on such Pledgor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, each Pledgor may sell any merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Pledgee to the contrary. The preceding sentence shall not limit any right or remedy granted to Pledgee with respect to each Pledgor's inventory under the Financing Agreements or any other agreement now or hereinafter in effect.

6. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies

provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

7. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by each Pledgor and Pledgee. Each Pledgor hereby authorizes Pledgee to modify this Agreement by amending Exhibit A hereto to include any Future Trademarks.

8. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Pledgee of any breach or default by any Pledgor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

9. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by any Pledgor without the prior written consent of Pledgee; and, provided further, that Pledgee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

10. Future Acts. Until the Obligations shall have been paid in full, each Pledgor shall have the duty to make applications on material unregistered but registrable as trademarks in any location where such Pledgor does business, to prosecute such applications diligently, and to preserve and maintain all rights in the Trademarks and the other Collateral. Any expenses incurred in connection with such applications and other actions shall be borne by such Pledgor. No Pledgor shall abandon any right to file a trademark application or registration for any trademark, or abandon any such pending trademark application or registration, without the consent of Pledgee, except to the extent that the trademark covered by such application or registration has no material economic value.

11. Enforcement. Upon any Pledgor's failure to do so after Pledgee's demand, or upon an Event of Default, Pledgee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, in which event such Pledgor shall at the request of Pledgee do any and all lawful acts and execute any and all proper documents required by Pledgee in aid of such enforcement and such Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee or its agents for all costs and expenses incurred by Pledgee in the exercise of its rights under this Section 11.

12. Release. At such time as Pledgors shall completely satisfy all of the Obligations, and the Financing Agreements have been terminated, other than upon enforcement of Pledgee's remedies under the Financing Agreements after an Event of Default, Pledgee will execute and deliver to Pledgors a release or other instrument as may be necessary or proper to release Pledgee's lien in the Collateral, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto.

13. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

14. Notices. All notices, requests and demands to or upon any Pledgor or Pledgee under this Agreement shall be given in the manner prescribed by the Financing Agreements.

15. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of California, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the County of Los Angeles, State of California, whichever Pledgee may elect (except that Pledgee shall have the right to bring any action or proceeding against any Pledgor or its property in the courts of any other jurisdiction which Pledgee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against such Pledgor or its property). EACH PLEDGOR AND PLEDGEE EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 15.

16. Counterparts, etc. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.


17. Supplement. This Agreement is a supplement to, and is hereby incorporated into, the Financing Agreements and made a part thereof.




IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PLEDGORS

NATROL, INC.,  
a Delaware corporation

By:   
Name: Dennis R. Jolicoeur  
Title: Chief Financial Officer, Treasurer and  
Executive Vice President

PROLAB NUTRITION, INC.,  
a Connecticut corporation

By:   
Name: Dennis R. Jolicoeur  
Title: Chief Financial Officer, Treasurer and  
Executive Vice President

PLEDGEE

WACHOVIA CAPITAL FINANCE  
CORPORATION (WESTERN),  
a California corporation, as agent

By: \_\_\_\_\_  
Name: James E. Campbell  
Title: Director

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PLEDGORS

NATROL, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Dennis R. Jolicoeur  
Title: Chief Financial Officer, Treasurer and  
Executive Vice President

PROLAB NUTRITION, INC.,  
a Connecticut corporation

By: \_\_\_\_\_  
Name: Dennis R. Jolicoeur  
Title: Chief Financial Officer, Treasurer and  
Executive Vice President

PLEDGEE

WACHOVIA CAPITAL FINANCE  
CORPORATION (WESTERN),  
a California corporation, as agent

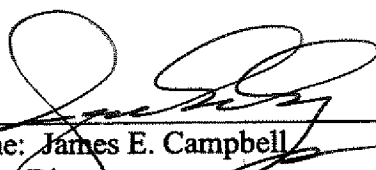
By:  \_\_\_\_\_  
Name: James E. Campbell  
Title: Director

EXHIBIT A  
Trademark Security Agreement for Natrol, Inc.

These marks below represent marks for Natrol Brands and active products being sold.

	Registration/ Application No.	Registration/ Application Date	MARK	OWNER
R	2902349	11/09/04	BIOBEADS	Natrol
TM	78549751	F:1/19/2005	BRAINSPEED	Natrol
R	3122080	07/25/06	BRAINSPEED ATTENTION	Natrol
R	3122078	07/25/06	BRAINSPEED MEMORY	Natrol
R	3122079	07/25/07	BRAINSPEED PERFORM	Natrol
R	2780061	11/04/03	CARB INTERCEPT	Natrol
R	2507886	11/13/01	CETYPURE	Natrol
R	1996448	08/27/96	CHINA CHLORELLA	Natrol
R	2265676	07/27/99	CRAVEX	Natrol
R	3036209	12/27/05	ESSENTIALLY PURE INGREDIENTS (Design II)	Natrol
R	2625812	09/24/02	ESSENTIALLY PURE INGREDIENTS (Design)	Natrol
R	2628737	10/01/02	ESSENTIALLY PURE INGREDIENTS	Natrol
R	2858995	06/29/04	FEELANEW	Natrol
R	2297897	12/07/99	GARLIPURE	Natrol
R	2271187	08/17/99	HOT FLASHEX	Natrol
R	2109916	10/28/97	KAVATROL	Natrol
R	1649915	07/09/91	KID'S COMPANION	Natrol
R	2537819	02/12/02	LACI LE BEAU	Natrol
R	1321110	2/19/1895	LACI LE BEAU (Stylized)	Natrol
R	2640866	10/22/02	MY DEFENSE	Natrol
R	1763598	04/06/93	MY FAVORITE	Natrol
R	1719803	09/29/92	MY FAVORITE MULTIPLE	Natrol
R	87376	04/06/88	NATROL	Natrol
R	2906485	11/30/04	NATROL (Design in "O")	Natrol
R	2252985	06/15/99	NATROL (leaf under name)	Natrol
R	1532608	04/04/89	NATROL	Natrol
TM	78368746	F:2/16/04	NATROL (Bullet Logo)	Natrol
R	2714293	05/06/03	NATROL COMPLETE BALANCE (Special Form)	Natrol
TM	78790642	F:1/12/06	NATROL HIGH EFFERVESCENT	Natrol
R	2830860	04/06/04	OCUSENSE	Natrol
R	3124454	08/01/06	OMEGA SOLUTIONS	Natrol
R	2759559	09/02/03	PC CARE	Natrol
R	1593789	05/01/90	POWER TIME	Natrol
SM	109303	07/08/03	PROSTATEEXCELL	Natrol
R	1379401	01/21/86	PURE-GAR	Natrol
R	2828909	04/06/04	QUINTESSENCE (Class 5)	Natrol
R	1335759	05/14/85	QUINTESSENCE (Class 30)	Natrol
R	2307534	01/11/00	SAF	Natrol
R	2633105	10/08/02	SLEEP 'N RESTORE	Natrol
TM	78881484	F:5/11/06	SLENDERITE	Natrol
R	2494739	10/02/01	STIMUMAX	Natrol
R	2002826	09/24/96	SUPER DIETER'S	Natrol
R	1759414	03/23/93	SUPER DIETER'S TEA	Natrol
R	2830837	04/06/04	TRIPLE LEAN	Natrol
R	1785172	08/03/93	ZERO FLUSH	Natrol
R	1780011	07/06/93	DESIGN MARK (LEAF)	Natrol

**EXHIBIT A**  
**Trademark Security Agreement for Prolab Nutrition, Inc.**

These marks below represent marks for Prolab Brands and active products being been sold.

	Registration/ Application No.	Registration/ Application Date	MARK	OWNER
R	2515278	12/04/01	CUTS II	Prolab
R	2924123	02/01/05	ENHANCED CLA	Prolab
R	2310280	01/25/00	LEAN MASS	Prolab
TM	78583793	F:3/9/2005	LEAN MASS COMPLEX	Prolab
TM	78583810	F:3/9/2005	NATURALLY LEAN COMPLEX	Prolab
R	2465794	07/03/01	PROLAB	Prolab
R	1826071	03/15/94	PROLAB (Stylized II)	Prolab
TM	78737109	F:10/20/2005	QUICK FIRE	Prolab
R	2628270	10/01/02	THERMA PRO	Prolab