

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Airborne Health, Inc.		11/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas, as Administrative Agent
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	OTHER: UNKNOWN

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3162321	AIRBORNE JR.
Registration Number:	3162319	AIRBORNE
Registration Number:	3162312	AIRBORNE JR.
Registration Number:	3162311	TAKE AIRBORNE
Registration Number:	3162310	NEXT TIME, 'PLOP' THE AIRBORNE!
Registration Number:	2631544	AIRBORNE ZAPPERS
Registration Number:	2630509	DOC-DROPS
Registration Number:	2386920	DOC POPS
Registration Number:	2218562	RECOVERY MD
Registration Number:	1953427	AIRBORNE
Registration Number:	1973746	HANDSHAKES
Serial Number:	78907310	AIRBORNE ON-THE-GO
Serial Number:	78750419	AIRBORNE FORMULA
Serial Number:	78749806	AIRBORNE FORMULA

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Serial Number:	78749794	AIRBORNE COLD REMEDY
Serial Number:	78749767	THE ORIGINAL AIRBORNE
Serial Number:	78749759	AIRBORNE GUMMI LOZENGES
Serial Number:	78945066	AIRBORNE TEACHER TRUST FUND
Serial Number:	78907304	AIRBORNE NIGHTTIME
Serial Number:	78749730	CREATED BY A SCHOOL TEACHER!
Serial Number:	77015180	AIRBORNE POWER PIXIES
Serial Number:	77008841	DOC POPS

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 430-8308
Email: sgordon@omm.com
Correspondent Name: Shari L. Gordon
Address Line 1: 400 S. Hope Street
Address Line 2: 18th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	088,188-104
NAME OF SUBMITTER:	Svetlana G. Attestatova
Signature:	/Svetlana G. Attestatova/
Date:	12/01/2006

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, AIRBORNE HEALTH, INC., a Delaware corporation (“**Grantor**”), has certain rights, title and interests in and to the Trademark Collateral (as defined below); and

WHEREAS, Airborne Holdings, Inc., a Delaware corporation (“**Holdings**”), and Airborne Health, Inc., a Delaware corporation (“**Borrower**”), have entered into a Credit Agreement dated as of November 30, 2006 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as administrative agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more hedging agreements (collectively, the “**Specified Hedging Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Specified Hedging Agreements are entered into (in such capacity, collectively, “**Hedging Counterparties**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of November 30, 2006 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to any trademark or service mark registrations or applications that have been or may hereafter be issued or applied for thereon (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), and all goodwill of such Grantor’s business symbolized by the Trademark Collateral and associated therewith; provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in

which, the grant of a security interest therein would impair the validity of enforceability of such intent to use trademark application; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of November, 2006.

AIRBORNE HEALTH, INC.

By: 

Name: Joseph F. Trustey

Title: President

Grant of Trademark Security Interest
to Security Agreement

TRADEMARK
REEL: 003437 FRAME: 0500

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
AIRBORNE JR. (Stylized Letters)	3162321	10/24/06
AIRBORNE (Stylized Letters)	3162319	10/24/06
AIRBORNE JR.	3162312	10/24/06
TAKE AIRBORNE	3162311	10/24/06
NEXT TIME, 'PLOP' THE AIRBORNE!	3162310	10/24/06
AIRBORNE ZAPPERS	2631544	10/08/02
DOC-DROPS	2630509	10/08/02
DOC POPS	2386920	09/19/00
RECOVERY MD	2218562	01/19/99
AIRBORNE	1953427	01/30/96
HANDSHAKES	1973746	05/14/96
AIRBORNE ON-THE-GO	78/907,310	06/13/06
AIRBORNE FORMULA (and Design)	78/750,419	11/09/05
AIRBORNE FORMULA	78/749,806	11/08/05
AIRBORNE COLD REMEDY	78/749,794	11/08/05
THE ORIGINAL AIRBORNE	78/749,767	11/08/05
AIRBORNE GUMMI LOZENGES	78/749,759	11/08/05
AIRBORNE TEACHER TRUST FUND	78/945,066	08/04/06
AIRBORNE NIGHTTIME	78/907,304	06/13/06
CREATED BY A SCHOOL TEACHER!	78/749,730	11/08/05
AIRBORNE POWER PIXES	77/015,180	10/05/06
DOC POPS	77/008,841	09/24/06