

**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
AMS Health Sciences, Inc.	FORMERLY Advantage Marketing Systems, Inc.	06/28/2006	CORPORATION: OKLAHOMA

**RECEIVING PARTY DATA**

<b>Name:</b>	Laurus Master Fund, Ltd.
<b>Street Address:</b>	825 Third Avenue 14th Floor
<b>Internal Address:</b>	c/o Laurus Capital Management LLC
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	COMPANY: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2444941	ADAPT-O-PET
Registration Number:	2678095	ADVANTAGE MARKETING SYSTEMS
Registration Number:	2802229	ADVANTAGE MARKETING SYSTEMS
Registration Number:	2357752	AM-300
Serial Number:	78366107	AMS
Serial Number:	78409772	AMS HEALTH SCIENCES
Registration Number:	2586250	BREKHMANS CHOICE
Registration Number:	1952600	CO-CLENZ
Serial Number:	78519989	
Registration Number:	2355605	MAXIMIZING LIFE'S POTENTIAL
Registration Number:	2640165	PILLAR OF YOUTH
Serial Number:	78721444	PRIME DELIGHT
Serial Number:	78825350	PRIME DELIGHT PLUS

CH \$465.00 2444941

Registration Number:	2770668	HEATWAVE
Registration Number:	1848954	PRIME PLUS
Registration Number:	2618390	SPARK OF LIFE
Registration Number:	1412968	TOPPFAST
Registration Number:	3062171	WELLNESS CEO

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/15/2007

Total Attachments: 7  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

AMS HEALTH SCIENCES, INC. F/K/A  
ADVANTAGE MARKETING SYSTEMS, INC.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: OKLAHOMA
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) JUNE 28, 2006

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: LAURUS MASTER FUND, LTD.

Internal Address: C/O LAURUS CAPITAL MANAGEMENT LLC

Street Address: 825 THIRD AVENUE 14TH FLOOR

City: NEW YORK CITY

State: NEW YORK

Country: USA                              Zip: 10022

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_

Other COMPANY      Citizenship CAYMAN ISLANDS

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
SEE SCHEDULE 1 ATTACHED TO THE INTELLECTUAL  
PROPERTY SECURITY AGREEMENT

B. Trademark Registration No.(s)  
SEE SCHEDULE 1 ATTACHED TO THE INTELLECTUAL  
PROPERTY SECURITY AGREEMENT

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: LOEB & LOEB LLP

Internal Address: ATTN: DARRELL R. MITCHINER,

LEGAL ASSISTANT

Street Address: 345 PARK AVENUE

City: NEW YORK CITY

State: NEW YORK                              Zip: 10154

Phone Number: 212 407-4915

Fax Number: 646 607-3304

Email Address: DMITCHINER@LOEB.COM

**6. Total number of applications and registrations involved:**

18

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Darrell R. Mitchiner

Signature

FEBRUARY 2, 2007

Date

DARRELL R. MITCHINER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

**GRANT OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of June 28, 2006, is executed by AMS Health Sciences, Inc., an Oklahoma corporation (the "Grantor") in favor of Laurus Master Fund, Ltd. (the "Secured Party").

A. Pursuant to a Master Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, certain other Assignors (as defined in the Security Agreement), and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor and the other Assignors have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide financial accommodations to AMS Health Sciences, Inc.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's

security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

AMS HEALTH SCIENCES, INC.

By: 

Name: Jerry W. Grizzle  
Title: Chairman, President, CEO

LAURUS MASTER FUND, LTD.

By: 

Name:

Title:

**David Grim**  
**Director**

**SCHEDULE 1 TO GRANT OF SECURITY INTEREST**  
**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

ADVANTAGE MARKETING SYSTEMS, INC./AMS HEALTH SCIENCES, INC.

1. 2,444,941
2. 2,678,095
3. 2,802,229
4. 2,357,752
5. 78/366,107
6. 78/409,772
7. 2,586,250
8. 1,952,600
9. 78/519,989
10. 2,355,605
11. 2,640,165
12. 78/721,444
13. 78/825,350
14. 2,770,668
15. 1,848,954
16. 2,618,390
17. 1,412,968
18. 3,062,171

**SCHEDULE 2 TO GRANT OF SECURITY INTEREST**  
**PATENTS AND PATENT APPLICATIONS**

NONE

NY552227.1  
203891-10098

**TRADEMARK**  
**REEL: 003482 FRAME: 0570**



OF STATE



CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
ADVANTAGE MARKETING SYSTEMS, INC.

Advantage Marketing Systems, Inc., an Oklahoma corporation (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors, a resolution was duly adopted setting forth the foregoing proposed amendment to the Certificate of Incorporation of the Corporation, declaring said amendment to be advisable and calling a meeting of shareholders of the Corporation. Paragraph 1 of the Corporation's Certificate of Incorporation is proposed to be amended as follows:

The name of the Corporation is:

AMS Health Sciences, Inc.

SECOND: That thereafter, a meeting of the shareholders of the Corporation was duly called and held on August 20, 2004, at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 77 of the Oklahoma General Corporation Act.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its President and its Secretary on September 2, 2004.

David J. D'Arcangelo, President

Attest:

Reggie B. Cook, Secretary