

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Humanetics Corporation		03/12/2007	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Hilco Financial, LLC
Street Address:	5 Revere Drive, Suite 430
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2476865	WEIGHT LOSS ACCELERATOR
Registration Number:	2607975	METABOLIC MIRACLE
Registration Number:	2675783	7-KETO
Registration Number:	2724792	HUMANETICS THE SCIENCE OF SUPPLEMENTS
Registration Number:	2942298	HUMANETICS THE SCIENCE OF SUPPLEMENTS.
Registration Number:	2964802	7-KETO
Serial Number:	77057271	AUGMUNE

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-577-8265
 Email: kristin.brozovic@kattenlaw.com
 Correspondent Name: Kristin Brozovic c/o Katten Muchin
 Address Line 1: 525 W Monroe
 Address Line 4: Chicago, ILLINOIS 60661

CH \$190.00 2476865

ATTORNEY DOCKET NUMBER:	334895-13
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	04/05/2007
Total Attachments: 6 source=Humanetics TMSA#page1.tif source=Humanetics TMSA#page2.tif source=Humanetics TMSA#page3.tif source=Humanetics TMSA#page4.tif source=Humanetics TMSA#page5.tif source=Humanetics TMSA#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 12, 2007, made by HUMANETICS CORPORATION, a Minnesota corporation ("Grantor"), in favor of HILCO FINANCIAL, LLC, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (such Credit Agreement, as it may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "Credit Agreement"), by and among Grantor, Grantor's affiliates and Lender, Lender has agreed to make certain loans and other extensions of credit to or for the account of Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of that General Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, Grantor's affiliates and Lender, Grantor has granted to Lender for the benefit of Lender a security interest in substantially all 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), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Security Agreement);

WHEREAS, Lender has required, as a condition, among others, to the making of any loans or other extensions of credit under the Credit Agreement, that Grantor execute and deliver this Agreement in favor of Lender;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for

past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world;

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other Person, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule 1 attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such; and

(c) all proceeds of all of the foregoing.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and is not intended to increase the rights of Lender or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and 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.

*- Remainder of Page Intentionally Left Blank -
Signature Page Follows*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HUMANETICS CORPORATION, a Minnesota corporation

By: Ronald J. Zenk
Name: RONALD ZENK
Title: Chief Executive Officer

ACCEPTED AND AGREED TO AS OF
MARCH 12, 2007

HILCO FINANCIAL, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HUMANETICS CORPORATION, a Minnesota corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED TO AS OF
MARCH 12, 2007

HILCO FINANCIAL, LLC, a Delaware limited liability company

By: 
Name: S. H. Morse
Title: Exec Vice Pres & COO

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF MARCH 12, 2007**

HUMANETICS CORPORATION TRADEMARKS AND SERVICE MARKS

REF	MARK	REG NUMBER	REG DATE
1.	WEIGHT LOSS ACCELERATOR	2,476,865	8/7/2001
2.	METABOLIC MIRACLE	2,607,975	8/13/2002
3.	7-KETO (and design)	2,675,783	1/21/2003
4.	HUMANETICS THE SCIENCE OF SUPPLEMENTS. (and design)	2,724,792	6/10/2003
5.	HUMANETICS THE SCIENCE OF SUPPLEMENTS. (and design)	2,942,298	4/19/2005
6.	7-KETO	2,964,802	7/5/2005

**HUMANETICS CORPORATION INTERNATIONAL TRADEMARKS AND SERVICE
MARKS**

REF	COUNTRY	MARK	REG NUMBER	REG DATE
1.	Germany	KETOLIFE	397 53 018	07/14/1998
2.	France	KETOLIFE	97701689	04/10/1998
3.	Great Britain	KETOLIFE	2419679	10/30/1997
4.	Japan	KETOLIFE	4,278,310	05/28/1999
5.	Australia	7-KETO (and design)	778,504	02/16/2001

6.	Canada	7-KETO (and design)	606,108	03/24/2004
7.	Canada	7-KETO	594,851	11/17/2003
8.	Europe	7-KETO (and design)	992,909	02/14/2001
9.	Japan	7-KETO	4,328,255	10/22/1999
10.	Japan	7-KETO (and design)	4,371,847	03/31/2000

**HUMANETICS CORPORATION UNITED STATES TRADEMARK AND SERVICE
MARK APPLICATIONS**

REF	MARK	SERIAL NUMBER	FILING DATE
1.	AUGMUNE	77/057271	12/05/2006

**HUMANETICS CORPORATION INTERNATIONAL TRADEMARKD AND SERVICE
MARK APPLICATIONS**

NONE

**HUMANETICS CORPORATION TRADEMARK AND SERVICE MARK LICENSE
AGREEMENTS**

1. The Grantor (Humanetics Corporation) through it normal course of business of selling dietary ingredients has multiple non-exclusive license agreements for various trademarks with its customers. True and correct copies are maintained at it offices.
2. Trademark License Agreement AdvantRx Corporation 11-20-2002