

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BACK TO BASICS PRODUCTS, LLC		04/19/2007	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	LaSalle Bank National Association
<b>Street Address:</b>	135 South LaSalle Street, Suite 240
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	a National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 44**

Property Type	Number	Word Mark
Registration Number:	2870826	BACK TO BASICS
Registration Number:	3112667	BACK TO BASICS
Registration Number:	3184176	BACK TO BASICS
Serial Number:	78943369	BACK TO BASICS CHOICE
Serial Number:	78943374	BACK TO BASICS CHOICE
Serial Number:	78965781	BACK TO BASICS CHOICE
Serial Number:	78965777	BACK TO BASICS CHOICE
Registration Number:	2925312	BACK TO THINGS THAT WORK
Registration Number:	2923331	BETTER THAN A BLENDER
Registration Number:	3137196	BLENDER SOLUTION
Serial Number:	77047863	CHEFSCAPE
Registration Number:	2973685	COCOA-LATTE
Registration Number:	3202937	COFFEE SOLUTION

OP \$1115.00 2870826

Registration Number:	3214230	EGG & MUFFIN TOASTER
Registration Number:	2654229	HAWAIIICE
Serial Number:	78866700	ICE MASTER
Registration Number:	2965088	LICKETY SIP
Registration Number:	2994526	MY SNOW CONE STAND
Registration Number:	2636235	NUTRI SOURCE
Registration Number:	2656368	PEEL-AWAY
Registration Number:	3131233	SMOOTHIE BLAST
Registration Number:	2795803	SMOOTHIE CHARGERS
Registration Number:	3096579	SMOOTHIE CHILL
Registration Number:	3146868	SMOOTHIE CLASSIC
Registration Number:	2722838	SMOOTHIE DIET
Registration Number:	2972567	SMOOTHIE ELITE
Registration Number:	2809728	SMOOTHIE ELITE
Serial Number:	78606391	SMOOTHIE FREEZE
Registration Number:	2966721	SMOOTHIE PLUS 600
Registration Number:	2985179	SMOOTHIE PLUS 700
Registration Number:	2787418	SMOOTHIE POPS
Registration Number:	3209680	SMOOTHIE SIGNATURE
Registration Number:	2803283	SMOOTHILICIOUS
Registration Number:	2784881	SMOOTHILICIOUS
Registration Number:	3091071	SNOW SHREDDER
Registration Number:	3121525	SNOW SHREDDER
Registration Number:	3218943	SOHO
Registration Number:	3216549	SOHO
Serial Number:	78866703	SOHO
Serial Number:	78866691	STUDIO SERIES
Serial Number:	78866695	STUDIO SERIES
Serial Number:	78866701	THE MIX
Serial Number:	77047862	CHEFSCAPE
Registration Number:	2943003	SMOOTHIE JR.

CORRESPONDENCE DATA

Fax Number: (312)876-7934

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

Phone: 312-876-3192  
Email: pmcbride@sonnenschein.com  
Correspondent Name: Peggy L. McBride  
Address Line 1: 8000 Sears Tower  
Address Line 2: Sonnenschein Nath & Rosenthal LLP  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	09801880-0014
NAME OF SUBMITTER:	Peggy L. McBride
Signature:	/Peggy L. McBride/
Date:	05/03/2007

**Total Attachments: 9**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 17, 2007, by BACK TO BASICS PRODUCTS, LLC, an Illinois limited liability company (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the benefit of the hereinafter defined Lenders (in such capacity, the "Administrative Agent").

### RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions as Lenders (the "Lenders") and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Joinder to Guaranty and Collateral Agreement pursuant to which Grantor became a party to that certain Amended and Restated Guaranty and Collateral Agreement dated as of October 6, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all Guarantor Obligations (as defined in the Guaranty and Collateral Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement and Guaranty and Collateral Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any

trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

(4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

(6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

**[signature page follows]**

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**BACK TO BASICS PRODUCTS, LLC**

By: Focus Products Group, LLC

Its: Sole Manager

By: 

Name: Jeffrey A. Wellek

Title: Executive Vice President

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_

Name: Jeffery Michalczyk

Title: First Vice President

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

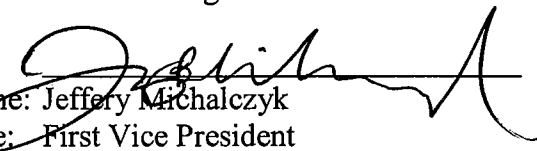
**BACK TO BASICS PRODUCTS, LLC**

By: Focus Products Group, LLC  
Its: Sole Manager

By: \_\_\_\_\_  
Name: Jeffrey A. Wellek  
Title: Executive Vice President

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Jeffrey Michalczyk  
Title: First Vice President

STATE OF ILLINOIS        )  
                  LAKE        ) ss  
COUNTY OF COOK        )

On this 19 day of APRIL, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the sole Manager of Back to Basics Products, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Mary Jane C. Permann  
Notary Public





STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK Lake )

On this 19<sup>th</sup> day of April, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of LaSalle Bank National Association, and which executed the above instrument; and that she signed her name thereto by authority of the board of directors or similar governing of said entity.

  
\_\_\_\_\_  
Notary Public



SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks**

**Corporate Name**

Back to Basics Products, LLC

**United States Trademark Applications**

<b>MARK</b>	<b>SERIAL / REG. NO.</b>	<b>FILING / REG. DATE</b>
BACK TO BASICS	2,870,826	08/10/04
BACK TO BASICS	3,112,667	07/04/06
BACK TO BASICS	3,184,176	12/12/06
BACK TO BASICS CHOICE	78/943,369	08/02/06
BACK TO BASICS CHOICE	78/943,374	08/02/06
BACK TO BASICS CHOICE & DESIGN	78/965,781	09/01/06
BACK TO BASICS CHOICE & DESIGN	78/965,777	09/01/06
BACK TO THINGS THAT WORK	2,925,312	02/08/05
BETTER THAN A BLENDER	2,923,331	02/01/05
BLENDER SOLUTION	3,137,196	08/29/06
CHEFSCAPE	77/047,862	11/20/06
CHEFSCAPE	77/047,863	11/20/06

<b>MARK</b>	<b>SERIAL / REG. NO.</b>	<b>FILING / REG. DATE</b>
COCOA-LATTE	2,973,685	07/19/05
COFFEE SOLUTION	3,202,937	01/23/07
EGG & MUFFIN TOASTER	3,214,230	02/27/07
HAWAIIICE	2,654,229	11/26/02
ICE MASTER	78/866,700	04/21/06
LICKETY SIP	2,965,088	07/05/05
MY SNOW CONE STAND	2,994,526	09/13/05
NUTRI SOURCE	2,636,235	10/15/02
PEEL-AWAY	2,656,368	12/03/02
SMOOTHIE BLAST	3,131,233	08/15/06
SMOOTHIE CHARGERS	2,795,803	12/16/03
SMOOTHIE CHILL	3,096,579	05/23/06
SMOOTHIE CLASSIC	3,146,868	09/19/06
SMOOTHIE DIET	2,722,838	06/03/03
SMOOTHIE ELITE	2,972,567	07/19/05
SMOOTHIE ELITE	2,809,728	02/03/04

<b>MARK</b>	<b>SERIAL / REG. NO.</b>	<b>FILING / REG. DATE</b>
SMOOTHIE FREEZE	78/606,391	04/11/05
SMOOTHIE JR	2,943,003	04/19/05
SMOOTHIE PLUS 600	2,966,721	07/12/05
SMOOTHIE PLUS 700	2,985,179	08/16/05
SMOOTHIE POPS	2,787,418	11/25/03
SMOOTHIE SIGNATURE	3,209,680	02/13/07
SMOOTHILICIOUS	2,803,283	01/06/04
SMOOTHILICIOUS	2,784,881	11/18/03
SNOW SHREDDER	3,091,071	05/09/06
SNOW SHREDDER	3,121,525	07/25/06
SOHO	3,218,943	03/13/07
SOHO	3,216,549	03/06/07
SOHO	78/866,703	04/21/06
STUDIO SERIES	78/866,691	04/21/06
STUDIO SERIES	78/866,695	04/21/06
THE MIX	78/866,701	04/21/06

**Trademark Licenses**