

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
Humanetics Corporation		04/30/2007	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Curtis A Sampson
Street Address:	213 Main Street
City:	Hector
State/Country:	MINNESOTA
Postal Code:	55342
Entity Type:	INDIVIDUAL: UNITED STATES

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)939-5617
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-456-3413
 Email: cas@defrees.com
 Correspondent Name: Charles A. Semmelhack
 Address Line 1: 200 South Michigan Avenue, #1100
 Address Line 4: Chicago, ILLINOIS 60604

OP \$190.00 2476865

NAME OF SUBMITTER:	Curtis Sampson
Signature:	/Curtis Sampson/
Date:	06/19/2007
Total Attachments: 6 source=SCAN7164_000#page1.tif source=SCAN7164_000#page2.tif source=SCAN7164_000#page3.tif source=SCAN7164_000#page4.tif source=SCAN7164_000#page5.tif source=SCAN7164_000#page6.tif	

This Trademark Security Agreement and all indebtedness and other obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (the "Subordination Agreement") dated as of April 30, 2007 among, Humanetics Corporation, a Minnesota corporation, and certain of its subsidiaries, the Subordinated Creditors (as such term is defined therein) parties thereto and Hilco Financial LLC, a Delaware limited liability company, to the Senior Indebtedness (as such term is defined in the Subordination Agreement); and each holder from time to time of any such indebtedness or other obligations, by such holder's acceptance hereof, shall be bound by all of the terms and provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 30, 2007, made by HUMANETICS CORPORATION, a Minnesota corporation ("Grantor"), in favor of CURTIS A. SAMPSON, an individual with a residence on the date hereof in the State of Minnesota ("Sampson" or "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 dated March 12, 2007 (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 HILCO FINANCIAL, LLC, a Delaware limited liability company (together with its successors and assigns, "Senior Lender"), Senior 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, Senior Lender required, as a condition, among other things, to the execution and delivery of the Credit Agreement by Senior Lender, that Sampson execute and deliver to Senior Lender the Limited Recourse Guaranty, dated March 12, 2007, by Sampson in favor of Senior Lender (the "Sampson Collateral Letter of Credit Guaranty"), and Sampson executed and delivered the same to Senior Lender;

WHEREAS, Grantor and Sampson have entered into the Loan Guarantor Agreement dated as of March 9, 2007 (the "Sampson Loan Guarantor Agreement"), pursuant to which Grantor has agreed, *inter alia*, to reimburse and indemnify Sampson for costs and liabilities related to his obligations under the Sampson Collateral Letter of Credit Guaranty;

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 execution and delivery of the Sampson Collateral Letter of Credit Guaranty, that Grantor execute and deliver this Agreement in favor of Lender;

WHEREAS, simultaneously with the execution of this Agreement, Lender and others are executing and delivering in favor of Senior Lender a Subordination Agreement (the "Subordination Agreement") pursuant to which, among other things, they are subordinating in right and interest their rights and obligations in and to the "Collateral" (as defined in the Security Agreement) to the rights and interests of Senior Lender therein;

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;

provided, however, that notwithstanding the foregoing to the contrary, or the provisions of the UCC, any other law or the terms of any of the Security Agreement or otherwise, said security

interest is expressly subject and subordinate in all respects to the prior security interest of Senior Lender, as more fully described in the Subordination Agreement.

Further, 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: Donald J. Zenke
Name: Donald J. Zenke
Title: President & CEO

ACCEPTED AND AGREED TO AS OF
APRIL 30, 2007

Curtis A. Sampson
CURTIS A. SAMPSON

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF APRIL 30, 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 TRADEMARKS AND SERVICE
MARK APPLICATIONS**

NONE

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

1. The Grantor (Humanetics Corporation) through its 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 its offices.
2. Trademark License Agreement AdvantRx Corporation 11-20-2002