

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NATURE'S BEST		01/26/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Secured Party		
<b>Street Address:</b>	55 South Lake Avenue		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	National Association (Bank):		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75548998	NATURE'S CUISINE	
<b>Serial Number:</b>	74099456	HEALTHBEST	
<b>Serial Number:</b>	74099455	HEALTH BEST	
<b>Serial Number:</b>	75609709	SOY POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)373-8839		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704-373-8065		
<b>Email:</b>	rlucas@mcguirewoods.com		
<b>Correspondent Name:</b>	Gina M. Lucas		
<b>Address Line 1:</b>	100 N. Tryon St., Suite 2900		
<b>Address Line 2:</b>	c/o McGuireWoods LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Gina M. Lucas		

CH \$115.00 75548998

Signature:

gina/m/lucas

Date:

08/13/2007

Total Attachments: 4

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AMENDED AND RESTATED  
TRADEMARK AND TRADE NAME SECURITY AGREEMENT

WHEREAS, NATURE'S BEST, a California corporation, with its chief executive office at 105 South Puente Street, Brea, California 92821 (hereinafter referred to as the "**Debtor**"), has acquired, adopted and used, and is using, the trademarks and/or trade names listed in Exhibit "A" attached hereto and made a part hereof, which, as indicated in Exhibit "A", are registered in the United States Patent and Trademark Office; and

WHEREAS, the Debtor and BANK OF AMERICA, N.A., as Agent, having an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101 (herein referred to as the "**Secured Party**") were parties to that certain Credit Agreement dated as of May 30, 2001 (as such agreement has been amended, restated or otherwise modified, the "**Existing Credit Agreement**"). Pursuant to the Existing Credit Agreement, the Debtor executed a Security Agreement dated as of May 30, 2001 (the "**Existing Security Agreement**"), and a Trademark and Trade Name Security Agreement dated as of May 30, 2001 (the "**Existing Trademark Security Agreement**").

WHEREAS, the Debtor and the Secured Party have entered into an, of even date herewith, by which the Secured Party has acquired security interests in said trademarks and trade names and the applications or registrations thereof;

WHEREAS, as of the date hereof the Debtor and the Secured Party are entering into an Amended and Restated Loan and Security Agreement (herein referred to as the "**Loan Agreement**"), which amends and restates the Existing Credit Agreement and Existing Security Agreement in their entirety, and which provides for Loans by the Secured Party to the Debtor on the terms and conditions prescribed therein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does hereby grant, transfer, assign and convey a security interest to the Secured Party in all rights, titles and interests in and to the said trademarks and trade names, together with the goodwill of the business symbolized by the trademarks and trade names, and in the registrations or applications for registration thereof.

The Debtor further covenants and warrants to the Secured Party:

- (a) that the Debtor is the sole and exclusive owner of the trademarks and trade names and all rights comprised in the trademarks and trade names, subject to limitations imposed by law, and has the full authority to make this assignment;
- (b) that the trademarks and trade names have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrances;
- (c) that to the Debtor's knowledge the validity of the trademarks and trade names has never been questioned;

(d) that the Debtor has not entered into any contract or made any commitment that will or may impair the Secured Party's rights hereunder; and

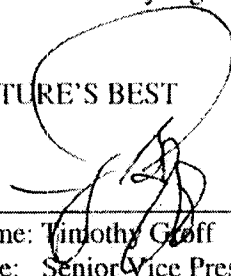
(e) that the trademarks and trade names and all rights comprised in the trademarks and trade names shall not be licensed or assigned in any manner without prior permission from the Secured Party.

THIS AMENDED AND RESTATED TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT LOS ANGELES, CALIFORNIA, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

The Debtor hereby notifies and confirms the Liens granted by it under the Existing Security Agreement and the Existing Trademark Security Agreement to the Agent and agrees that such Liens are valid and enforceable and continue in full force and effect free of defense, counterclaim or offset. This Agreement constitutes an amendment and restatement of the Existing Trademark Security Agreement in its entirety. From and after the date hereof, all Liens arising under the Existing Trademark Security Agreement are hereby deemed to be renewed and continued (and not extinguished, discharged, or satisfied), as security for the Obligations as defined in the Loan Agreement and hereafter shall be evidenced by an governed in accordance with this Agreement.

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Amended and Restated Trademark and Trade Name Security Agreement as of this 26<sup>th</sup> day of January, 2007.

NATURE'S BEST

By:   
Name: Timothy Coff  
Title: Senior Vice President-Finance and Secretary

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name: Stephen J. King  
Title: Senior Vice President

(d) that the Debtor has not entered into any contract or made any commitment that will or may impair the Secured Party's rights hereunder; and

(e) that the trademarks and trade names and all rights comprised in the trademarks and trade names shall not be licensed or assigned in any manner without prior permission from the Secured Party.

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IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Amended and Restated Trademark and Trade Name Security Agreement as of this 26th day of January, 2007.

NATURE'S BEST

By: \_\_\_\_\_  
Name: Timothy Groff  
Title: Senior Vice President-Finance and Secretary

BANK OF AMERICA, N.A.


By:  \_\_\_\_\_  
Name: Stephen J. King  
Title: Senior Vice President

Exhibit "A"

Trademarks

U.S. Trademarks		
<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
Nature's Cuisine	75/548,998 2,367,622	9/08/98
Health's Best	74/099,456 1,671,265	9/24/90
Healthbest	74/099,455 1,676,217	2/18/92
Soy Power	75/609,709	12/21/98
Natures Best (Plus Design)	California State Reg.#: 48135	7/30/70