

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NCP-ATK Holdings, Inc.		09/14/2007	CORPORATION: DELAWARE
Atkins Nutritionals, Inc.		09/14/2007	CORPORATION: NEW YORK
Atkins Nutritionals Holdings, Inc.		09/14/2007	CORPORATION: DELAWARE
Atkins Nutritionals Holdings II, Inc.		09/14/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Ableco Finance LLC, as Collateral Agent
<b>Street Address:</b>	299 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Serial Number:	76504608	A ATKINS ADVANTAGE
Serial Number:	75440323	A BASIC #3
Serial Number:	78933895	ADVANTAGE
Serial Number:	77198679	ADVANTAGE COFFEE BREAK
Serial Number:	76225468	ATKINS
Serial Number:	76225469	ATKINS
Serial Number:	76225470	ATKINS
Serial Number:	76225472	A ATKINS
Serial Number:	78620112	ATKINS ADVANTAGE
Serial Number:	76514900	ATKINS AM CLEANSE
Serial Number:	77188650	ATKINS COFFEE BREAK
Serial Number:	75439907	ATKINS DIET

OP \$715.00 76504608

Serial Number:	75440375	ATKINS DIET ADVANTAGE BAR
Serial Number:	76225473	ATKINS DIRECT
Serial Number:	76225471	A ATKINS ENDULGE
Serial Number:	78620073	ATKINS ENDULGE
Serial Number:	77159153	ATKINS FOR LIFE
Serial Number:	78408076	ATKINS MORNING START
Serial Number:	78408508	ATKINS MORNING START
Serial Number:	76563972	A ATKINS QUICK QUISINE
Serial Number:	76515951	BASIC #3
Serial Number:	75440322	DR. ATKINS
Serial Number:	78509748	NET ATKINS COUNT
Serial Number:	76504621	NET CARBS G
Serial Number:	78509724	NET COUNT
Serial Number:	78920703	SIMPLY GOOD
Serial Number:	76504350	THE ORIGINAL LOW CARB LIFESTYLE
Serial Number:	78920690	TRAILBLAZER

#### CORRESPONDENCE DATA

Fax Number: (213)996-3339  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2136836339  
 Email: claudiaimmerzeel@paulhastings.com  
 Correspondent Name: Paul Hastings Janofsky & Walker LLP  
 Address Line 1: 515 South Flower Street, 25th Floor  
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45140.00195
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	09/17/2007

Total Attachments: 16  
 source=AtkinsTSA#page1.tif  
 source=AtkinsTSA#page2.tif  
 source=AtkinsTSA#page3.tif  
 source=AtkinsTSA#page4.tif  
 source=AtkinsTSA#page5.tif  
 source=AtkinsTSA#page6.tif  
 source=AtkinsTSA#page7.tif  
 source=AtkinsTSA#page8.tif

source=AtkinsTSA#page9.tif  
source=AtkinsTSA#page10.tif  
source=AtkinsTSA#page11.tif  
source=AtkinsTSA#page12.tif  
source=AtkinsTSA#page13.tif  
source=AtkinsTSA#page14.tif  
source=AtkinsTSA#page15.tif  
source=AtkinsTSA#page16.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14<sup>th</sup> day of September 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors, and assigns, if any, in such capacity, "Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of September 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement") among NCP-ATK HOLDINGS, INC., a Delaware corporation (the "Parent"), ATKINS NUTRITIONALS INC., a New York corporation ("Borrower"), each Subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (such Subsidiaries, together with the Parent, each a "Guarantor" and individually and collectively and jointly and severally, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and Ableco, as administrative agent for the Lenders (together with its successors and assigns, if any, in such capacity, "Administrative Agent"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Without limiting the generality of any provision of any Loan Document granting any Lien to Collateral Agent, each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill with respect to the foregoing;

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

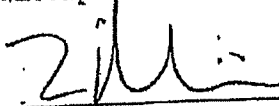
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

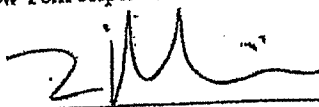
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

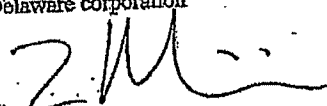
**NCP-ATK HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**ATKENS NUTRITIONALS, INC.,**  
a New York corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATKENS NUTRITIONALS HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATKENS NUTRITIONALS HOLDINGS II, INC.,**  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**COLLATERAL AGENT:**

**ABLECO FINANCE LLC, as Collateral Agent .**

By: 

Name: Kevin Genda

Title: Vice Chairman

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

COUNTRY NAME	MARK	FILING DATE	SERIAL NO.	STATUS	CLASS CODE
	DR. ATKINS	7-Nov-77	39629	Registered	31
	DR. ATKINS	7-Nov-77	39629	Registered	32
	DR. ATKINS	7-Nov-77	39629	Registered	5
Brazil	ATKINS	30-Aug-04	826870104	Pending	30
Canada	ATKINS	26-Jul-02	1,148,111	Pending	29
	ATKINS	26-Jul-02	1,148,111	Pending	30
	ATKINS	26-Jul-02	1,148,111	Pending	5
	ATKINS A Logo (w/design)	26-Jul-02	1,148,113	Pending	29
	ATKINS A Logo (w/design)	26-Jul-02	1,148,113	Pending	30
	ATKINS A Logo (w/design)	26-Jul-02	1,148,113	Pending	5
	ATKINS ADVANTAGE	26-Jul-02	1,148,110	Pending	30
	ATKINS ADVANTAGE	26-Jul-02	1,148,110	Pending	5
	ATKINS ENDULGE	20-May-03	1,178,463	Pending	30
	ATKINS ENDULGE (w/design)	26-Jul-02	1,148,112	Pending	30
	ATKINS NET COUNT (w/design)	20-May-03	1,178,457	Pending	29
	ATKINS NET COUNT (w/design)	20-May-03	1,178,457	Pending	30
	ATKINS NET COUNT (w/design)	20-May-03	1,178,457	Pending	35
	ATKINS NET COUNT (w/design)	20-May-03	1,178,457	Pending	39



COUNTRY NAME	MARK	FILING DATE	SERIAL NO.	STATUS	GLASS CODE
	ATKINS NET COUNT (w/design)	20-May-03	1,178,457	Pending	5
	<u>SIMPLY GOOD</u>	2-Jan-07	1,329,985	Pending	29
	<u>SIMPLY GOOD</u>	2-Jan-07	1,329,985	Pending	30
	<u>THE ORIGINAL CONTROLLED CARB LIFESTYLE</u>	6-Apr-04	1,212,318	Pending	16
	<u>THE ORIGINAL CONTROLLED CARB LIFESTYLE</u>	6-Apr-04	1,212,318	Pending	29
	<u>THE ORIGINAL CONTROLLED CARB LIFESTYLE</u>	6-Apr-04	1,212,318	Pending	30
	<u>THE ORIGINAL CONTROLLED CARB LIFESTYLE</u>	6-Apr-04	1,212,318	Pending	35
	<u>THE ORIGINAL CONTROLLED CARB LIFESTYLE</u>	6-Apr-04	1,212,318	Pending	39
	<u>THE ORIGINAL CONTROLLED CARB LIFESTYLE</u>	6-Apr-04	1,212,318	Pending	5
	<u>THE ORIGINAL LOW CARB LIFESTYLE</u>	20-May-03	1,178,461	Pending	29
	<u>THE ORIGINAL LOW CARB LIFESTYLE</u>	20-May-03	1,178,461	Pending	30
	<u>THE ORIGINAL LOW CARB LIFESTYLE</u>	20-May-03	1,178,461	Pending	35
	<u>THE ORIGINAL LOW CARB LIFESTYLE</u>	20-May-03	1,178,461	Pending	39

#929715 v3 \17370 \022

COUNTRY NAME	MARK	FILING DATE	SERIAL NO.	STATUS	CLASS CODE
	THE ORIGINAL LOW CARB LIFESTYLE	20-May-03	1,178,461	Pending	5
Chile	ATKINS		644.745	Registered	16
	ATKINS		644.745	Registered	30
	ATKINS		644.745	Registered	31
	ATKINS		644.745	Registered	5
	ATKINS	23-Jul-04	654.33	Registered	16
	ATKINS	23-Jul-04	654.33	Registered	30
	ATKINS	23-Jul-04	654.33	Registered	31
	ATKINS	23-Jul-04	654.33	Registered	5
China	ATKINS	18-Jun-07		Pending	29
	ATKINS	18-Jun-07		Pending	30
Denmark	ATKINS	17-Jun-04	VA-2004 02378	Registered	29
	ATKINS	17-Jun-04	VA-2004 02378	Registered	30
	ATKINS	17-Jun-04	VA-2004 02378	Registered	5
Ecuador	ATKINS	19-Oct-04	149879	Abandoned	30
El Salvador	ATKINS	16-Jul-04	20040053564	Registered	30
European Community (OHIM)	ATKINS	4-Jul-03	3245271	Registered	29

COUNTRY NAME	MARK	FILING DATE	SERIAL NO.	STATUS	CLASS CODE
	ATKINS	4-Jul-03	3245271	Registered	30
	ATKINS	4-Jul-03	3245271	Registered	5
	ATKINS (w/design)	4-Jul-03	3245362	Registered	29
	ATKINS (w/design)	4-Jul-03	3245362	Registered	30
	ATKINS (w/design)	4-Jul-03	3245362	Registered	5
	ATKINS ADVANTAGE	4-Jul-03	3245339	Registered	30
	ATKINS ADVANTAGE	4-Jul-03	3245339	Registered	5
	ATKINS ADVANTAGE (w/design)	4-Jul-03	3245404	Registered	30
	ATKINS ADVANTAGE (w/design)	4-Jul-03	3245404	Registered	5
	ATKINS CRUNCHERS	4-Jul-03	3245371	Registered	29
	ATKINS ENDULGE	4-Jul-03	3245313	Registered	30
	ATKINS ENDULGE (w/design)	4-Jul-03	3245396	Registered	30
	ATKINS NUTRITIONAL APPROACH	4-Jul-03	3245354	Registered	29
	ATKINS NUTRITIONAL APPROACH	4-Jul-03	3245354	Registered	30
	ATKINS NUTRITIONAL APPROACH	4-Jul-03	3245354	Registered	5
	ATKINS QUICK QUISINE	4-Jul-03	3245388	Registered	30
	MORNING SHINE	24-Oct-03	3413184	Registered	29
	MORNING SHINE	24-Oct-03	3413184	Registered	30

COUNTRY NAME	MARK	FILING DATE	SERIAL NO.	STATUS	CLASS CODE
	MORNING SHINE	24-Oct-03	3413184	Registered	5
Germany	DR. ATKINS	1-Nov-77	A29747	Registered	16
Guatemala	ATKINS	23-Jun-04	M-4650-2004	Registered	30
Honduras	ATKINS	22-Jun-04	10934/2004	Abandoned	30
Hong Kong	ATKINS	6-Aug-04	300263880	Registered	30
Israel	ATKINS	17-Jun-04	172907	Registered	30
Japan	ATKINS	22-Jun-04	57570/2004	Pending	16
	ATKINS	22-Jun-04	57570/2004	Pending	29
	ATKINS	22-Jun-04	57570/2004	Pending	30
	ATKINS	22-Jun-04	57570/2004	Pending	5
Jordan	ATKINS	23-Aug-04		Registered	30
Mexico	ATKINS	6-Jul-04	665146	Registered	16
	ATKINS	6-Jul-04	665148	Registered	29
	ATKINS	8-Nov-05	749383	Registered	5
	ATKINS	8-Nov-05	749429	Pending	30
	ATKINS A Logo (w/design)	6-Jul-04	665149	Registered	29
	ATKINS ADVANTAGE	8-Nov-05	749384	Registered	29
	ATKINS ADVANTAGE	8-Nov-05	749385	Registered	30

COUNTRY NAME	MARK	FILING DATE	SERIAL NO.	STATUS	CLASS CODE
New Zealand	ATKINS	19-Mar-04	709855	Registered	16
	ATKINS	19-Mar-04	709855	Registered	29
	ATKINS	19-Mar-04	709855	Registered	30
	ATKINS	19-Mar-04	709855	Registered	41
	ATKINS	19-Mar-04	709855	Registered	42
	ATKINS	19-Mar-04	709855	Registered	44
	ATKINS	19-Mar-04	709855	Registered	5
	ATKINS A LOGO (w/design)	22-Mar-04	709907	Registered	16
	ATKINS A LOGO (w/design)	22-Mar-04	709907	Registered	29
	ATKINS A LOGO (w/design)	22-Mar-04	709907	Registered	30
	ATKINS A LOGO (w/design)	22-Mar-04	709907	Registered	41
	ATKINS A LOGO (w/design)	22-Mar-04	709907	Registered	42
	ATKINS A LOGO (w/design)	22-Mar-04	709907	Registered	44
	ATKINS A LOGO (w/design)	22-Mar-04	709907	Registered	5
	ATKINS ADVANTAGE	22-Mar-04	709900	Registered	30
	ATKINS ADVANTAGE (w/design)	22-Mar-04	709908	Registered	30
	ATKINS CARB COUNT (w/design)	9-Jun-04	713629	Registered	29
	ATKINS CARB COUNT (w/design)	9-Jun-04	713629	Registered	30

COUNTRY NAME	MARK	FILING DATE	SERIAL NO.	STATUS	CLASS CODE
	ATKINS CARB COUNT (w/design)	9-Jun-04	713629	Registered	5
	ATKINS CORE 4	22-Mar-04	709922	Registered	5
	ATKINS CRUNCHERS	22-Mar-04	709914	Registered	29
	ATKINS ENDULGE	22-Mar-04	709915	Registered	30
	ATKINS ENDULGE (w/design)	22-Mar-04	709916	Registered	30
	ATKINS MORNING SHINE	5-Apr-04	710652	Registered	29
	ATKINS MORNING SHINE	5-Apr-04	710652	Registered	30
	ATKINS MORNING SHINE	5-Apr-04	710652	Registered	32
	ATKINS MORNING SHINE	5-Apr-04	710652	Registered	5
	ATKINS NUTRITIONAL APPROACH	22-Mar-04	709917	Registered	29
	ATKINS NUTRITIONAL APPROACH	22-Mar-04	709917	Registered	30
	ATKINS NUTRITIONAL APPROACH	22-Mar-04	709917	Registered	5
	ATKINS QUICK QUISINE	22-Mar-04	709918	Registered	30
	MORNING SHINE (w/design)	15-Jul-04	715308	Registered	29
	MORNING SHINE (w/design)	15-Jul-04	715308	Registered	30
	MORNING SHINE (w/design)	15-Jul-04	715308	Registered	32
	MORNING SHINE (w/design)	15-Jul-04	715308	Registered	5

COUNTRY NAME	MARK	FILING DATE	SERIAL NO.	STATUS	CLASS CODE
	<u>THE ORIGINAL LOW CARB LIFESTYLE</u>	22-Mar-04	709920	Registered	29
	<u>THE ORIGINAL LOW CARB LIFESTYLE</u>	22-Mar-04	709920	Registered	30
	<u>THE ORIGINAL LOW CARB LIFESTYLE</u>	22-Mar-04	709920	Registered	35
	<u>THE ORIGINAL LOW CARB LIFESTYLE</u>	22-Mar-04	709920	Registered	39
	<u>THE ORIGINAL LOW CARB LIFESTYLE</u>	22-Mar-04	709920	Registered	5
Norway	<u>ATKINS</u>	8-Aug-04	2004-08426	Registered	16
	<u>ATKINS</u>	8-Aug-04	2004-08426	Registered	29
	<u>ATKINS</u>	8-Aug-04	2004-08426	Registered	30
	<u>ATKINS</u>	8-Aug-04	2004-08426	Registered	5
Peru	<u>ATKINS</u>	25-Jun-04	213758	Registered	30
Switzerland	<u>DR ATKINS</u>			Registered	
United Kingdom	<u>CRUNCHUMS</u>	15-Jul-04	2368289	Registered	29
	<u>CRUNCHUMS</u>	15-Jul-04	2368289	Registered	30
United States of America	<u>A ATKINS ADVANTAGE (w/design)</u>	8-Apr-03	76/504,608	Registered	29

COUNTRY NAME	MARK	FILING DATE	SERIAL NO.	STATUS	CLASS CODE
	A ATKINS ADVANTAGE (w/design)	8-Apr-03	76/504,608	Registered	30
	A BASIC #3 (w/design)	25-Feb-98	75/440,323	Registered	5
	ADVANTAGE	20-Jul-06	78/933,895	Pending	29
	ADVANTAGE	20-Jul-06	78/933,895	Pending	30
	ADVANTAGE COFFEE BREAK	6-Jun-07	77/198,679	Pending	30
	ATKINS	16-Mar-01	76/225,468	Registered	5
	ATKINS	16-Mar-01	76/225,469	Registered	29
	ATKINS	16-Mar-01	76/225,470	Registered	30
	ATKINS A LOGO (w/design)	16-Mar-01	76/225,472	Registered	29
	ATKINS A LOGO (w/design)	16-Mar-01	76/225,472	Registered	30
	ATKINS A LOGO (w/design)	16-Mar-01	76/225,472	Registered	5
	ATKINS ADVANTAGE	29-Apr-05	78/620,112	Registered	29
	ATKINS ADVANTAGE	29-Apr-05	78/620,112	Registered	30
	ATKINS AM CLEANSE	16-May-03	76/514,900	Registered	5
	ATKINS COFFEE BREAK	23-May-07	77/188,650	Pending	30
	ATKINS DIET	25-Feb-98	75/439,907	Registered	29
	ATKINS DIET	25-Feb-98	75/439,907	Registered	30
	ATKINS DIET	25-Feb-98	75/439,907	Registered	5



COUNTRY NAME	MARK	FILING DATE	SERIAL NO.	STATUS	CLASS CODE
	ATKINS DIET ADVANTAGE BAR	25-Feb-98	75/440,375	Registered	30
	ATKINS DIET ADVANTAGE BAR	25-Feb-98	75/440,375	Registered	5
	ATKINS DIRECT	16-Mar-01	76/225,473	Registered	35
	ATKINS ENDULGE	16-Mar-01	76/225,471	Registered	30
	ATKINS ENDULGE	29-Apr-05	78/620,073	Registered	30
	ATKINS FOR LIFE	18-Apr-07	77/159,153	Pending	29
	ATKINS MORNING START	26-Apr-04	78/408,076	Pending	29
	ATKINS MORNING START	26-Apr-04	78/408,076	Pending	30
	ATKINS MORNING START	26-Apr-04	78/408,076	Pending	5
	ATKINS MORNING START W/ DESIGN	27-Apr-04	78/408,508	Pending	29
	ATKINS MORNING START W/ DESIGN	27-Apr-04	78/408,508	Pending	30
	ATKINS MORNING START W/ DESIGN	27-Apr-04	78/408,508	Pending	5
	ATKINS QUICK CUISINE (w/design)	8-Dec-03	76/563,972	Registered	30
	BASIC #3	21-May-03	76/515,951	Registered	5
	DR. ATKINS	25-Feb-98	75/440,322	Registered	5
	MORNING START (w/design)	27-Apr-04	78/408,508	Pending	29
	MORNING START (w/design)	27-Apr-04	78/408,508	Pending	30
	MORNING START (w/design)	27-Apr-04	78/408,508	Pending	5

TRADEMARK  
REEL: 003622 FRAME: 0637

COUNTRY NAME	MARK	FILING DATE	SERIAL NO.	STATUS	CLASS CODE
	<u>Net Atkins Count</u>	2-Nov-04	78/509,748	Pending	29
	<u>NET CARBS G (w/design)</u>	8-Apr-03	76/504,621	Registered	5
	<u>NET CARBS G (w/design)</u>	8-Apr-03	76/504,621	Registered	29
	<u>NET CARBS G (w/design)</u>	8-Apr-03	76/504,621	Registered	30
	<u>Net Count</u>	2-Nov-04	78/509,724	Pending	29
	<u>SIMPLY GOOD</u>	30-Jun-06	78/920,703	Pending	29
	<u>SIMPLY GOOD</u>	30-Jun-06	78/920,703	Pending	30
	<u>THE ORIGINAL LOW CARB LIFESTYLE</u>	8-Apr-03	76/504,350	Registered	5
	<u>THE ORIGINAL LOW CARB LIFESTYLE</u>	8-Apr-03	76/504,350	Registered	29
	<u>THE ORIGINAL LOW CARB LIFESTYLE</u>	8-Apr-03	76/504,350	Registered	30
	<u>TRAILBLAZER</u>	30-Jun-06	78/920,690	Allowed	29
	<u>TRAILBLAZER</u>	30-Jun-06	78/920,690	Allowed	30
Uruguay	<u>ATKINS</u>	30-Jun-04	355.612	Registered	30

Trademark Licenses

- (1) License and Trademark Agreement, dated February 15, 2001, between Atkins Nutritionals, Inc. ("ANI") and Robert C. Atkins, M.D.
- (2) License Agreement, dated August 19, 2003, between ANI and Atkins International Ltd, as amended June 17, 2005

(3) License Agreement, dated October 13, 2003, between Atkins International Ltd. and Atkins Nutritionals (United Kingdom) Limited

#929715 v3 \17370 \022