

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nellson Nutraceutical, LLC		10/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	401 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1259064	INCREDIA-MEAL	
Registration Number:	1754830	INCREDIA-MEAL AMERICA'S ORIGINAL FOOD BAR	
Registration Number:	1827088	THE KIDS NUTRITION BAR	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6179518075		
Email:	shannon.mcguire@bingham.com		
Correspondent Name:	Shannon L. McGuire		
Address Line 1:	150 Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Shannon L. McGuire		
Signature:	/SLMcGuire/		

OP \$90.00 1259064

900088549

TRADEMARK
REEL: 003633 FRAME: 0770

Date:

10/04/2007

Total Attachments: 6

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2007, by NELLSON NUTRACEUTICAL, LLC ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the direct and indirect benefit of the Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (collectively, the "Trademark Collateral");

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

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

[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.

NELSON NUTRACEUTICAL, LLC

By: 

Name: Ted A. Schouten


Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003633 FRAME: 0774

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Michael Lusthader
Title: Duly Authorized Signatory

[Acknowledgement to Trademark Security Agreement]

A/72213268

TRADEMARK
REEL: 003633 FRAME: 0775

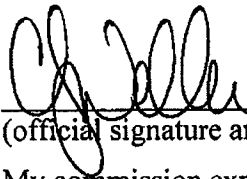
ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

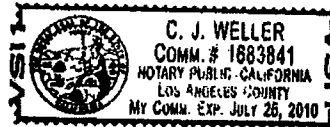
ss.

On this 2ND day of October, 2007 before me personally appeared Ted A. Schouten, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Nellson Nutraceutical, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



(official signature and seal of notary)

My commission expires:



10/02/07

[Acknowledgement to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

US Trademark Registrations

Owner of Record	Trademark Registration No.	Registration Date	Mark
Nellson Nutraceutical, LLC	1,259,064	November 29,1983	INCRED-A-MEAL (Stylized)
Nellson Nutraceutical, LLC	1,754,830	March 2, 1993	INCRED-A-MEAL AMERICA'S ORIGINAL FOOD BAR (and Design)
Nellson Nutraceutical, LLC	1,827,088	March 15, 1994	THE KIDS NUTRITION BAR

Foreign Trademark Registration

Owner of Record	Trademark Registration No.	Registration Date	Mark
Nellson Nutraceutical, LLC	Canadian Reg. No. TMA0611363	May 28, 2004	BARIATRIX and Design