

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
Xyience Incorporated		10/04/2007	CORPORATION: NEVADA

RECEIVING PARTY DATA	
Name:	Zyen, LLC
Street Address:	2960 West Sahara Avenue
Internal Address:	Suite 200
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89102
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	78855966	18 DUMMY
Serial Number:	78855985	18 DUMMY
Serial Number:	78808527	GO DUMB
Serial Number:	78808530	GO DUMB
Serial Number:	78802575	X5 HALO
Serial Number:	78747846	X-HYPHY
Serial Number:	78693885	XCFB
Serial Number:	78592843	XELERATE
Serial Number:	77094011	XENERGY
Serial Number:	77094025	XENERGY
Serial Number:	77185242	XENERGY
Serial Number:	78873870	XENERGY
Serial Number:	78978554	XENERGY

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Serial Number:	78693919	XFBAM
Serial Number:	78851777	XGAINER
Serial Number:	78747826	XHYPHY
Serial Number:	78851781	XMALT
Serial Number:	78851713	XMOTION
Serial Number:	78693907	XNGF
Serial Number:	78851735	XPROTEIN
Serial Number:	78851745	XRTD 30
Serial Number:	78693930	XSEX
Serial Number:	78747848	XSHOTZ
Serial Number:	78747820	XSTART
Serial Number:	78693937	XTEST
Serial Number:	78747851	XTKO
Serial Number:	78747853	XYDRATE
Serial Number:	76604146	XYIENCE
Serial Number:	76604145	XYIENCE EXTREME SCIENCE
Serial Number:	78747857	XYME
Serial Number:	78853955	XYNERGY
Serial Number:	78851765	XYTAMINS
Serial Number:	78693897	FEEL IT NOW
Serial Number:	76625957	NOX-CG3

CORRESPONDENCE DATA

Fax Number: (212)822-5423
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-530-5000
Email: jnici@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: One Chase Manhattan Plaza
Address Line 2: Rm. 4640
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	32069-00000
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	10/31/2007

Total Attachments: 24

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SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement"), dated as of October 4, 2007 is entered into by and between XYIENCE INCORPORATED, a Nevada corporation (the "Borrower"), and the Lender (as defined below).

RECITALS

A. The Borrower has entered into that certain Convertible Senior Secured Note, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note"), by the Borrower in favor of Zyen, LLC, as the lender (in such capacity, together with its successors and assigns, the "Lender"), pursuant to which the Lender has agreed to make certain loans to the Borrower in the amounts specified and on the terms and subject to the conditions set forth therein.

B. It is a condition precedent to the effectiveness of the Note that the parties hereto shall have executed and delivered this Agreement.

AGREEMENT

In consideration of the foregoing premises, and in order to induce the Lender to make the loans, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrower hereby agrees with Lender as follows:

Section 1. DEFINITIONS.

1.1 Defined Terms. Unless otherwise defined herein or unless the context otherwise requires, all capitalized terms used in this Agreement, including its preamble and recitals, have the same meaning provided in the Note, and if not defined therein, the Uniform Commercial Code, as the same from time to time shall be in effect in the State of New York (the "UCC"); provided, however, in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of the security interest in any Collateral (as defined below) is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions related to such provisions.

1.2 Unless otherwise provided herein, the rules of interpretation set forth in the Note shall apply to this Agreement.

Section 2. PLEDGE AND GRANT OF SECURITY INTEREST.

2.1 Granting Clause. To secure the timely payment and performance of the Obligations, the Borrower does hereby assign, grant and pledge to Lender a security interest in all right, title and interest of the Borrower, whether now owned or hereafter existing or acquired by the Borrower, in, to and under the following (collectively, the "Collateral"):

(a) all of the Borrower's Accounts, Chattel Paper, Deposit Accounts, Documents, Goods, Inventory, Equipment, Fixtures, Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, Money, General Intangibles and Fixtures (each as defined in the UCC);

(b) all Commercial Tort Claims (as defined in the UCC) set forth on Annex 2, or any Commercial Tort Claims arising out of, relating to or in connection with all or any part of the Inventory, Equipment or Documents of the Borrower;

(c) all of the Borrower's rights under and in patents, copyrights, trademarks, the goodwill thereof, trade names, trade secrets, licenses of any of the foregoing and any replacements, renewals or substitutions for any of the foregoing (collectively, "Intellectual Property");

(d) all other tangible and intangible personal property whatsoever of the Borrower; and

(e) the proceeds of all of the foregoing Collateral (as described in clauses (a) through (d)), including (i) all rights of the Borrower to receive moneys due and to become due under or pursuant to the Collateral; (ii) all rights of the Borrower to receive return of any premiums for or proceeds of any insurance, indemnity, warranty or guaranty with respect to the Collateral; (iii) all rights of the Borrower with respect to claims, rights, powers or privileges of the Borrower for damages arising out of or for breach of or default under the Collateral; and (iv) to the extent not included in the foregoing, all proceeds receivable or received when any and all of the foregoing Collateral is sold, collected, exchanged or otherwise disposed, whether voluntarily or involuntarily.

2.2 Defaults Under Material Contract. If a default by the Borrower under any of the Material Contracts to which it is a party shall occur and be continuing, and if such default could reasonably be expected to result in a Material Adverse Effect as determined by the Lender, then, upon ten (10) Business Days' notice to the Borrower (or, if the applicable Material Contract has a cure period of less than twenty (20) days with respect to defaults, then such ten (10) Business Days notice period shall be reduced to the number of days which is half of the number of days provided to cure any such default under such Material Contract), Lender shall, at its option, be permitted (but not obligated) to remedy any such default by giving written notice of such intent to the Borrower and to the parties to such Material Contract for which Lender intends to remedy the default. After giving such notice of its intent to cure such default and upon the commencement thereof, Lender will proceed to cure such default. Any cure by Lender of the Borrower's default under any of the Material Contracts shall not be construed as an assumption by Lender of any obligations, covenants or agreements of the Borrower under such Material Contract or any other Material Contract, and Lender shall not be liable to the Borrower or any other Person as a result of any actions undertaken by Lender in curing or attempting to cure any such default, except to the extent such actions result in losses to the Borrower that directly result from the gross negligence or willful misconduct of the Lender as determined in a non-appealable judgment by a court of competent jurisdiction. This Agreement shall not be deemed to release or to affect in any way the obligations of the Borrower under the relevant Material Contracts.

2.3 Intellectual Property. For the purpose of enabling Lender to exercise its rights, remedies, powers and privileges under Section 5 at that time or times as Lender is lawfully entitled to exercise those rights, remedies, powers and privileges, and for no other purpose, the Borrower hereby grants to Lender, to the extent assignable or licensable in a manner consistent with this Agreement and without payment of any royalty or compensation, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Borrower) to use, assign, license or sublicense any of the Intellectual Property of the Borrower, together with reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of those items.

2.4 Preservation of Security Interests. The Borrower shall:

(a) upon the acquisition after the date of this Agreement by the Borrower of any Certificated Securities, Instruments, Deposit Accounts, other Investment Property, Electronic Chattel Paper, Letter-of Credit Rights, Motor Vehicles or other Equipment covered by a certificate of title or ownership promptly (i) take such action with respect to that Collateral as is specified for that type of Collateral in Section 10 and (ii) take all such other actions, and authenticate or sign and file or record such other records or instruments, as are reasonably necessary or as Lender may reasonably request to create, perfect and establish the priority of the liens granted by this Agreement in any and all of the Collateral, to preserve the validity, perfection or priority of the liens granted by this Agreement in any and all of the Collateral or to enable Lender to exercise its remedies, rights, powers and privileges under this Agreement;

(b) upon its acquiring, or otherwise becoming entitled to the benefits of, any Intellectual Property or upon or prior to the Borrower's filing, either directly or through Lender, any licensee or any other designee, of any application with any Governmental Authority for any Intellectual Property, in each case after the date of this Agreement, execute and deliver such contracts, agreements and other instruments as Lender may reasonably request to create, perfect and establish the priority of the liens granted by this Agreement in that Intellectual Property;

(c) whether with respect to Collateral as of the date of this Agreement or Collateral in which the Borrower acquires rights in the future, authorize, give, authenticate, execute, deliver, file or record any and all financing statements, notices, contracts, agreements or other records or instruments, and take all such other actions, as are reasonably necessary or as Lender may reasonably request to create, perfect and establish the priority of the Liens granted by this Agreement in any and all of the Collateral, to preserve the validity, perfection or priority of the Liens granted by this Agreement in any and all of the Collateral or to enable Lender to exercise and enforce its remedies, rights, powers and privileges under this Agreement; and

(d) furnish to Lender from time to time statements and schedules further identifying and describing the Collateral pledged by the Borrower hereunder and such other reports in connection with the Collateral pledged by the Borrower hereunder as Lender may reasonably request, all in reasonable detail.

2.5 Commercial Tort Claims. The Borrower agrees that, if it shall acquire any interest in any Commercial Tort Claim (whether from another Person or because such Commercial Tort Claim shall have come into existence), (a) the Borrower shall, immediately

upon such acquisition, deliver to Lender, in each case in form and substance reasonably satisfactory to Lender, a notice of the existence and nature of such Commercial Tort Claim containing a reasonably specific description of such Commercial Tort Claim, certified by the Borrower as true, correct and complete, (b) the provisions of Section 2 shall apply to such Commercial Tort Claim (and the Borrower authorizes Lender to supplement this Agreement with a description of such Commercial Tort Claim if the Borrower fails to deliver the supplement described in clause (a)), and (c) the Borrower shall execute and deliver to Lender, in each case in form and substance reasonably satisfactory to Lender, any certificate, agreement and other document, and take all other action, reasonably necessary or appropriate for Lender to obtain a first-priority, perfected security interest in all such Commercial Tort Claims.

Section 3. OBLIGATIONS SECURED.

This Agreement and all of the rights in the Collateral hereunder assigned to Lender are to secure the payment and performance when due of all Obligations to Lender under the Note and the Security Documents.

Section 4. USE OF COLLATERAL.

So long as no Event of Default has occurred and is continuing, the Borrower reserves the right to, and shall be entitled to, use and possess the Collateral and exercise all of its right, title and interest in, to and under the Collateral, and to receive and use (subject to the terms of the Note) all income, profit and other distributions in respect of the Collateral. Provided that no Event of Default shall have occurred and be continuing, the Borrower shall be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property of the Borrower in the ordinary course of its business to the extent permitted by the Note.

Section 5. REMEDIES.

5.1 Remedies Upon Event of Default. Subject to the terms of the Note, if an Event of Default has occurred and is continuing, Lender shall have the right, at its election, to do any of the following:

(a) demand, sue for, collect or receive any money or property at any time payable to or receivable by the Borrower on account of or in exchange for all or any part of the Collateral;

(b) proceed to protect and enforce the rights vested in it by this Agreement, including the right to cause all revenues hereby pledged as security and all other moneys pledged hereunder to be paid directly to it, and to enforce its rights hereunder to such payments and all other rights hereunder by such appropriate judicial proceedings as it shall deem most effective to protect and enforce any of such rights, either at law or in equity or otherwise, or for any foreclosure hereunder and sale under a judgment or decree in any judicial proceeding, or to enforce any other legal or equitable right vested in it by this Agreement or by law;

(c) cause any action at law or suit in equity or other proceeding to be instituted and prosecuted to collect or enforce any Obligation or rights hereunder or included in

the Collateral, or to foreclose or enforce the security interest in all or any part of the Collateral granted herein, or to enforce any other legal or equitable right vested in it by this Agreement or by law;

(d) sell or otherwise dispose of any or all of the Collateral or cause all or any part of the Collateral to be sold or otherwise disposed of in one or more sales or transactions, at such prices as Lender may deem commercially reasonable, and for cash or on credit or for future delivery, without assumption of any credit risk, at any broker's board or at public or private sale, without demand of performance or notice of intention to sell or of time or place of sale (except such notice as is required by applicable statute and cannot be waived, in which case such notice shall be in accordance with the provisions hereof to extent permitted by applicable law), it being agreed that Lender may be a purchaser on its own behalf at any such sale and that Lender or any other Person who may be a bona fide purchaser for value of any or all of the Collateral without notice of any claims of any or all of the Collateral so sold shall thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any equity of redemption, of the Borrower, any such demand, notice or right and equity being hereby expressly waived and released to the extent permitted by law;

(e) incur reasonable expenses, including reasonable attorneys' fees, consultants' fees, and other costs appropriate to the exercise of any right or power under this Agreement;

(f) perform any obligation of the Borrower hereunder, and make payments, purchase, contest or compromise any encumbrance, charge, or lien, and pay taxes and expenses, without, however, any obligation to do so;

(g) take possession of the Collateral and render it usable, and repair and renovate the same, without, however, any obligation to do so, and enter upon any location where the same may be located for that purpose, control, manage, operate, rent and lease the Collateral, collect all rents and income from the Collateral and apply the same in accordance with the Note;

(h) secure the appointment of a receiver for the Borrower without any prior notice to the Borrower;

(i) require the Borrower to assemble the Collateral at the expense of the Borrower and (to the extent moveable) make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties;

(j) require the Borrower to take any actions that are necessary or requested by Lender to preserve the value of the Collateral and the validity, perfection or priority of the Liens granted by this Agreement in any portion of the Collateral; or

(k) exercise any other or additional rights or remedies granted to a secured party under the UCC.

5.2 Minimum Notice Period. If, pursuant to applicable law, prior notice of any such action is required to be given to the Borrower, the Borrower hereby acknowledges that the minimum time required by such applicable law, or ten (10) Business Days if no minimum is

specified, shall be deemed a reasonable notice period. Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

5.3 Payment of Costs. The Borrower agrees to pay to Lender, within five (5) Business Days of its demand therefor, all reasonable and reasonably documented out-of-pocket costs and expenses (including reasonable and reasonably documented attorneys' fees and expenses) incident to its enforcement, protection and preservation of any of its rights and claims under this Agreement. Any amount required to be paid by the Borrower pursuant to the terms of this subsection shall bear interest (i) before an Event of Default has occurred and is continuing, at the interest rate set forth in Section 3 of the Note, and (ii) after an Event of Default has occurred and is continuing, at the Default Interest Rate, or, in either case, at the maximum rate permitted by law, whichever is less, from the date due until payment, and shall constitute Indebtedness secured by this Agreement.

5.4 Application of Proceeds. Subject to the terms of the Note, Lender shall apply the net proceeds of any sale or other realization of all or any part of the Collateral in accordance with the following:

First, to the payment of the costs and expenses of such collection, sale or other realization, including reasonable out-of-pocket costs and expenses of Lender and the fees and expenses of its agents and counsel, and all expenses incurred and advances made by Lender in connection therewith;

Next, to the payment in full of the Obligations; and

Finally, to the payment to the Borrower, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

In the event that the proceeds of any sale or other realization upon the Collateral by Lender are insufficient to pay all Obligations, the Borrower shall be liable for the deficiency as calculated in accordance with the Note. Any excess proceeds after full satisfaction of the Obligations shall be returned promptly to the Borrower.

Section 6. REMEDIES CUMULATIVE; DELAY NOT WAIVER.

6.1 Remedies Cumulative. No right, power or remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other right, power or remedy, and every such right, power and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

6.2 No Waiver. No delay or omission of Lender to exercise any right or power accruing upon the occurrence and during the continuation of an Event of Default shall impair any

such right or power of Lender, nor shall it be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Agreement may be exercised from time to time, and as often as shall be deemed expedient, by Lender upon the occurrence and during the continuation of an Event of Default.

6.3 Use of Agents. Lender may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.

Section 7. REPRESENTATIONS AND WARRANTIES.

The Borrower represents and warrants, as of the date hereof and as of the date that any after-acquired Collateral is delivered, to Lender as follows:

7.1 The entity identification number and taxpayer identification number of the Borrower are C13892-2004 and 20-1058349.

7.2 The legal name, type of organization, jurisdiction of organization and the mailing address of the Borrower as of the date hereof is correctly set forth in Annex 1. The Borrower has not changed its location (as defined in Section 9-307 of the UCC) or previously changed its name.

7.3 All of the Borrower's Deposit Accounts and Securities Accounts are described in Annex 3.

7.4 All of the Borrower's Intellectual Property is described in Annex 4.

Section 8. COVENANTS.

The Borrower covenants, so long as any Obligations shall be outstanding, to and in favor of Lender that, without at least 30 days' prior written notice to Lender, the Borrower shall not change its location (as defined in Section 9-307 of the UCC) or change its name from the name shown as its current legal name on Annex 1.

Section 9. ATTORNEY-IN-FACT.

9.1 Attorney-In-Fact. The Borrower hereby constitutes and appoints Lender, acting for and on behalf of itself and each successor or assign of Lender, the true and lawful attorney-in-fact of the Borrower, with full power and authority in the place and stead of the Borrower and in the name of the Borrower, Lender or otherwise to enforce all rights, interests and remedies of the Borrower with respect to the Collateral, including the rights:

(a) to ask, require, demand, receive and give acquittance for any and all moneys and claims for moneys due and to become due under or arising out of the Collateral, including any insurance policies;

(b) to elect remedies thereunder and to endorse any checks, documents or other instruments or orders in connection therewith;

(c) to file any claims or take any action or institute any proceedings in connection therewith which Lender may reasonably deem to be necessary or advisable;

(d) to pay, settle or compromise all bills and claims which may be or become liens or security interests against any or all of the Collateral, or any part thereof, unless a bond or other security satisfactory to Lender has been provided;

(e) upon foreclosure, to do any and every act which the Borrower may do on its behalf with respect to the Collateral or any part thereof;

(f) to preserve the validity, perfection and priority of the Liens granted by this Agreement;

(g) to, in the name of the Borrower or its own name, or otherwise, take possession of, receive and indorse and collect any check, Account, Chattel Paper, draft, note, acceptance or other Instrument for the payment of moneys due under any Account or General Intangible;

(h) to execute, in connection with any sale or disposition of the Collateral under Section 5, any endorsements, assignments, bills of sale or other instruments of conveyance or transfer with respect to all or any part of the Collateral;

(i) in the case of any Intellectual Property, to execute and deliver, and to have recorded, any agreement, instrument, document or paper as Lender may request to evidence Lender's security interest in such Intellectual Property and the goodwill and General Intangibles of the Borrower relating thereto or represented thereby;

(j) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repair or pay or discharge any insurance called for by the terms of this Agreement (including all or any part of the premiums therefor and the costs thereof); and

(k) to (i) direct any party liable for any payment under any Collateral to make payment of any moneys due or to become due thereunder directly to an account designated by Lender, (ii) ask or demand for, collect, and receive payment of and receipt for, any moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (iii) sign and indorse any invoice, freight or express bill, bill of lading, storage or warehouse receipt, draft against debtors, assignment, verification, notice and other document in connection with any Collateral, (iv) commence and prosecute any suit, action or proceeding at law or in equity in any court of competent jurisdiction to collect any Collateral and to enforce any other right in respect of any Collateral, (v) defend any suit, action or proceeding brought against the Borrower with respect to any Collateral, (vi) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as Lender may deem appropriate, (vii) assign any Intellectual Property, to the extent assignable, throughout the world for such term or terms, on such conditions, and in such manner as Lender shall in its sole discretion determine, including the execution and filing of any document necessary to effectuate or record such assignment; and (viii) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and do, at

Lender's option and the Borrower's expense, at any time, or from time to time, all acts and things that Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interests therein and to effect the intent of this Agreement, all as fully and effectively as the Borrower might do;

provided, however, that Lender shall not exercise any such rights or remedies unless an Event of Default has occurred and is continuing. This power of attorney is a power coupled with an interest and shall be irrevocable.

9.2 Motor Vehicles. Without limiting the rights and powers of Lender under Section 9.1, the Borrower hereby appoints Lender as its attorney-in-fact, effective the date of this Agreement and terminating upon the termination of this Agreement, for the purpose of, upon the occurrence and during the continuation of an Event of Default, (i) executing on behalf of the Borrower title or ownership applications for filing with appropriate state agencies to enable Motor Vehicles now owned or in the future acquired by the Borrower to be retitled and Lender to be listed as lien holder as to those Motor Vehicles, (ii) filing such applications with such state agencies, and (iii) executing such other documents and instruments on behalf of, and taking such other action in the name of, the Borrower as Lender may deem necessary or advisable to accomplish the purposes of this Agreement (including the purpose of creating in favor of Lender a perfected Lien on the Motor Vehicles and exercising the rights, remedies, powers and privileges of Lender under Section 5). This appointment as attorney-in-fact is irrevocable and coupled with an interest.

9.3 Expenses. The expenses of Lender incurred in connection with actions undertaken as provided in this Section 9, together with interest thereon at a rate per annum equal to the Default Interest Rate, from the date of payment by Lender to the date reimbursed by the Borrower, shall be payable by the Borrower to Lender on demand and shall constitute Obligations and be secured by the Liens pursuant to this Agreement.

9.4 Ratification; Powers Coupled With Interests. The Borrower hereby ratifies all that said attorneys shall lawfully, in compliance with the terms of the Security Documents, and not otherwise acting with gross negligence or willful misconduct, do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

Section 10. PERFECTION; FURTHER ASSURANCES.

10.1 Perfection; Further Assurances. The Borrower agrees that from time to time, at the expense of the Borrower, the Borrower will promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary, or that Lender may reasonably request, in order to perfect and protect the assignment and security interest granted or intended to be granted hereby or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any Collateral in accordance with the terms hereof. Without limiting the generality of the foregoing, the Borrower shall: (a) if any Collateral shall be evidenced by a promissory note or other instrument, deliver such Collateral to Lender, duly endorsed or accompanied by such duly executed instruments of transfer or assignment, all in

form and substance satisfactory to Lender; (b) deliver to Lender any and all Instruments, endorsed or accompanied by such instruments of assignment and transfer in such form and substance as Lender may reasonably request; (c) cooperate with Lender in obtaining, and take such other actions as are reasonably necessary or that Lender may reasonably request in order for them to obtain Control (as defined in the UCC) with respect to all Deposit Accounts, Investment Property, Electronic Chattel Paper and Letter-of-Credit Rights included in the Collateral, including (to the extent reasonably requested by Lender) (i) in the case of any Deposit Account (as defined in the UCC) for which Lender is not the Bank (as defined in the UCC) at which that Deposit Account is maintained, cause the Bank to enter into an agreement in such form as Lender may in its reasonable discretion accept and (ii) in the case of any Security Entitlement (as defined in the UCC), cause the relevant Securities Intermediary (as defined in the UCC) to enter into an agreement in such form as Lender may in its reasonable discretion accept; (d) cause Lender (to the extent reasonably requested by Lender) to be listed as the lienholder on all certificates of title or ownership relating to Motor Vehicles in the name of the Borrower and deliver to Lender originals of all such certificates of title or ownership for the Motor Vehicles together with the odometer statements for each respective Motor Vehicle; (e) cause Lender to be listed as the lienholder on any certificate of title or ownership for any other Equipment covered by a certificate of title or ownership; and (f) execute and file such financing or continuation statements, or amendments thereto, and such other instruments, endorsements or notices, as may be reasonably necessary or desirable, or as Lender may reasonably request, in order to perfect and preserve the assignments and security interests granted or purported to be granted hereby.

10.2 Filing of Financing Statements; Possession; Control. The Borrower authorizes Lender to file such financing statements and continuation statements in such offices as are or shall be necessary or as Lender may determine to be appropriate to create, perfect and establish the priority of the Liens granted by this Agreement in any and all of the Collateral, to preserve the validity, perfection or priority of the Liens granted by this Agreement in any and all of the Collateral or to enable Lender to exercise its remedies, rights, powers and privileges under this Agreement. Concurrently with the execution and delivery of this Agreement, Borrower shall (i) deliver to Lender any and all certificates for all Certificated Securities (as defined in the UCC) duly endorsed in blank; (ii) with respect to any part of the Collateral that constitutes an uncertificated security, Borrower shall cause any issuer thereof to register Lender as the registered owner of such security; (iii) deliver to Lender any and all Instruments, endorsed or accompanied by such instruments of assignment and transfer in such form and substance as Lender may reasonably request, (iv) cooperate with Lender in obtaining, and take such other actions as are necessary or that Lender may reasonably request in order for them to obtain Control (as defined in the UCC) with respect to all Deposit Accounts, Investment Property, Electronic Chattel Paper and Letter-of-Credit Rights included in the Collateral, including (to the extent reasonably requested by Lender) (A) to cause the Bank to enter into an agreement in such form as Lender may in its reasonable discretion accept and (B) in the case of any Security Entitlement, to cause the relevant Securities Intermediary to enter into an agreement in such form as Lender may in its reasonable discretion accept, (v) cause the Lender (to the extent requested by Lender) to be listed as the lienholder on all certificates of title or ownership relating to Motor Vehicles in the name of Borrower and deliver to Lender originals of all such certificates of title or ownership for the Motor Vehicles together with the odometer statements for each respective Motor Vehicle, (vi) cause Lender to be listed as the lienholder on any certificate of title or ownership for any other Equipment covered by a certificate of title or ownership and (vii) take

all such other actions, and authenticate or sign and file or record such other records or instruments, as are necessary or as Lender may request to perfect and establish the priority of the Liens granted by this Agreement in any and all of the Collateral or to enable Lender to exercise its remedies, rights, powers and privileges under this Agreement.

10.3 Payment of Fees. The Borrower shall pay all filing, registration and recording fees or refiling, re-registration and re-recording fees, and all reasonable out-of-pocket expenses incident to the execution and acknowledgement of this Agreement, and all federal, state, county and municipal stamp taxes and other taxes, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, any agreement supplemental hereto and any instruments of further assurance, except as may otherwise be provided in the Note.

10.4 Private Sale. Lender shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 5.1(d) conducted in a commercially reasonable manner. The Borrower hereby waives any claims against Lender arising by reason of the fact that the price at which the Collateral may have been sold at a private sale pursuant to Section 5.1(d) conducted in a commercially reasonable manner was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Obligations, even if Lender accepts the first commercially reasonable offer received and does not offer the Collateral to more than one offeree.

Section 11. NOTICES.

All notices required or permitted under the terms and provisions hereof shall be in writing and any such notice shall be effective if given in accordance with the provisions of Section 17(d) of the Note.

Section 12. CONTINUING ASSIGNMENT AND SECURITY INTEREST; TRANSFER OF NOTE.

This Agreement shall create a continuing pledge and assignment of and security interest in the Collateral and shall (a) remain in full force and effect until this Agreement is terminated in accordance with Section 13 hereof; (b) be binding upon the Borrower, and its successors and assigns; and (c) inure, together with the rights and remedies of Lender, to the benefit of Lender and its successors, transferees and permitted assigns. Without limiting the generality of the foregoing, Lender may assign or otherwise transfer all or any part of or interest in the Note or the Obligations owed to them to any other Person to the extent permitted by and in accordance with the Note, and such other Person shall thereupon become vested with all or an appropriate part of the benefits in respect thereof granted to Lender herein. The release of the security interest in any or all of the Collateral, the taking or acceptance of additional security, or the resort by Lender to any security it may have in any order it may deem appropriate, shall not affect the liability of any Person on the Indebtedness secured hereby.

Section 13. TERMINATION OF AGREEMENT.

Upon the payment in full and performance of the Obligations, this Agreement and the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Borrower. Upon any such termination, Lender will, at the Borrower's expense, execute and

deliver to the Borrower such documents (including UCC-3 termination statements) as the Borrower shall reasonably request to evidence such termination. The release of the security interest in any or all of the Collateral, the taking or acceptance of additional security, or the resort by Lender to any security it may have in any order it may deem appropriate, shall not affect the liability of any Person on the Indebtedness secured hereby. If this Agreement shall be terminated or revoked by operation of law, the Borrower will indemnify and hold Lender harmless from any loss (other than loss caused by its gross negligence or willful misconduct) which may be suffered or incurred by Lender in acting hereunder prior to the receipt by Lender, its successors, transferees, or assigns, of notice of such termination or revocation.

Section 14. SEVERABILITY.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 15. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns; provided that this Agreement may not be assigned by either party except in accordance with terms of Section 12 of the Note, *mutatis mutandis*.

Section 16. NO AMENDMENT, MODIFICATION.

This Agreement may only be amended or modified by an instrument in writing signed by the Borrower and Lender, both for itself and on behalf of any other parties to be charged in accordance with the terms of this Agreement.

Section 17. HEADINGS.

The headings of the various sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 18. GOVERNING LAW.

THIS AGREEMENT, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE AND MATTERS RELATING TO THE CREATION, VALIDITY, ENFORCEMENT OR PRIORITY OF THE LIEN OF, AND SECURITY INTERESTS CREATED BY, THIS AGREEMENT IN OR UPON THE COLLATERAL, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICT OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW), EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE LIEN AND SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

Section 19. REFERENCES TO OTHER DOCUMENTS.

All defined terms used in this Agreement which refer to other documents shall be deemed to refer to such other documents as they may be amended, supplemented or replaced from time to time, provided such documents were not amended in breach of a covenant contained in any agreement to which the Borrower or Lender is a party.

Section 20. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties hereto, shall constitute a single binding agreement.

Section 21. THIRD PARTY RIGHTS.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon, or give to any Person, other than the Borrower and Lender, any security, rights, remedies or claims, legal or equitable, under or by reason hereof, or any covenant or condition hereof; and this Agreement and the covenants and agreements herein contained are and shall be held to be for the sole and exclusive benefit of the Borrower and Lender.

Section 22. WAIVER OF JURY TRIAL.


THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF LENDER OR THE BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THIS AGREEMENT.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Borrower and Lender have caused this Security Agreement to be duly executed and delivered by their members and officers, respectively, thereunto duly authorized, as of the day and year first above written.

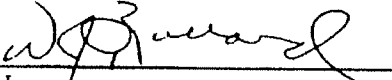
XYIENCE INCORPORATED,
as the Borrower

By:


Name: Michael Leung
Title: cfa

[SIGNATURE PAGE TO SECURITY AGREEMENT]

ZYEN, LLC,
as Lender

By: 
Name:
Title:

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Annex 1

Legal Name

<u>Current Legal Name</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization</u>	<u>Mailing Address</u>	<u>Former Legal Name(s)</u>
Xyience Incorporated	corporation	Nevada	10650 West Charleston Blvd., Suite 110 Las Vegas, NV 89135 Attention: CFO	None

Annex 2

Commercial Tort Claims

Annex 3

Deposit Accounts and Securities Accounts

Annex 4

Intellectual Property

Mark	Class	Serial No.	Register	Date of First Use	Filing Basis*	Filing Date	Goods/Services
18 Dummy	25	78/855966	Princ Supp x		ITU	4/6/2006	Clothing and clothing accessories, namely, infantwear, shirts, T-shirts, polo shirts, tank tops, halter tops, coats, jackets, vests, sleepwear, sweaters, sweatshirts, sweatpants, headwear, robes, jogging suits, shorts, pants, jeans, capris, skirts, dresses, undergarments, lingerie socks, swimwear, belts, wrist bands, ties, overalls, blouses, scarves and gloves, foot weather gear, footwear and cleats for attachment to sports shoes.
18 Dummy	32	78/855985	x		ITU	4/6/2006	Non-alcoholic beverages, namely, carbonated beverages, energy drinks, fruit juices, soft drinks, sports drinks, smoothies, and preparations for making non-alcoholic beverages, namely, carbonated beverages, energy drinks, fruit juices, soft drinks, sports drinks and smoothies.
Feel It Now	32	78/693897	x	5/12/2006	ITU	8/16/2005	Energy drinks, preparations for making energy drinks
Go Dumb	25	78/808530	x		ITU	2/6/2006	Clothing and clothing accessories, namely, infantwear, shirts, T-shirts, polo shirts, tank tops, halter tops, coats, jackets, vests, sleepwear, sweaters, sweatshirts, sweatpants, headwear, robes, jogging suits, shorts, pants, jeans, capris, skirts, dresses, undergarments, lingerie socks, swimwear, belts, wrist bands, ties, overalls, blouses, scarves and gloves, foot weather gear, footwear and cleats for attachment to sports shoes.
Go Dumb	32	78/808527	x		ITU	2/6/2006	Energy drinks, fruit juices, smoothies, soft drinks, sports drinks, and preparations for making energy drinks, fruit juices, smoothies, soft drinks and sports drinks, smoothies, soft drinks, sports drinks.
Nox-CG3	5	76/625957	x	12/14/2004	ITU	12/22/2004	Nutritional supplements in tablet, capsule, powder, chewable and liquid form, dietary supplements in tablet, capsule, powder, chewable and liquid form, hormones, and preparations for enhancing the secretion of human growth hormones.
X5 Halo	5	78/802575	x		ITU	1/30/2006	Dietary supplements, nutritional supplements
X-HYPHY	32	78/747846	x		ITU	11/4/2005	Energy drinks, preparations for making energy drinks
XCFB	5	78/693885	x		ITU	8/16/2005	Dietary supplements, nutritional supplements
XELERATE	5	78/692843	x	1/5/2005	Use	8/16/2005	Dietary supplements, nutritional supplements
XENERGY	5	77/094011	x		ITU	3/22/2005	Nutritional supplements in tablet, capsule, powder, chewable and liquid form, dietary supplements in tablet, capsule, powder, chewable and liquid form, hormones, and hormone enhancements
XENERGY	5	77/094011	x		ITU	1/29/2007	Dietary supplements, dietary supplemental drinks, preparations for making dietary supplemental drinks, nutritional supplements, nutritional supplemental drinks, preparations for making nutritional supplemental drinks, meal replacement bars, meal replacement drinks, preparations for making meal replacement drinks, vitamins, human growth hormones and preparations for enhancing the secretion of the human growth hormone.
XENERGY	25	77/094025	x		ITU	1/29/2007	Clothing and clothing accessories, namely, infantwear, halter tops, coats, vests, sleepwear, sweaters, robes, capris, jeans, skirts, parkas, ponchos, undergarments, lingerie socks, slipper socks, swimwear, belts, ties, overalls, scarves and gloves, foot weather gear, footwear and cleats for attachment to sports shoes.
XENERGY	25	77/185242	x	5/11/2006	Use	5/18/2007	Clothing and clothing accessories, namely, T-shirts, polo shirts, tank tops, halter tops, coats, jackets, vests, sleepwear, sweaters, sweatshirts, sweatpants, headwear, robes, jogging suits, shorts, pants, dresses, sports bras, blouses, sweat bands, and wrist bands.
XENERGY	32	78/673870	x		ITU	5/1/2006	Smoothies, soft drinks, sports drinks, and preparations for making smoothies, soft drinks and sports drinks.
XENERGY	32	78/678554	x	5/12/2006	Use	5/1/2006	Energy drinks, fruit drinks and preparations for making energy drinks and fruit drinks.
XFBAM	5	78/693919	x	1/5/2005	Use	8/16/2005	Dietary supplements, nutritional supplements
XGAINER	5	78/651777	x	7/11/2006	ITU	3/3/2006	Meal replacement and dietary supplement drink mixes
XHYPHY	32	78/747826	x		ITU	11/4/2005	Energy drinks, preparations for making energy drinks.
XMALT	5	78/651781	x		ITU	3/3/2006	Dietary supplement drinks, meal replacement drinks, and meal replacement and dietary supplement drink mixes
XMOTION	5	78/651713	x		ITU	3/31/2006	Dietary supplements and nutritional supplements
XNGF	5	78/693907	x	1/5/2005	Use	8/16/2005	Dietary supplements and nutritional supplements
XPROTEIN	5	78/651735	x		ITU	3/31/2006	Dietary supplement drinks, meal replacement drinks, and meal replacement and dietary supplement drink mixes

Mark	Class	Serial No.	Registrar		Date of First Use	Filing Basis*	Filing Date	Goods/Services
			Princ	Supp				
XRTD 30	5	78/851745	x			ITU	3/31/2006	Dietary supplement drinks, meal replacement drinks, and meal replacement and dietary supplement drink mixes
XSEX	5	78/693930	x		1/5/2005	Use	8/16/2005	Dietary supplements and nutritional supplements
XSHOTZ	5	78/747848	x			ITU	11/4/2005	Dietary supplements and nutritional supplements
XSTART	5	78/747820	x		3/13/2006	ITU	11/4/2005	Meal replacement bars
XTEST	5	78/693937	x		1/5/2005	Use	8/16/2005	Dietary supplements, nutritional supplements
XTKO	5	78/747851	x		5/1/2008	ITU	11/4/2005	Nutritional supplements
XYDRATE	32	78/747853	x			ITU	11/4/2005	Preparations for making sports drinks, sport drinks
XYIENCE	5	76/604146	x		8/1/2004	ITU	7/27/2004	Nutritional supplements in tablet, capsule, powder, chewable and liquid form, dietary supplements in tablet, capsule, powder, chewable and liquid form, hormones, and preparations for enhancing the secretion of human growth hormones.
XYIENCE EXTREME SCIENCE and Design	5	76/604145	x		8/1/2004	ITU	7/27/2004	Nutritional supplements in tablet, capsule, powder, chewable and liquid form, dietary supplements in tablet, capsule, powder, chewable and liquid form, hormones, and preparations for enhancing the secretion of human growth hormones.
XYME	5	78/747857	x		12/15/2005	ITU	11/4/2005	Nutritional supplements
XYNERGY	32	78/653955	x			ITU	4/4/2008	Energy drinks, fruit drinks, fruit juices, preparations for making energy drinks, sports drinks, fruit drinks, soft drinks and smoothies, smoothies, soft drinks and sports drinks.
XYTAMINS	5	78/651765	x			ITU	3/31/2006	Vitamin and mineral supplements, dietary supplements, and nutritional supplements

Intellectual Property

UNITED STATES PATENTS:

USPTO Registrations: NONE

USPTO Pending Applications: NONE

OTHER PATENTS:

Foreign Country Registrations: NONE

Foreign Country Applications: NONE

INTERNATIONAL MARKS:

International Registrations:

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
XENERGY	300750618	HONG KONG
XENERGY	5066204	JAPAN

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
XENERGY	757843	New Zealand
XENERGY	40-0707991	South Korea
XYIENCE	1077055	Australia
XYIENCE	753346	Chile
XYIENCE	4729422	European Community Trademark
XYIENCE	300507717	Hong Kong
XYIENCE	5019397	Japan
XYIENCE	908153	Mexico
XYIENCE	736215	New Zealand
XYIENCE	T05/18930J	Singapore
XYIENCE	40-0683954	South Korea
XYIENCE	74543	United Arab Emirates
XYIENCE	05-023288	Venezuela

International Pending Applications:

<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY</u>
XENERGY	2710848	Argentina
XENERGY	1143352	Australia
XENERGY	828823677	Brazil
XENERGY	1323016	Canada
XENERGY	749933	Chile
XENERGY	5695373	China
XENERGY	5368964	European Community Trademark

<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY</u>
XENERGY	816076	Mexico
XENERGY	2006731829	Russia
XENERGY	T06/23104A	Singapore
XENERGY	2006/25837	South Africa
XENERGY	86841	United Arab Emirates
XENERGY	25327-2006	Venezuela
XYIENCE	2623234	Argentina
XYIENCE	827943431	Brazil
XYIENCE	1271541	Canada
XYIENCE	4969618	China
XYIENCE	2006731828	Russia
XYIENCE	0110043908	South Africa

OTHER MARKS:

State Registrations: None

State Pending Applications: NONE

UNITED STATES COPYRIGHTS

USCO Registrations: NONE

USCO Pending Applications: NONE

OTHER COPYRIGHTS

Foreign Registrations: NONE

Foreign Pending Applications: NONE