

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
P&L Development of New York Corporation		12/26/2007	CORPORATION:
PLD Acquisitions LLC		12/26/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as ABL Agent
Street Address:	530 Fifth Avenue, 8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Association:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2465832	BODYPLEX
Registration Number:	2479483	HEALTHY JOINTS
Registration Number:	2560702	MEDITERRANEAN FORMULAS
Registration Number:	2571135	MEDITERRANEAN LIFESTYLE
Registration Number:	3016538	METABOLIN
Registration Number:	2819829	NUTRIKWIK
Registration Number:	2507981	OUR SPECIAL SUPPLEMENTS
Registration Number:	2033325	SPECIAL VALUE
Registration Number:	3100048	PAL ...A NATURAL DECISION! PAN AMERICAN LABS A PHARMED GROUP COMPANY
Registration Number:	2658448	PHARMASTORE
Registration Number:	2571269	THE ESSENCE OF MEDITERRANEAN WELLNESS

CH \$415.00 2465832

Registration Number:	2571268	THE HEALTHY LINK TO THE MEDITERRANEAN
Registration Number:	2524298	VET LYTE
Registration Number:	2722906	VITA-Z PLUS
Serial Number:	76651984	RHEUMITOR
Serial Number:	76685661	AVÉMA PHARMA SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (617)316-8263

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617.239.0632

Email: agrandy@eapdlaw.com

Correspondent Name: Adam M. Grandy

Address Line 1: 111 Huntington Avenue

Address Line 2: Edwards Angell Palmer & Dodge LLP

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	224825-46
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	02/22/2008

Total Attachments: 5

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SECURITY AGREEMENT (TRADEMARKS)

WHEREAS P&L Development of New York Corporation, a New York corporation, and PLD Acquisitons LLC, a Florida limited liability company (collectively, the "Pledgors"), are collectively the owners and users of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS the Pledgors have entered into (i) that certain Credit Agreement dated as of December 26, 2007 (together with all amendments and other modifications, if any, from time to time hereafter made thereto, the "ABL Credit Agreement") with the lenders party thereto (the "ABL Lenders") and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in such capacity, the "ABL Agent") and (ii) that certain Mortgage Loan Agreement dated as of the date hereof December 26, 2007 (together with all amendments and other modifications, if any, from time to time hereafter made thereto, the "Mortgage Loan Agreement") with JPMorgan Chase Bank, N.A. as lender (in such capacity, the "Mortgage Lender");

WHEREAS (i) to secure the Obligations under the ABL Credit Agreement, the Pledgors have entered into that certain Pledge and Security Agreement (the "ABL Security Agreement") with the Agent, pursuant to which the Pledgors have granted to the ABL Agent a security interest in all assets of the Pledgors, including, without limitation, the Trademarks and (ii) to secure the Obligations under the Mortgage Loan Agreement, the Pledgors have entered into that certain Pledge and Security Agreement (the "Mortgage Loan Security Agreement" and, collectively with the ABL Security Agreement, the "Security Agreements") with the Mortgage Lender, pursuant to which the Pledgors have granted to the Mortgage Lender a a security interest in all assets of the Pledgors, including, without limitation, the Trademarks;

WHEREAS, in order to establish the relative rights and priorities of the ABL Agent and the Mortgage Lender with respect to the Collateral (as defined in the Security Agreements, and including, without limitation, the Trademarks), the ABL Agent, the Mortgage Lender and the Pledgors have entered into the Intercreditor Agreement dated as of the date hereof (the "Intercreditor Agreement") and pursuant to the Intercreditor Agreement, the Mortgage Lender has appointed the ABL Agent to act as its agent for purposes of perfecting the Mortgage Lender's Liens on certain of the Collateral (including, without limitation, the Trademarks);

WHEREAS the parties to the ABL Credit Agreement and the Mortgage Loan Agreement contemplate and intend that, if an Event of Default (as defined in the ABL Credit Agreement or the Mortgage Loan Agreement) shall occur and be continuing, the ABL Agent (on behalf of itself, the ABL Lenders and the Mortgage Lender) shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the ABL Credit Agreement, the Mortgage Loan Agreement and the Security Agreements in connection with all of each Pledgor's right, title and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

Each Pledgor hereby reconfirms the terms of each of the Security Agreements. Each Pledgor further hereby pledges and mortgages to the ABL Agent (individually and for the benefit of the ABL Lenders and the Mortgage Lender), and grants to the ABL Agent (individually and for the benefit of the ABL Lenders and the Mortgage Lender) a security interest in, such Pledgor's right, title and interest in and to the Trademarks, together with the entire good will of such Pledgor's business and all other general

intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of such Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgor hereunder secures the payment of all Obligations under and as defined in each of the ABL Credit Agreement and the Mortgage Loan Agreement, in each case, now or hereafter existing under or in respect of the ABL Credit Agreement, the other Loan Documents (as defined in the ABL Credit Agreement), the Mortgage Loan Agreement and the other Mortgage Loan Documents (as defined in the Mortgage Loan Agreement).

The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Security Agreement (Trademarks).

This Security Agreement (Trademarks) has been entered into in connection with each of the Security Agreements, and the Pledgors and the ABL Agent (individually and on behalf of the ABL Lenders and the Mortgage Lender) hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the ABL Agent (individually and on behalf of the ABL Lenders and the Mortgage Lender) with respect to the Trademark Collateral are more fully set forth in each of the Security Agreements, the terms and provisions of which are incorporated herein by reference.

This Security Agreement (Trademarks) shall be governed by, and construed in accordance with the laws of the State of New York.

This Security Agreement (Trademarks) may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, each of the Pledgors and the ABL Agent (individually and on behalf of the ABL Lenders and the Mortgage Lender) have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 26th day of December, 2007.

PLEDGORS:

P&L DEVELOPMENT OF NEW YORK CORPORATION, a New York corporation

By: 

Name: Mitchell Singer
Title: President

PLD ACQUISITIONS LLC, a Florida limited liability company

By: P&L Development of New York Corporation, its Manager

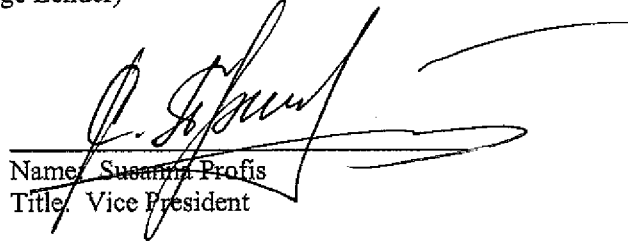
By: 

Name: Mitchell Singer
Title: President

ABL AGENT:

JPMORGAN CHASE BANK, N.A., as ABL Agent
(individually and on behalf of the ABL Lenders and the
Mortgage Lender)

By:


Name: Susanna Profis
Title: Vice President

SCHEDULE A

<u>Trademark</u>	<u>Registration No.</u>
BODYPLEX	2,465,832
HEALTHY JOINTS	2,479,483
MEDITERRANEAN FORMULAS	2,560,702
MEDITERRANEAN LIFESTYLE	2,571,135
METABOLIN	3,016,538
NUTRAKWIK	2,819,829
OUR SPECIAL SUPPLEMENTS	2,507,981
OUR SPECIAL VALUE	2,033,325
PAL...A NATURAL DECISION! PAN AMERICAN LABS A PHARMED GROUP COMPANY	3,100,048
PHARMASTORE	2,658,448
RHEUMITOR	
THE ESSENCE OF MEDITERRANEAN WELLNESS	2,571,269
THE HEALTHY LINK TO THE MEDITERRANEAN	2,571,268
VET LYTE	2,524,298
VITA-Z PLUS	2,722,906
AVEMA PHARMA SOLUTIONS	