

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
Emerson Ecologics, LLC		02/19/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Danversbank		
Street Address:	1 CONANT STREET		
City:	DANVERS		
State/Country:	MASSACHUSETTS		
Postal Code:	01923		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75736822	EMERSON ECOLOGICS	
Serial Number:	76151874	VIRTUAL DISPENSARY	
CORRESPONDENCE DATA			
Fax Number:	(617)367-2315		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-973-6277		
Email:	gsmith@pbl.com		
Correspondent Name:	Gary Smith		
Address Line 1:	800 Boylston Street		
Address Line 2:	Posternak Blankstein & Lund LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Gary Smith		
Signature:	/Gary W. Smith/		
Date:	03/01/2008		

OP \$65.00 75736822

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 19, 2008, by and between Emerson Ecologics, LLC, a Delaware limited liability company (the "Borrower"), in favor of Danversbank, a Massachusetts saving bank having a principal place of business at One Conant Street, Danvers, MA 01923, as administrative and collateral agent (together with its successors in such capacity, the "Agent").

RECITALS

A. The Grantor has entered into that certain Revolving Credit Agreement dated as of the date hereof (as such may amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement") with the Agent and the Lenders, pursuant to which the Lenders have agreed to make loans to the Grantor.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as such may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which the Obligations are secured by a grant of a security interest to the Agent, for its benefit and the benefit of the Lenders.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent and its successors and assigns, for its benefit and the benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Agent and its successors and assigns, for its benefit and the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, service marks, service mark applications and service mark license, and all products, proceeds and goodwill thereof, to secure the payment of all Obligations of the Grantor under the Credit Agreement and Security Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

As security for the Obligations of the Grantor to the Lenders and pursuant to the Security Agreement, the Grantor does hereby grant to the Agent and its successor and assigns, for its benefit and the benefit of the Lenders, a continuing security interest in all right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, service mark, trademark application and service mark application, including, without limitation, each trademark, service mark, trademark application and service mark application referred to in Schedule 1 annexed hereto, together with any and all goodwill associated therewith;

(2) each trademark license and service mark license, including, without limitation, each trademark license and service mark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(3) all products, proceeds and goodwill of, or associated with, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or service mark, including, without limitation, any trademark or service mark referred to in Schedule 1 annexed hereto, any trademark or service mark issued pursuant to a trademark application or a service mark application referred to in Schedule 1 and any trademark or service mark licensed under any trademark license or service mark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

The security interest granted by this Agreement is in furtherance of (and not in limitation of), and in conjunction with, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement and the Credit Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of page intentionally left blank.]

[Signature pages to follow.]

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Emerson Ecologics, LLC

By: Liberty Lane Partners, LLC, its
Manager

By: 
Name: Matthew Friel
Title: Manager Director

Acknowledged:

Danversbank

By: _____
Name: Peter M. Sherwood
Title: Senior Vice President

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.


Emerson Ecologics, LLC

By: Liberty Lane Partners, LLC, its
Manager

By: _____
Name: Matthew Friel
Title: Manager Director

Acknowledged:

Danversbank

By:  _____
Name: Peter M. Sherwood
Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration
2,377,298			August 15, 2000
2,613,362			August 27, 2002

Service Marks, Service Mark Applications and Service Mark Licenses

Service Mark Registration Number	Service Mark Application Number	Date of Application	Date of Registration