

Form PTO-1594 (Rev. 05/04)  
OMB Collection 0651-0027 (Ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
Northern Reflections LTD.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other: \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_  
 Execution Date(s) January 24, 2008  
 Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No  
 Additional names, addresses, or citizenship attached?

Name: Wachovia Capital Finance Corporation (Canada)

Internal Address: \_\_\_\_\_  
 Street Address: 141 Adelaide Street West, Suite 1508  
 City: Toronto  
 State: Ontario  
 Country: Canada Zip: M5H 3L9

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other  Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance:**

Assignment  Merger  
 Security Agreement  Change of Name  
 Other Supplemental Trademark Collateral Assignment and Security Agreement

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Exhibit A  
 B. Trademark Registration No.(s) See Attached Exhibit A  
 Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date If Application or Registration Number is unknown)**

**5. Name address of party to whom correspondence concerning document should be mailed:**  
 Name: Susan O'Brien  
 Internal Address: UCC Direct Services  
 Street Address: 187 Wolf Road, Suite 101  
 City: Albany  
 State: NY Zip: 12205  
 Phone Number: 800-342-3676  
 Fax Number: 800-962-7049  
 Email Address: cjs-uds@albany@wolterskluwers.com

**6. Total number of applications and registrations involved:**  6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00**  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
 a. Credit Card Last 4 Numbers 5683  
 Expiration Date 11/09  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name: \_\_\_\_\_

**9. Signature:** Mercedes Farinas  
 Signature  
 Mercedes Farinas  
 Name of Person Signing

1/31/08  
 Date  
 Total number of pages including cover sheet, attachments, and document.  10

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 785834416

EXHIBIT A  
TO  
SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status/Substatus</u>
Northern Getaway	USA	78/583,446	Pending	n/a	Published
Northern Reflections	USA	78/576,735	3084939	4/25/2006	Registered
We Get It	USA	78/697,230	3217092	3/13/2007	Registered
Inspired By Nature, Designed in Canada	USA	77/014,621	Pending	n/a	Pending
Bio Basics	USA	77/168,958	Pending	n/a	Pending
Tummy Shaper	USA	77/168,966	Pending	n/a	Pending

**SUPPLEMENTAL TRADEMARK COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT**

THIS SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated January 24, 2008, is by and between NORTHERN REFLECTIONS LTD., formerly known as Northern Group Retail Ltd., a Nova Scotia, Canada company ("Debtor"), with its chief executive office at 2375 Skymark Avenue, Mississauga, Ontario L4W 4Y6 ("Debtor"), and WACHOVIA CAPITAL FINANCE CORPORATION (CANADA) formerly known as Congress Financial Corporation (Canada), an Ontario, Canada corporation ("Secured Party").

**WITNESSETH:**

WHEREAS, Debtor and Secured Party have entered into financing arrangements pursuant to which Secured Party has made and may make loans and advances and provide other financial accommodations to Debtor as set forth in the Amended and Restated Loan and Security Agreement, dated November 12, 2004, as amended by the Second Amended and Restated Loan and Security Agreement dated on or about the date hereof, between Debtor and Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, pursuant to the Trademark Collateral Assignment and Security Agreement, dated November 12, 2004, by and between Debtor and Secured Party (the "Existing Trademark Agreement"), Debtor granted to Secured Party a valid first priority security interest in all of Debtor's then existing or thereafter acquired trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and all other Collateral (as such term is defined in the Existing Trademark Agreement), including, but not limited to, all of the foregoing described in Exhibit A to the Existing Trademark Agreement;

WHEREAS, Debtor, in addition to being the owner of the entire right, title and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Exhibit A to the Existing Trademark Agreement, has also adopted, used and is using, and is also the owner of the entire right, title, and interest in and to the trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Exhibit A hereto and made a part hereof (collectively, the "New Trademarks"); and

WHEREAS, in order to induce Secured Party and Lenders to continue to make loans and advances and provide other financial accommodations to Debtor pursuant to the Financing Agreements, Debtor hereby acknowledges and reaffirms the security interests heretofore granted by Debtor to Secured Party pursuant to the Existing Trademark Agreement and, as a supplement thereto has agreed to confirm the grant to Secured Party of certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest.

(a) In addition, and not in limitation, of the security interests and other interests granted to Secured Party pursuant to the Existing Trademark Agreement, as collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party (for itself and the benefit of Lenders) a continuing security interest in and a general lien upon, and a conditional assignment, and hereby confirms, reaffirms and restates the prior grant thereof to Secured Party pursuant to the Existing Trademark Agreement, of the following (being collectively referred to herein as the "Collateral"): (i) all of Debtor's now existing or hereafter acquired right, title, and interest in and to; (A) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (B) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (iii) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

(b) The foregoing is to confirm and restate the grant to Secured Party of the security interest in and general lien upon, and collateral assignment of, the New Trademarks and related assets as described above (collectively, together with the New Trademarks, the "Additional Collateral").

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2. Obligations Secured.

The security interest, lien and other interests granted and confirmed, reaffirmed and restated pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or any Lender, and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, to the extent arising under this Agreement, the Loan Agreement, or the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement, or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. Representations, Warranties and Covenants. Each of the representations, warranties and covenants set forth in the Existing Trademark Agreement are deemed to be restated herein and a part hereof and shall apply to the Additional Collateral granted herein with the same force and effect as the Trademarks and other assets constituting Collateral described in the Existing Trademark Agreement.

4. Exhibits. Exhibit A to the Existing Trademark Agreement is hereby amended to include the information set forth on Exhibit A hereto and the Trademarks listed on Exhibit A hereto are deemed to be included within the definition of Trademarks set forth in the Existing Trademark Agreement.

5. Special Power of Attorney. Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder upon the occurrence of an Event of Default (as defined in the Existing Trademark Agreement) and for so long as same is continuing.

6. Miscellaneous.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York is without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

956872.2

(b) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(c) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.


(d) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party and Debtor. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier or other electronic method of transmission with the same force and effect as if it were as a manually executed and delivered counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

NORTHERN REFLECTIONS LTD.,  
formerly known as Northern Group Retail  
Ltd.

By:  \_\_\_\_\_

Title: President & CEO

WACHOVIA CAPITAL FINANCE  
CORPORATION (CANADA), formerly  
known as Congress Financial Corporation  
(Canada)

By: \_\_\_\_\_

Title: \_\_\_\_\_

PROVINCE OF Ontario )  
 ) ss.:  
CITY OF Mississauga )

On this 24<sup>th</sup> day of January, 2008, before me personally came Michael J. Struck, to me known, who being duly sworn, did depose and say, that he is the President & CEO of NORTHERN REFLECTIONS LTD., formerly known as Northern Group Retail Ltd., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Mattia Squeo, Notary Public, Regional Municipality of Peel, limited to the attestation of instruments and the taking of affidavits, for Northern Reflections Ltd. and its subsidiaries, associates and affiliates.  
Expires: April 9, 2009  
Notary Public

PROVINCE OF \_\_\_\_\_ )  
 ) ss.:  
CITY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me personally came \_\_\_\_\_, to me known, who, being duly sworn, did depose and say, that he is the \_\_\_\_\_ of WACHOVIA CAPITAL FINANCE CORPORATION (CANADA), formerly known as Congress Financial Corporation (Canada), the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_

Notary Public



EXHIBIT B  
TO  
SUPPLEMENTAL TRADEMARK COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

PROVINCE OF Ontario )  
 ) ss.:  
CITY OF Mississauga )

KNOW ALL MEN BY THESE PRESENTS, that NORTHERN REFLECTIONS LTD., formerly known as Northern Group Retail Ltd. ("Debtor"), having an office at 2375 Skymark Avenue, Mississauga, Ontario L4W 4Y6 ("Debtor") hereby appoints and constitutes, severally, WACHOVIA CAPITAL FINANCE CORPORATION (CANADA, formerly known as Congress Financial Corporation (Canada) ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Supplemental Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: January 24, 2008

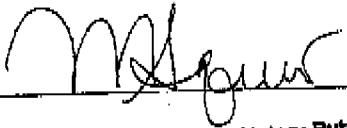
NORTHERN REFLECTIONS LTD.,  
formerly known as Northern Group Retail  
Ltd.

By: 

Title: President & CEO

PROVINCE OF Ontario )  
 ) ss.:  
CITY OF Mississauga )

On this 24<sup>th</sup> day of January 2008, before me personally came Michael J. Starek, to me known, who being duly sworn, did depose and say, that he is the ~~President~~ CEO of NORTHERN REFLECTIONS LTD., formerly known as Northern Group Retail Ltd., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

Mattia Squeo, Notary Public, Regional  
Municipality of Peel, limited to the  
attestation of instruments and the  
taking of affidavits, for  
Northern Reflections Ltd. and its  
subsidiaries, associates and affiliates.  
Expires: April 9, 2009.