

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Designing Health, Inc.		07/01/2005	CORPORATION: CALIFORNIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Robert M. Collett and Joy Collett
<b>Street Address:</b>	11951 Clonlee Street
<b>City:</b>	Granada Hills
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91344
<b>Entity Type:</b>	Individuals: CALIFORNIA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3208101	GUARANTEED NO HARM TO SEALS, FISH OR OTHER ANIMAL SOURCES OF OMEGA 3 GUARANTEED NO HARM
Registration Number:	3036768	MEGA FLAX
Registration Number:	3038520	HEALTHY SEASONINGS
Registration Number:	3386086	HEALTHY DELITES
Registration Number:	3109841	WHOLE-BODY SUPERFOOD MEGA FLAX JOINT OMEGA 3 PHYTONUTRIENTS - FIBER
Registration Number:	3033925	ALL IS WELL
Registration Number:	3014219	WHOLE BODY SUPERFOOD
Registration Number:	3085989	WHOLE-BODY SUPERFOOD MEGAFLAX DIGESTIVE OMEGA 3 PHYTONUTRIENTS-FIBER
Registration Number:	3080285	WHOLE-BODY SUPERFOOD MEGAFLAX HEART OMEGA 3 PHYTONUTRIENTS - FIBER
Registration Number:	3080284	WHOLE-BODY SUPERFOOD MEGAFLAX IMMUNE OMEGA 3 PHYTONUTRIENTS · FIBER
Registration Number:	2541030	OMEGA BLAST

**CH \$490.00 3208101**

Registration Number:	2646482	OMEGA BLAST
Registration Number:	2480375	OMEGA3BASIC
Registration Number:	2182696	DESIGNING HEALTH
Registration Number:	2141503	THE MISSING LINK
Registration Number:	2257021	MASTER NUTRIENT FORMULA
Registration Number:	1950578	THE MISSING LINK
Serial Number:	78616237	MEGAFLAX PROACTIVE
Serial Number:	77430488	THE MISSING LINK FOR LIFE

**CORRESPONDENCE DATA**

Fax Number: (213)683-6669  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (213) 683 6630  
Email: rvanderschyff@pmcos.com  
Correspondent Name: Rhodah VanDerSchyff  
Address Line 1: 555 South Flower Street  
Address Line 2: 30th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	DESIGNING HEALTH
NAME OF SUBMITTER:	Rhodah VanDerSchyff
Signature:	/Rhodah VanDerSchyff/
Date:	05/08/2008

**Total Attachments: 7**  
source=DesigningHealth.Security.R&J#page1.tif  
source=DesigningHealth.Security.R&J#page2.tif  
source=DesigningHealth.Security.R&J#page3.tif  
source=DesigningHealth.Security.R&J#page4.tif  
source=DesigningHealth.Security.R&J#page5.tif  
source=DesigningHealth.Security.R&J#page6.tif  
source=DesigningHealth.Security.R&J#page7.tif

## FORBEARANCE AND SECURITY AGREEMENT

This Forbearance and Security Agreement ("Agreement") is dated as of July 1, 2005 ("Effective Date") and is entered into by and between Robert M. Collett and Joy Collett (collectively, "Lender") and Designing Health, Inc., a California corporation ("Borrower").

### Recitals

A. Lender has made four (4) separate loans to Borrower as follows: (i) Loan # 12001, in the principal amount of \$200,000.00, as set forth in that certain Promissory Note executed by Borrower, dated January 1, 2000 ("Loan 1"); (ii) Loan # 12002, in the principal amount of \$200,000.00, as set forth in that certain Promissory Note executed by Borrower, dated January 1, 2000 ("Loan 2"); Loan # 12003, in the principal amount of \$200,000.00, as set forth in that certain Promissory Note executed by Borrower, dated January 1, 2000 ("Loan 3"); and (iv) Loan # 12004, in the principal amount of \$174,474.40, as set forth in that certain Promissory Note executed by Borrower, dated January 1, 2000 ("Loan 4") (Loan 1, Loan 2, Loan 3 and Loan 4, collectively, the "Loans") (the Promissory Notes for the Loans, collectively, the "Notes").

B. Borrower has not been making all of the payments required under the Notes and is thereby in default.

C. Lender has agreed to forbear exercising Lender's remedies associated with Borrower's default, pursuant to the terms and conditions set forth in this Agreement.

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

1. Confirmation of Loan Amounts. The total amount due on each of the Loans as of the date of this Agreement is set forth in Exhibit A attached hereto and incorporated by reference herein.
2. Forbearance. Lender shall forbear from exercising Lender's rights resulting from Borrower's failure to timely pay on the Loans, provided and on condition that Borrower fully and timely performs each and all of its obligations under this Agreement, and under the Notes to the extent that its obligations under the Notes are not otherwise modified by this Agreement.
3. Revised Payment Schedules. Attached hereto as Exhibit B and incorporated by reference herein are revised payment schedules for each of the Loans, which shall supersede and replace the prior Schedule A to each of the Notes.
4. Grant of Security Interest. In order to secure the full and punctual payment and performance of Borrower's obligations hereunder and under the Notes, Borrower hereby grants to Lender a continuing security interest in the Collateral (as defined below), now or hereafter owned or acquired by Borrower, and wherever located.
5. Collateral. For purposes of this Agreement, the "Collateral" means: all present and future rights of Borrower to payment for goods sold or leased or for services rendered; letters of credit;

contract rights; chattel paper; instruments; documents; insurance proceeds; and all other indebtedness and obligations whatsoever owing to or owned or acquired by Borrower; inventory; merchandise and goods; equipment; general intangibles; investment property; all money, cash or cash equivalents; and deposit accounts; all together with any proceeds thereof, together with all instruments and all documents in title representing any of the foregoing, and together with all books and records in respect to the foregoing; all wherever located; and all whether now existing or hereafter acquired or arising.

6. Lender's Subordination to Institutional Lenders. Lender hereby agrees to subordinate Lender's security interest in the Collateral to any institutional lender of Borrower, and Lender shall execute and deliver such additional documents and instruments and perform such acts as may reasonably be requested by Borrower or any institutional lender of Borrower in connection with the consummation or confirmation of such subordination.

7. Covenants of Borrower. Borrower promises:

- (a) To pay the amounts owing to Lender under the Notes and this Agreement when they are due.
- (b) To pay all expenses, including attorney fees, incurred by Lender in the perfection, preservation, realization, enforcement, and exercise of Lender's rights under this Agreement and the Notes.
- (c) To perform all acts necessary to maintain, preserve, and protect the Collateral.
- (d) To notify Lender promptly in writing of any occurrence or development that might have a material adverse effect on the Collateral.
- (e) To execute and deliver to Lender all financing statements and other documents that Lender requests, in order to protect and maintain Lender's security interest in the Collateral.

8. Waivers by Borrower. To the extent permitted by law, Borrower hereby waives and agrees not to assert or take advantage of:

- (a) Any right to require Lender to proceed against Borrower or any other person or to proceed against or exhaust any security held by Lender at any time or to pursue any other remedy in Lender's power or under any other agreement before proceeding against Borrower or the Collateral hereunder;
- (b) Any defense that may arise by reason of (1) the incapacity, lack of authority, death or disability of any other person or persons, (2) the failure of Lender to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons, or (3) any cessation from any cause whatsoever of the liability of Borrower, or any other person or persons;
- (c) Demand, presentment for payment, notice of nonpayment, protest, notice of protest and, except as required by applicable law, all other notices of any kind, or the lack of any thereof, including, without limiting the generality of the foregoing, notice of the existence, creation or

incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of Borrower, Lender, any endorser or creditor of Borrower or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by Lender;

(d) Any defense based upon an election of remedies by Lender, including an election to proceed by non-judicial or judicial foreclosure of any security, whether real property or personal property security, or by transfer in lieu thereof, or any election of remedies, including remedies relating to real property or personal property security, which destroys or otherwise impairs the subrogation rights of Borrower;

(e) Any right or claim of right to cause a marshalling of the assets of Borrower;

(f) Any principle or provision of law, statutory or otherwise, which is or might be in conflict with the terms and provisions of this Agreement;

(g) Any deficiency in the ability of Lender to collect or to obtain performance from any persons or entities now or hereafter liable for the payment and performance of any obligation hereby guaranteed;

(h) Any assertion or claim that the automatic stay provided by 11 U.S.C. § 362 or any other stay provided under any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of Lender to enforce any of its rights, whether now existing or hereafter acquired, which Lender may have against Borrower or the Collateral;

(i) The defense of the statute of limitations in any action hereunder or in any action for the collection or performance of any obligations hereby guaranteed;

(j) Without limiting the generality of the foregoing, Borrower hereby expressly waives any and all benefits which might otherwise be available to Borrower under California Civil Code Section 2787 to 2855, inclusive, 2899, 3275 and 3433, and California Code of Civil Procedure Sections 580a, 580b, 580d and 726, or any successor statutes; and

(k) Any defense based upon Lender's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code or any successor statute; and

(l) Any defense based upon any borrowing or any grant of a security interest under Section 364 of the Federal Bankruptcy Code or any successor statute.

9. Term and Termination. This Agreement shall commence as of the Effective Date first set forth above. This Agreement shall terminate when Borrower completes performance of all Borrower's obligations under this Agreement and the Notes, including, without limitation, repayment of all amounts owing by Borrower to Lender under this Agreement and the Notes.

10. Time of Essence. Time is of the essence for Borrower's performance hereunder and under the Notes.

11. Affect on Promissory Notes. All provisions of the Notes are hereby ratified and remain in full force and effect, except as otherwise modified by the terms of this Agreement.

12. Acceleration Upon Default. In the event Borrower should default in timely performance of any of Borrower's obligations hereunder or under the Notes, the whole sum of the principal balance and all accrued interest thereon of all or any of the Notes shall become immediately due and payable at the option of Lender upon notice to Borrower.

13. Remedies of Secured Creditor. Upon Borrower's default, Lender may exercise all rights and remedies available to a secured creditor, including without limitation the rights and remedies of a secured creditor under the California Commercial Code.

14. Remedies Cumulative. The rights, powers, and remedies provided in this Agreement or in the Notes or any other document prepared pursuant to this Agreement are cumulative and not exclusive of any right, power, or remedy provided by law or equity.

15. Attorney Fees and Costs. Borrower shall pay all costs and expenses (including, without limitation, attorney fees) of Lender in connection with this Agreement, including, without limitation, costs and attorney fees associated with enforcing Lender's rights under this Agreement and the Notes, the preparation of this Agreement and filing any financing statements.

16. Notice. All notices required or permitted to be given hereunder shall be in writing and shall be deemed served when delivered in person, or on the third day after being deposited in the United States mail, postage prepaid, or on the next business day after being sent by overnight delivery with a reputable overnight delivery service (e.g., Federal Express or UPS), addressed as follows:

BORROWER: Designing Health, Inc.  
28410 Witherspoon Parkway  
Valencia, CA 91355  
Attn: President

LENDER: Robert M. Collett and Joy Collett  
11951 Clonlee Street  
Granada Hills, CA 91344

or at such other address as either party shall designate by notice to the other party in accordance with this paragraph.

17. Further Assurances. Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents that may be reasonably necessary or convenient to carry out the terms and intent of this Agreement.

18. Waiver. The waiver of any breach of any of the provisions of this Agreement or the Notes by the Lender must be in writing and signed by the Lender. Any such waiver shall not constitute a

continuing waiver or a waiver of any subsequent breach by the Borrower either of the same or any other provision of this Agreement or of the Notes.

19. Entire Agreement. This Agreement and the Exhibits referred to herein constitute the complete understanding of the parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the parties.

20. Amendment. This Agreement may be amended only by a written document executed by the parties hereto.

21. Section Headings. The article, section and paragraph headings are for purposes of convenience only and shall not be used for purposes of interpretation of this Agreement.

22. Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BORROWER:

DESIGNING HEALTH, INC.

By: Robert M. Collett

Robert M. Collett  
President

LENDER:

Robert M. Collett  
Robert M. Collett

Joy Collett  
Joy Collett

**Exhibit A – Colletts**  
Notes Payable  
Summary as of July 1, 2005

Bob and Joy Collett	\$410,372
Short Term Notes Payable	



Exhibit B

Revised Payment Schedules for the Loans

All Notes payable on demand.

525030.1/20644.08002

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