

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bellezza Products L.L.C.		05/13/2008	LIMITED LIABILITY COMPANY:
Urban Nutrition, LLC		05/13/2008	LIMITED LIABILITY COMPANY:
Excell Now, LLC		05/13/2008	LIMITED LIABILITY COMPANY:
Longevity, LLC		05/13/2008	LIMITED LIABILITY COMPANY:
MyDailyDose, LLC		05/13/2008	LIMITED LIABILITY COMPANY:
Orexis, LLC		05/13/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	TD Banknorth, N.A.		
Street Address:	1000 MacArthur Blvd.		
City:	Mahwah		
State/Country:	NEW JERSEY		
Postal Code:	07430		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3152201	BELLAPLEX	
Registration Number:	2992074	FINDLONGEVITYNOW	
Registration Number:	2936354	MIRACLE BURN	
Registration Number:	2956187	MYDAILYDOSE	
Registration Number:	3195610	OREXIA	
Registration Number:	3232347	OREXIS	

CH \$440.00 3152201

Registration Number:	3099530	PETCHEWS!
Registration Number:	2930820	THE BOMB ENERGY
Registration Number:	3188792	URBAN NUTRITION
Registration Number:	3360277	ARCTICESSENTIALS
Registration Number:	3360278	CHOLESTERCLEAR
Registration Number:	3360276	OSTEOEASE
Registration Number:	3312417	HYDROXATONE
Registration Number:	3314494	HYDROLYZEH UNDER EYE TREATMENT
Serial Number:	77133354	RESTAID
Serial Number:	78851223	SERENITY
Serial Number:	78923671	VENACURA

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8002210770
 Email: kai.goodwin@contractor.thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas
 Address Line 2: Suite 3100
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	568885
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	05/14/2008

Total Attachments: 13

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Recordation Form Cover Sheet

TRADEMARKS ONLY

Continuation of Item 1.

Urban Nutrition, LLC
50 Harrison Street, Suite 106
Hoboken, NJ 07030
Limited Liability Company

Excell Now, LLC
50 Harrison Street, Suite 106
Hoboken, NJ 07030
Limited Liability Company

Longevity, LLC
50 Harrison Street, Suite 106
Hoboken, NJ 07030
Limited Liability Company

MyDailyDose, LLC
50 Harrison Street, Suite 106
Hoboken, NJ 07030
Limited Liability Company

Orexis, LLC
50 Harrison Street, Suite 106
Hoboken, NJ 07030
Limited Liability Company

Continuation of Item 4.

A. Trademark Application No.(s)	B. Trademark Registration No. (s)
78851223	2992074
78923671	2936354
	2956187
	3195610
	3232347
	3099530
	2930820

Recordation Form Cover Sheet (con't)

TRADEMARKS ONLY

<u>Continuation of Item 4 prior page.</u>	
A. Trademark Application No.(s) (con't)	B. Trademark Registration No. (s) (con't)
	3188792
	3360277
	3360278
	3360276
	3312417
	3314494

**TRADEMARK/SERVICE MARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS AGREEMENT is made on the 13th day of May, 2008 between **Bellezza Products L.L.C., Urban Nutrition, LLC, Excell Now, LLC, Longevity, LLC, MyDailyDose, LLC and Orexis, LLC**, each a limited liability company organized and existing pursuant to the laws of the State of Virginia, having an address at 50 Harrison Street, Suite 106, Hoboken, New Jersey 07030 ("Assignor" which shall mean each of the foregoing entities, any and all of them, jointly and severally) and **TD Banknorth, N.A.**, a national association, having offices at 1000 MacArthur Boulevard, Mahwah, New Jersey 07430 (the "Lender").

BACKGROUND. Atlantic Coast Media Group, LLC ("Borrower") has executed and delivered its Secured Revolving Note to the Lender in the aggregate principal amount of \$1,500,000.00, (the "Note"), pursuant to a certain Revolving Loan Agreement dated even date herewith between Assignor and the Lender (as amended from time to time, the "Loan Agreement"). In order to induce the Lender to execute and deliver the Loan Agreement to Borrower, Assignor has agreed to assign to Lender certain trademark/service mark rights as security for the obligations of Borrower to obligations of Assignor under its guaranty and security agreement dated even date herewith as amended and modified from time to time (the "Guaranty"). This Trademark/Service Mark Collateral Assignment is being executed contemporaneous with the Loan Agreement and general security agreement under which the Lender is granted a lien on and security interest in, among other things, all machinery, equipment, formulations, manufacturing procedures, quality control procedures and product specifications ("Other Assets") relating to products sold under the Trademarks, whereby Lender shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence of an Event of Default under the Loan Agreement, in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement) as security for the obligations of Borrower to Assignee and of Assignor to Assignee under its Guaranty, Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to the trademark applications and trademarks and service marks listed in **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called, the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

2. Assignor covenants and warrants that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

- (b) Except as set forth on **Schedule B**, to the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;
- (c) Except as set forth on **Schedule B**, to Assignor's knowledge, no claim has been made that the use of any of the Trademarks violates the rights of any third person;
- (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;
- (e) Assignor has the right to enter into this Agreement and perform its terms;
- (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (g) Assignor has used and will continue to use for the duration of this Agreement, standards of quality consistent with its past practices in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect, store or develop products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto during regular business hours upon reasonable prior written notice. Assignor shall do any and all reasonable acts required by Lender to ensure Assignor's compliance with **Subparagraph 2(g)**.

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Agreement by amending **Schedule A** to include any future trademarks and trademark applications covered by **Paragraphs 1 and 5** hereof.

7. Unless and until there shall have occurred an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold or developed by Assignor for the benefit and account of Assignor and its clients and for none other. Assignor agrees not to sell or assign its interest in, or except as may be necessary in connection with Assignor's ordinary and customary business practices, grant any sublicense under, the license granted to Assignor in this **Paragraph 7**, without the prior written consent of Lender.

8. If any Event of Default shall have occurred, Assignor's license under the Trademarks, as set forth in **Paragraph 7**, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction

in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in New Jersey, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds to payment of the Obligations and Assignor's obligations under the Guaranty. Any remainder of the proceeds after payment in full of the Obligations, all obligations under the Guaranty shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Note(s) or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor and Borrower shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Lender.

12. Assignor shall have the right, with the prior written consent of Lender, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect

the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorney's fees, incurred by Lender in the fulfillment of the provisions of this **Paragraph 12**.

13. In the event of the occurrence of an Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in **Paragraph 16.13** of the Loan Agreement.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. All notice given in connection with this Agreement shall be given in accordance with the provisions of **Section 16.3** of the Loan Agreement.


21. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.

WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS:



Bellezza Products L.L.C.


by 
Andrew J. Surwilo, Manager

by 
Thomas A. Shipley, Manager

WITNESS:



Urban Nutrition, LLC


by 
Andrew J. Surwilo, Manager

by 
Thomas A. Shipley, Manager

WITNESS:

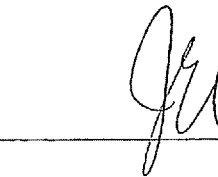


Excell Now, LLC


by 
Andrew J. Surwilo, Manager


by 
Thomas A. Shipley, Manager

WITNESS:




Longevity, LLC

by 
Andrew J. Surwilo, Manager

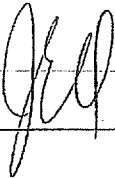
by 
Thomas A. Shipley, Manager

SIGNATURES CONTINUE NEXT PAGE

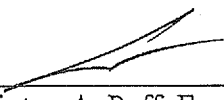
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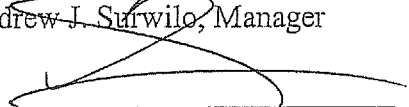


Clinton A. Poff, Esq.

MyDaily Dose, LLC


by 

Andrew J. Surwilo, Manager

by 

Thomas A. Shipley, Manager

Orexis, LLC

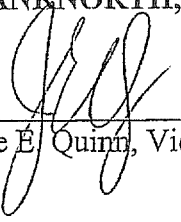
by 

Andrew J. Surwilo, Manager

by 

Thomas A. Shipley, Manager

TD BANKNORTH, N.A.

by 

Jane E. Quinn, Vice President

SCHEDULE A
TO TRADEMARK/SERVICE MARK COLLATERAL ASSIGNMENT
DATED MAY 13, 2008
BELLEZZA PRODUCTS, L.L.C., URBAN NUTRITION, LLC, EXCELL NOW, LLC,
LONGEVITY, LLC, MYDAILYDOSE, LLC, OREXIS, LLC
AND TD BANKNORTH, N.A.

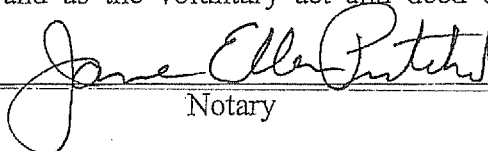
Trademark	Owner	Status	Registration Number	Serial Number (Pending Status)
BELLAPLEX	Urban Nutrition, LLC	Registered	3152201	
FIND LONGEVITY NOW	Longevity, LLC	Registered	2992074	
MIRACLE BURN	Excell Now, LLC	Registered	2936354	
MyDailyDose	My Daily Dose, LLC	Registered	2956187	
OREXIA	Orexis, LLC	Registered	3195610	
OREXIS	Orexis, LLC	Registered	3232347	
PetChews!	Urban Nutrition, LLC	Registered	3099530	
THE BOMB ENERGY	Excell Now, LLC	Registered	2930820	
URBAN NUTRITION	Urban Nutrition, LLC	Registered	3188792	
RESTAID	Urban Nutrition, LLC	Published for opposition		77133354
SERENITY	Urban Nutrition, LLC	Pending		78851223
ARCTICESSENTIALS	Urban Nutrition, LLC	Registered	3360277	
CHOLESTERCLEAR	Urban Nutrition, LLC	Registered	3360278	
OSTEOEASE	Urban Nutrition, LLC	Registered	3360276	
HYDROXATONE	Bellezza Products L.L.C.	Registered	3312417	
HYDROLYZE	Bellezza Products L.L.C.	Registered	3314494	
VENACURA	Urban Nutrition, LLC	Notice of Allowance issued		78923671

SCHEDULE B
TO TRADEMARK/SERVICE MARK COLLATERAL ASSIGNMENT
DATED MAY 13, 2008
BELLEZZA PRODUCTS, L.L.C., URBAN NUTRITION, LLC, BELLADERMA, LLC,
EXCELL NOW, LLC, LONGEVITY, LLC, MYDAILYDOSE, LLC, OREXIS, LLC
AND TD BANKNORTH, N.A.

Lien in favor of Harbert Mezzanine Partners II SBIC, L.P. and Harbinger Mezzanine Partners,
L.P. which lien is subordinate to the lien of Lender

STATE OF NEW JERSEY)
) SS
COUNTY OF PASSAIC)

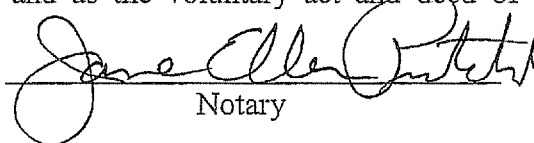
I CERTIFY that on May 13, 2008, **Andrew J. Surwilo** and **Thomas A. Shipley** personally came before me and acknowledged under oath, to my satisfaction, that they signed and delivered the attached document as the managers of **Bellezza Product L.L.C.**, the limited liability company named in this document, and that they signed, sealed and delivered this document as their voluntary act and deed and as the voluntary act and deed of the limited liability company.


Notary

STATE OF NEW JERSEY)
) SS
COUNTY OF PASSAIC)

JANE ELLEN PRITCHARD
A Notary Public of New Jersey
My Commission Expires 10/22/2012

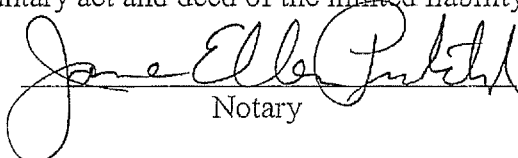
I CERTIFY that on May 13, 2008, **Andrew J. Surwilo** and **Thomas A. Shipley** personally came before me and acknowledged under oath, to my satisfaction, that they signed and delivered the attached document as the managers of **Urban Nutrition, LLC**, the limited liability company named in this document, and that they signed, sealed and delivered this document as their voluntary act and deed and as the voluntary act and deed of the limited liability company.


Notary

STATE OF NEW JERSEY)
) SS
COUNTY OF PASSAIC)

JANE ELLEN PRITCHARD
A Notary Public of New Jersey
My Commission Expires 10/22/2012

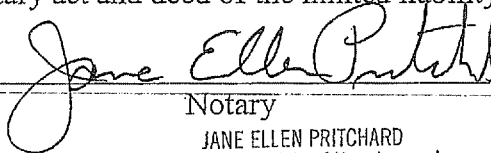
I CERTIFY that on May 13, 2008, **Andrew J. Surwilo** and **Thomas A. Shipley** personally came before me and acknowledged under oath, to my satisfaction, that they signed and delivered the attached document as the managers of **Excell Now, LLC**, the limited liability company named in this document, and that they signed, sealed and delivered this document as their voluntary act and deed and as the voluntary act and deed of the limited liability company.


Notary

JANE ELLEN PRITCHARD
A Notary Public of New Jersey
My Commission Expires 10/22/2012

STATE OF NEW JERSEY)
) SS
COUNTY OF PASSAIC)

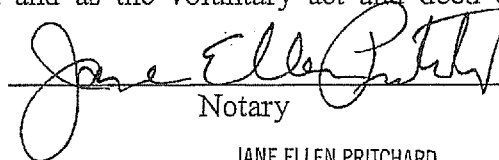
I CERTIFY that on May 13, 2008, Andrew J. Surwilo and Thomas A. Shipley personally came before me and acknowledged under oath, to my satisfaction, that they signed and delivered the attached document as the managers of **Longevity, LLC**, the limited liability company named in this document, and that they signed, sealed and delivered this document as their voluntary act and deed and as the voluntary act and deed of the limited liability company.


Notary

STATE OF NEW JERSEY)
) SS
COUNTY OF PASSAIC)

JANE ELLEN PRITCHARD
A Notary Public of New Jersey
My Commission Expires 10/22/2012

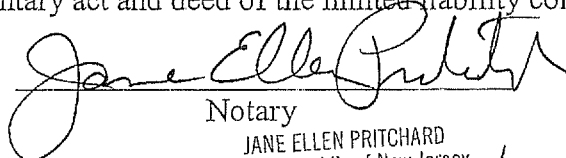
I CERTIFY that on May 13, 2008, Andrew J. Surwilo and Thomas A. Shipley personally came before me and acknowledged under oath, to my satisfaction, that they signed and delivered the attached document as the managers of **MyDailyDose, LLC**, the limited liability company named in this document, and that they signed, sealed and delivered this document as their voluntary act and deed and as the voluntary act and deed of the limited liability company.


Notary

JANE ELLEN PRITCHARD
A Notary Public of New Jersey
My Commission Expires 10/22/2012

STATE OF NEW JERSEY)
) SS
COUNTY OF PASSAIC)

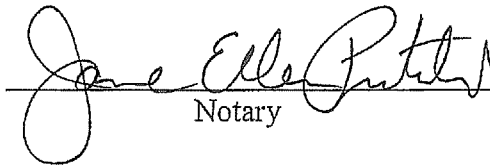
I CERTIFY that on May 13, 2008, Andrew J. Surwilo and Thomas A. Shipley personally came before me and acknowledged under oath, to my satisfaction, that they signed and delivered the attached document as the managers of **Orexis, LLC**, the limited liability company named in this document, and that they signed, sealed and delivered this document as their voluntary act and deed and as the voluntary act and deed of the limited liability company.


Notary

JANE ELLEN PRITCHARD
A Notary Public of New Jersey
My Commission Expires 10/22/2012

STATE OF NEW JERSEY)
) SS
COUNTY OF PASSAIC)

I CERTIFY that on May 13, 2008, appeared before me, **Jane E. Quinn**, to me known, who, being by me duly sworn, did depose and say that she is the **Vice President** of **TD Banknorth, N.A.**, the national association described in and which executed the foregoing instrument; that she knows the seal of the national association; that the seal affixed to the instrument is such seal; that it was so affixed by order of the board of directors of the national association, and that she signed her name thereto by like order..



Notary

JANE ELLEN PRITCHARD
A Notary Public of New Jersey
My Commission Expires 10/22/2012