

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FVA Ventures, Inc.		07/30/2008	CORPORATION: CALIFORNIA
Visalus Holdings, LLC		07/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Blyth VSH Acquisition Corporation
Street Address:	One East Weaver Street
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06831-5118
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3317722	PATHCONNECT
Registration Number:	3312137	VISALUS SCIENCES
Registration Number:	3297690	VI-PAK
Serial Number:	77514272	TOLD U SO
Serial Number:	77143492	VISALUS NEURO
Serial Number:	77501963	WHERE GIVING IS GOING
Serial Number:	77501957	VI-DIFFERENCE
Serial Number:	77501815	VISALUS VI-NET
Serial Number:	77501811	VI-NET
Serial Number:	77349958	VISALUS VI-DIFFERENCE
Serial Number:	77349949	VI-DIFFERENCE
Serial Number:	77341211	VI-TRIM
Serial Number:	77341196	VI-SLIM

OP \$390.00 3317722

Serial Number:	77341173	VI-SHAPE
Serial Number:	77341158	VISALUS TSS

CORRESPONDENCE DATA

Fax Number: (203)325-5001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 203-325-5049
Email: dgreenfield@fdh.com
Correspondent Name: Donna Greenfield
Address Line 1: 177 Broad Street
Address Line 2: 15th Floor
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	0512-39
NAME OF SUBMITTER:	Donna Greenfield
Signature:	Donna Greenfield/s/
Date:	08/01/2008

Total Attachments: 13
source=00596206#page1.tif
source=00596206#page2.tif
source=00596206#page3.tif
source=00596206#page4.tif
source=00596206#page5.tif
source=00596206#page6.tif
source=00596206#page7.tif
source=00596206#page8.tif
source=00596206#page9.tif
source=00596206#page10.tif
source=00596206#page11.tif
source=00596206#page12.tif
source=00596206#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated as of July 30, 2008, is made by FVA VENTURES, INC., a California corporation ("Borrower"), and VISALUS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), (individually and collectively, "Grantor") in favor of BLYTH VSH ACQUISITION CORPORATION, a Delaware limited liability company (together with its successors and assigns, "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain Revolving Credit Loans to Borrower;

WHEREAS, Grantor desires, in order to induce Lender to enter into the Loan Agreement and other Loan Documents and to induce Lender to make the Revolving Credit Loans to Borrower as provided for in the Loan Agreement, to grant a continuing Lien on the Intellectual Property Collateral (as hereinafter defined) to Lender, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms (including in the recitals) used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt and complete payment, performance and observance of all the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or licensed from or to, Grantor (collectively, the "Intellectual Property Collateral");

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

- (iv) all reissues, continuations or extensions of the foregoing;
- (v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Intellectual Property Collateral.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any United States federally registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto as of the date hereof. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, perfected security interests in favor of Lender in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, all action necessary or otherwise requested by Lender to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement. In addition to any representations and warranties contained herein, Grantor hereby acknowledges and affirms the representations and warranties made to Lender with respect to the Intellectual Property Collateral made in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. In addition to the covenants contained herein, Grantor hereby acknowledges and affirms the covenants of Grantor with respect to the Intellectual Property Collateral in the Loan Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor or any other Credit Party for liquidation or reorganization, should Grantor or any other Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's or any other Credit Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference", "fraudulent conveyance", or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in Schedule B to the Loan Agreement (or such other address as may be substituted by notice given in the manner required by Section 9.6 of the Loan Agreement), and given in the manner required by Section 9.6 of the Loan Agreement.

8. ADDITIONAL GRANTORS. From time to time subsequent to the date hereof, additional Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Lender, notice of which is hereby waived by Grantor, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by

any election of Lender not to cause any Credit Party or any other Person to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

10. RELEASE OF LIENS. Upon the occurrence of an event permitted pursuant to the Loan Agreement that would result in the release of all or a portion of the Intellectual Property Collateral from the security interest thereon or the termination of this Intellectual Property Security Agreement in accordance with Section 9 above, the security interests granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Intellectual Property Collateral. Upon any such release, the Lender will, at the Grantor's sole expense, release all or such applicable portion of the Intellectual Property Collateral held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

11. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

12. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

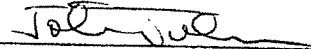
13. COUNTERPARTS. This Intellectual Property Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Intellectual Property Security Agreement by facsimile or other electronic means including PDF shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

[Remainder of Page Intentionally Left Blank]

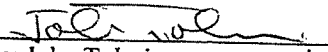
[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

FVA VENTURES, INC., a California corporation,
as Grantor

By: 
Name: John Tolmie
Title: Secretary and Vice President
- Finance and Administration

VISALUS HOLDINGS, LLC, a Delaware limited
liability company, as Grantor

By: 
Name: John Tolmie
Title: Secretary and Vice President
- Finance and Administration

BLYTH VSH ACQUISITION CORPORATION, a
Delaware corporation, as Lender

By: _____
Name:
Title:

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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


FVA VENTURES, INC., a California corporation,
as Grantor

By: _____
Name: John Tolmie
Title: Secretary and Vice President
- Finance and Administration

VISALUS HOLDINGS, LLC, a Delaware limited
liability company, as Grantor

By: _____
Name: John Tolmie
Title: Secretary and Vice President
- Finance and Administration

BLYTH VSH ACQUISITION CORPORATION, a
Delaware corporation, as Lender

By:  _____
Name: Michael S. Novins
Title: Vice President, General Counsel and Secretary

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF CT)
COUNTY OF Fairfield) ss. Greenwich

On this 2nd day of July, 2008 before me personally appeared John Tolmie, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Visalus Holdings, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its managers and that he acknowledged said instrument to be the free act and deed of said company.

Elizabeth K Malachuk
Notary Public 4130/10

{seal}

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

FVA Ventures, Inc.:

None.

Visalus Holdings, LLC:

PATENTS AND PATENT APPLICATIONS

No.	Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	Dietary supplement formulation and method of use	U.S.	61/027175	02/08/08	----	----	Unpublished	ViSalus Holdings, LLC
2.	Customized health beverage system	U.S.	12/028336	02/08/08	----	----	Unpublished	ViSalus Holdings, LLC
3.	Dietary beverage composition and beverage concentrate	U.S.	61/055758	05/23/08	----	----	Unpublished	In process of being assigned to ViSalus Holdings, LLC

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

FVA Ventures, Inc.:

None.

Visalus Holdings, LLC:

U.S. TRADEMARKS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	PATHCONNECT	78879898	05/09/06	3317722	10/23/07	Registered	ViSalus Holdings, LLC
2.	VISALUS SCIENCES	78876860	05/04/06	3312137	10/16/07	Registered	ViSalus Holdings, LLC
3.	VI-PAK	78876826	05/04/06	3297690	09/25/07	Registered	ViSalus Holdings, LLC
4.	TOLD U SO	77514272	07/03/08	----	----	Pending	ViSalus Holdings, LLC
5.	VISALUS NEURO	77143492	03/29/07	----	----	Pending	ViSalus Holdings, LLC
6.	WHERE GIVING IS GOING	77501963	06/18/08	----	----	Pending	ViSalus Holdings, LLC
7.	VI-DIFFERENCE	77501957	06/18/08	----	----	Pending	ViSalus Holdings, LLC
8.	VISALUS VI-NET	77501815	06/18/08	----	----	Pending	ViSalus Holdings, LLC
9.	VI-NET	77501811	06/18/08	----	----	Pending	ViSalus Holdings, LLC
10.	VISALUS VI-DIFFERENCE	77349958	12/12/07	----	----	Pending	ViSalus Holdings, LLC
11.	VI-DIFFERENCE	77349949	12/12/07	----	----	Pending	ViSalus Holdings, LLC

No.	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Owner
12.	VI-TRIM	77341211	11/30/07	----	----	Pending	ViSalus Holdings, LLC
13.	VI-SLIM	77341196	11/30/07	----	----	Pending	ViSalus Holdings, LLC
14.	VI-SHAPE	77341173	11/30/07	----	----	Pending	ViSalus Holdings, LLC
15.	VISALUS TSS	77341158	11/30/07	----	----	Pending	ViSalus Holdings, LLC

FOREIGN TRADEMARKS

No.	Mark	Country	App. No.	App. Date	Owner
1.	VISALUS NEURO	Canada	1400271	06/19/08	ViSalus Holdings, LLC
2.	VISALUS SCIENCES	Canada	1400191	06/18/08	ViSalus Holdings, LLC
3.	VI-SHAPE	Canada	1400289	06/19/08	ViSalus Holdings, LLC
4.	VI-SLIM	Canada	1400287	06/19/08	ViSalus Holdings, LLC
5.	VI-TRIM	Canada	1400288	06/19/08	ViSalus Holdings, LLC
6.	VISALUS NEURO	Europe	006998141	06/18/08	ViSalus Holdings, LLC
7.	VISALUS SCIENCES	Europe	006998926	06/18/08	ViSalus Holdings, LLC
8.	VI-SHAPE	Europe	006998579	06/18/08	ViSalus Holdings, LLC
9.	VI-SLIM	Europe	006998322	06/18/08	ViSalus Holdings, LLC
10.	VI-TRIM	Europe	006998661	06/18/08	ViSalus Holdings, LLC
11.	VISALUS NEURO	Jamaica	-----	-----	ViSalus Holdings, LLC
12.	VISALUS SCIENCES	Jamaica	-----	-----	ViSalus Holdings, LLC
13.	VI-SHAPE	Jamaica	-----	-----	ViSalus Holdings, LLC

No.	Mark	Country	Appl. No.	Appl. Date	Owner
14.	VI-SLIM	Jamaica	-----	-----	ViSalus Holdings, LLC
15.	VI-TRIM	Jamaica	-----	-----	ViSalus Holdings, LLC
16.	VISALUS NEURO	Mexico	-----	-----	ViSalus Holdings, LLC
17.	VISALUS SCIENCES	Mexico	-----	-----	ViSalus Holdings, LLC
18.	VI-SHAPE	Mexico	-----	-----	ViSalus Holdings, LLC
19.	VI-SLIM	Mexico	-----	-----	ViSalus Holdings, LLC
20.	VI-TRIM	Mexico	-----	-----	ViSalus Holdings, LLC

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
Copyrights

FVA Ventures, Inc.:

None.

Visalus Holdings, LLC:

None.