

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airborne Health, Inc.		09/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue, 31st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	a French Societe Anonyme: FRANCE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77392917	AIRBORNE BOOSTERS	
Serial Number:	77392923	AIRBORNE BOOSTS	
Serial Number:	77392935	AIRBORNE COLD RECOVERY	
Serial Number:	77124793	AIRBORNE READY-TO-DRINK	
Serial Number:	77392941	GET RESCUED FROM YOUR COLD	
Serial Number:	77545352	AIRBORNE COLD REMEDY	
CORRESPONDENCE DATA			
Fax Number:	(917)777-5107		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	kellie.weilbrenner@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Jennifer Ward, Esq.		
Address Line 4:	New York, NEW YORK 10036		

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ATTORNEY DOCKET NUMBER:	055660/34
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/Jennifer Wrad/
Date:	09/30/2008
Total Attachments: 3 source=IP Supplement Trademark Collateral#page1.tif source=IP Supplement Trademark Collateral#page2.tif source=IP Supplement Trademark Collateral#page3.tif	

IP SUPPLEMENT

This IP SUPPLEMENT, dated as of September 29, 2008, is delivered pursuant to and supplements (i) the Security Agreement, dated as of November 30, 2006 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Airborne Health, Inc. ("Grantor"), Airborne Holdings, Inc., the other grantors named therein, and BNP Paribas, as Secured Party, and (ii) the Grant of Trademark Security Interest dated as of November 30, 2006 (as supplemented or otherwise modified from time to time, the "Grant") executed by Grantor. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Grant.

Grantor grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral set forth on Schedule A annexed hereto. All such Trademark Collateral shall be deemed to be part of the Trademark Collateral and shall be hereafter subject to each of the terms and conditions of the Security Agreement and the Grant.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this IP Supplement to be duly executed and delivered by its duly authorized officer as of the 28th of September 2008.

AIRBORNE HEALTH, INC.

By: *Elm. Porcova*
Name:
Title:

IP Supplement

SCHEDULE A

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
Airborne Health, Inc.	AIRBORNE BOOSTERS	77/392,917	2/8/2008
Airborne Health, Inc.	AIRBORNE BOOSTS	77/392,923	2/8/2008
Airborne Health, Inc.	AIRBORNE COLD RECOVERY	77/392,935	2/8/2008
Airborne Health, Inc.	AIRBORNE READY-TO-DRINK	77/124,793	3/7/2007
Airborne Health, Inc.	GET RESCUE FROM YOUR COLD	77/392,941	2/8/2008
Airborne Health, Inc.	AIRBORNE COLD REMEDY	77/545,352	8/12/2008