

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Botanical Laboratories, Inc.		03/09/2005	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	MCG Capital Corporation		
Street Address:	1100 Wilson Boulevard, Suite 3000		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3508746	WELLESSE	
Registration Number:	3541671	WELLESSE ALL DAY ENERGY	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	020286-000040 EAR		
NAME OF SUBMITTER:	Ellen A. Rubel		
Signature:	/Ellen A. Rubel/		

OP \$65.00 3508746

Date:

03/11/2009

Total Attachments: 4

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
INTELLECTUAL PROPERTY

United States Patent and Trademark Office

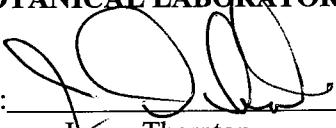
Ladies and Gentlemen:

Please be advised that pursuant to the Intellectual Property Security Agreement (as amended, modified, supplemented, extended and/or restated from time to time, the "Agreement") dated as of March 9, 2005 by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and MCG Capital Corporation, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Lenders, as such term is used therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 hereto, to the Administrative Agent for the benefit of the Lenders.

The undersigned Grantor and the Administrative Agent hereby acknowledge and agree that the security interest in the foregoing intellectual property (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any intellectual property.

Very truly yours,

BOTANICAL LABORATORIES, INC.

By:  _____

Name: James Thornton

Title: CEO

Acknowledged and Accepted:

MCG CAPITAL CORPORATION,
as Administrative Agent

By: 

Name:
Title: **Dana E. Stern**
Senior Vice President

Schedule 1

**Botanical Laboratories, Inc
(Washington Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
WELLESSE	3508746	9/30/08
WELLESSE ALL DAY ENERGY	3541671	12/2/08