

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ISI Brands, Inc.		03/26/2009	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza
Internal Address:	Fifth Floor 109051
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: MICHIGAN

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77521148	BLOOD SUGAR SUCCESS
Serial Number:	77400048	CARDIO FUEL
Serial Number:	77479037	ELECTROLYTE FUEL
Serial Number:	77595140	FEMALE FUEL
Serial Number:	77598089	FUEL FOR MEN
Serial Number:	77595123	FUEL FOR WOMEN
Serial Number:	77474273	MALE FUEL
Serial Number:	77524625	MEMORY FUEL
Serial Number:	77595136	MEN'S FUEL
Serial Number:	77606663	NITRO FUEL
Serial Number:	77508703	SENIOR'S ULTRA DAILY
Serial Number:	77530668	VITA FUEL
Serial Number:	77595133	WOMEN'S FUEL

CH \$340.00 77521148

CORRESPONDENCE DATA

Fax Number: (202)533-9099

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-467-8856

Email: lcstriggles@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com,
behogue@vorys.com

Correspondent Name: Richard S. Donnell

Address Line 1: 1828 L Street, NW

Address Line 2: 11th Floor

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	5252-371/0769/ISIBRAND
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s. donnell/
Date:	03/26/2009

Total Attachments: 5

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**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of March 26, 2009 (the "Effective Date"), by and between **ISI BRANDS INC.**, a Michigan corporation, whose principal place of business and mailing address is 3133 Orchard Vista Drive SE, Grand Rapids, Michigan 49546 ("Debtor"), and **FIFTH THIRD BANK**, a Michigan banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Twinlab Corporation, a Delaware corporation, Idea Sphere Inc., a Michigan corporation, and Lender have entered into the Credit Agreement dated as of January 7, 2008, as amended by the First Amendment to Credit Agreement dated as of December 2, 2008 and the Second Amendment to Credit Agreement (the "Second Amendment") dated as of even date herewith (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor has executed and delivered to Lender the Trademark Security Agreement dated as of January 7, 2008 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

C. It is a condition precedent to the effectiveness of the Second Amendment and to the obligation of Lender to continue to extend credit accommodations pursuant to the terms of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) that this Amendment be executed and delivered by Debtor to Lender.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Second Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the

“Trademarks” (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement if not cured after any applicable notice and cure period under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

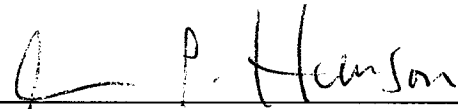
[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

ISI BRANDS INC.

By: _____
Mark A. Fox, President and
Chief Operating Officer

FIFTH THIRD BANK

By: 
Andrew P. Hanson, Vice President

STATE OF _____ :
 : ss:
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ___ day of March, 2009 by Mark A. Fox, President and Chief Operating Officer of ISI Brands Inc., a Michigan corporation, on behalf of such corporation.

Notary Public
My Commission Expires: _____

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

United States Trademarks:

Mark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Liens/Comments
BLOOD SUGAR SUCCESS	Pending	77/521,148	07/14/2008			Notice of Allowance Issued
CARDIO FUEL	Pending	77/400,048	02/19/2008			Published for Opposition
ELECTROLYTE FUEL	Allowed	77/479,037	05/20/2008			Notice of Allowance issued
FEMALE FUEL	Pending	77/595,140	10/17/2008			
FUEL FOR MEN	Pending	77/598,089	10/22/2008			
FUEL FOR WOMEN	Pending	77/595,123	10/17/2008			
MALE FUEL	Pending	77/474,273	05/14/2008			Application to be published for opposition
MEMORY FUEL	Pending	77/524,625	07/17/2008			Notice of Allowance issued
MEN'S FUEL	Pending	77/595,136	10/17/2008			
NITRO FUEL	Pending	77/606,663	11/04/2008			
SENIOR'S ULTRA DAILY	Pending	77/508,703	06/26/2008			Notice of Allowance issued
VITA FUEL	Pending	77/530,668	07/24/2008			Office action suspending further action mailed
WOMEN'S FUEL	Pending	77/595,133	10/17/2008			