

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-----------------------|
| New Chapter, Inc. | | 06/01/2009 | CORPORATION: DELAWARE |
| New Charter Distribution, Inc. | | 06/01/2009 | CORPORATION: DELAWARE |
| Nature's Insight, Inc. | | 06/01/2009 | CORPORATION: VERMONT |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | Brown Brothers Harriman & Co., as Administrative Agent |
| Street Address: | 40 Water Street |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02109 |
| Entity Type: | CORPORATION: MASSACHUSETTS |

PROPERTY NUMBERS Total: 66

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 1941863 | DAILY GINGER |
| Registration Number: | 1908690 | GINGER WONDER SYRUP |
| Registration Number: | 1897277 | ALL-FLORA |
| Registration Number: | 1848485 | LIFE SHIELD |
| Registration Number: | 1828013 | NEW CHAPTER |
| Registration Number: | 1828014 | EVERY MAN |
| Registration Number: | 1985716 | EVERY WOMAN |
| Registration Number: | 2436785 | NEUROZYME |
| Registration Number: | 2441616 | ESTROTONE |
| Registration Number: | 2339160 | BROCCOLIVE |
| Registration Number: | 2483381 | PROSTATE 5LX |
| Registration Number: | 2904014 | BERRY GREEN |
| | | |

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|----------------------|----------|--------------------------|
| Registration Number: | 2833159 | VOLCANIC ORGANIC |
| Registration Number: | 2598653 | ZYFLAMEND |
| Registration Number: | 2511145 | ZYFLAMEND |
| Registration Number: | 3069336 | NEW CHAPTER ORGANICS |
| Registration Number: | 3032884 | LIFE SUSTAINING LIFE |
| Registration Number: | 3129609 | SMOKESHIELD |
| Registration Number: | 3188246 | LYCOPOM |
| Registration Number: | 3217793 | MYCOMEND |
| Registration Number: | 3233018 | LIVER FORCE |
| Registration Number: | 3264205 | CINNAMON FORCE |
| Registration Number: | 3264206 | TURMERIC FORCE |
| Registration Number: | 3267649 | PERFECT PRENATAL |
| Registration Number: | 3306380 | GINGER FORCE |
| Registration Number: | 3306381 | RHODIOLA FORCE |
| Registration Number: | 3306132 | HEADACHE TAKE CARE |
| Registration Number: | 3356977 | BLOOD PRESSURE TAKE CARE |
| Registration Number: | 3356975 | SINUS TAKE CARE |
| Registration Number: | 3356976 | STRESS TAKE CARE |
| Registration Number: | 3356974 | MOOD TAKE CARE |
| Registration Number: | 3410439 | NEW CHAPTER |
| Registration Number: | 3422013 | BONE STRENGTH TAKE CARE |
| Registration Number: | 3427850 | BLOCKADE |
| Registration Number: | 3489899 | NEW CHARTER DISTRIBUTION |
| Registration Number: | 3535154 | THE WHOLE TRUTH |
| Registration Number: | 3544965 | EVERYKID |
| Registration Number: | 3544969 | EVERY ID |
| Registration Number: | 3551554 | IMMUNITY TAKE CARE |
| Registration Number: | 3551583 | SEEK THE TRUTH |
| Registration Number: | 3595258 | PURPLE LOVES GREEN |
| Registration Number: | 3600006 | URINARY TRACT TAKE CARE |
| Registration Number: | 3604146 | CANDIDA TAKE CARE |
| Registration Number: | 3604145 | HISTAMINE TAKE CARE |
| Serial Number: | 77121919 | TEA FORCE |
| Serial Number: | 77565822 | DART IMMUNE |
| Serial Number: | 77565858 | DART CANDIDA |

| | | |
|----------------------|----------|------------------------|
| Serial Number: | 77003049 | WHOLEMEGA |
| Serial Number: | 77000334 | CONSCIOUS NOURISHMENT |
| Serial Number: | 77000342 | SUPPLEMENTAL FOOD |
| Serial Number: | 77526309 | MATEFORCE |
| Serial Number: | 77392009 | CHOLESTEROL TAKE CARE |
| Serial Number: | 77392004 | JOINT TAKE CARE |
| Serial Number: | 77391997 | CARDIO TAKE CARE |
| Serial Number: | 77391990 | PROSTATE TAKE CARE |
| Serial Number: | 77276164 | EVERYONE |
| Serial Number: | 77276157 | EVERYONE'S |
| Serial Number: | 77246169 | BLOOD SUGAR TAKE CARE |
| Serial Number: | 77653545 | BONESHIELD |
| Serial Number: | 77009239 | MOMEGA |
| Serial Number: | 77713162 | TAKE CARE |
| Serial Number: | 77318190 | BOTANI-CAL COMPLEX |
| Serial Number: | 77125237 | PERFECT EARS |
| Serial Number: | 77092270 | VAGINAL TAKE CARE |
| Serial Number: | 77246179 | PERFECT PREBIOTIC |
| Registration Number: | 2672728 | SUPERCritical PHARMACY |

CORRESPONDENCE DATA

Fax Number: (617)502-5162
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172485000
Email: kschoff@choate.com
Correspondent Name: Choate, Hall & Stewart LLP
Address Line 1: Two International Place
Address Line 2: Attn: Kell L. Schoff
Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 2009139-0001 |
| NAME OF SUBMITTER: | Kell L. Schoff |
| Signature: | /Kell L. Schoff/ |
| Date: | 06/02/2009 |

Total Attachments: 47
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 1, 2009, is entered into by and among NEW CHAPTER, INC., a Delaware corporation (the “**Borrower**”), each of the Subsidiaries of the Borrower listed under the caption “SUBSIDIARY GUARANTORS” on the signature pages hereto and each Subsidiary of the Borrower from time to time party hereto (hereinafter, collectively, the “**Subsidiary Guarantors**”, and together with the Borrower and its successors in title and assigns, the “**Grantors**”), and BROWN BROTHERS HARRIMAN & CO., as administrative agent for the benefit of Secured Parties (hereinafter, the “**Administrative Agent**”).

Statement of Facts

A. Pursuant to the Credit Agreement, dated as of the date hereof, by and among the Borrower, the Subsidiary Guarantors, the several financial institutions from time to time party to the Credit Agreement as Lenders thereunder, and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the “**Credit Agreement**”), the Lenders have agreed to make Loans to the Borrower.

B. In order to induce the Lenders to make Loans to the Borrower upon the terms and subject to the conditions contained in the Credit Agreement, the Grantors have agreed, upon the terms contained in the Credit Agreement and the Security Agreement referred to below, to grant to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all Intellectual Property of the Grantors in order to secure all of the Obligations.

C. The Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Grantors pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of the date hereof, by and among the Borrower, the Subsidiary Guarantors, and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the “**Security Agreement**”).

D. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantors have agreed to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors jointly and severally hereby absolutely, unconditionally and irrevocably agree with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property”** shall mean all of the rights, title and interests of the Grantors in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including all of its trademarks and all trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantors connected with the use of, or otherwise symbolized by, each Mark (including each trademark and trademark license), Patent, Patent license, Copyright and Copyright License;

(v) all Trade Secret Rights, all Works, Imprints, Manuscripts, URLs and all other Intellectual Property; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantors against third parties for past, present or future (A) infringement or dilution of any Mark, including any trademark or trademark licensed under any trademark license, (B) injury to any goodwill associated with any Mark, including any trademark or any trademark licensed under any trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license, or (G) violation of any Trade Secret Rights or any other Intellectual Property.

(b) **“Credit Agreement”** and **“Security Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(c) **“Obligations”** shall mean any and all of the Secured Obligations and Guaranteed Obligations (each as is defined in the Credit Agreement).

(d) **“UCC”** shall mean the Uniform Commercial Code, as enacted and in effect from time to time in The Commonwealth of Massachusetts.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC, to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement,

restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.**

(a) To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantors hereby grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantors to, in and under all of the Intellectual Property.

(b) Without limiting the generality of the foregoing, the security interest and Lien granted pursuant to paragraph (a) above shall not attach to any United States Mark application that has been filed on an "intent to use" basis with the United States Patent and Trademark Office until such time as an allegation of use is filed with the United States Patent and Trademark Office with respect to such Mark application, at which time such security interest and Lien shall automatically attach to such Mark application pursuant to the terms of this Intellectual Property Security Agreement and the Security Agreement. To the extent such attachment does not occur automatically by operation of law or by the terms of the Security Agreement or this Intellectual Property Security Agreement, the Grantors shall provide all assistance and cooperation reasonably requested by the Administrative Agent to effectuate such attachment and record such security interest and Lien with the United States Patent and Trademark Office.

3. **Representations and Warranties.** The Grantors represent and warrant to the Administrative Agent that, as of the Closing Date, the Grantors do not have any ownership interest in, or title to, any registered Mark, Mark application, Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Administrative Agent on, the Grantors' Marks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantors.

4. **Security Agreement.** The security interests and Liens granted by the Grantors to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantors to the Administrative Agent pursuant to the Security Agreement. The Grantors and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be

treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

5. **Additional Grantors.** Additional Subsidiaries of the Borrower (“**Additional Grantors**”) may from time to time hereafter become parties to and bound by this Intellectual Property Security Agreement by executing a counterpart hereof, or (alternatively) by executing a supplement to this Agreement or a joinder agreement, (in each case) in form and substance reasonably satisfactory to the Administrative Agent, and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery of this Agreement by any Additional Grantor, such Additional Grantor shall be deemed to have made the representations and warranties set forth in this Agreement, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Agreement as of the date hereof, and the Administrative Agent shall be entitled to all of the benefits of such Additional Grantor’s Obligations hereunder.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantors for liquidation or reorganization, should the Grantors 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 the Grantors’ 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, 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 shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, 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 hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any 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 given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Termination.** Subject always to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantors, promptly execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the termination of the security interest in and

Lien upon all of the rights, title and interests of the Grantors to, in and under all of the Intellectual Property created hereby.

9. **Choice of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. THE ADMINISTRATIVE AGENT AND EACH OF THE GRANTORS ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR FINANCING DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER FINANCING DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 12.09 OR SECTION 12.10 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

10. **Expenses.** In the event that the Grantors shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Financing Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantors, and the Grantors shall reimburse the Lenders for all of the reasonable costs and expenses thereof on demand by the Administrative Agent.

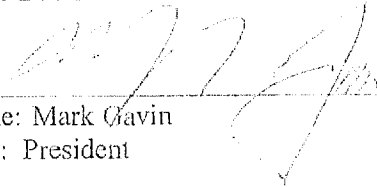
11. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document shall be as effective as delivery of manually executed counterparts of this Intellectual Property Security Agreement.

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IN WITNESS WHEREOF, the Grantors have caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

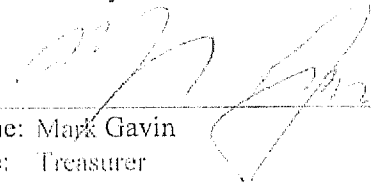
BORROWER:

NEW CHAPTER, INC.
as the Borrower and a Grantor

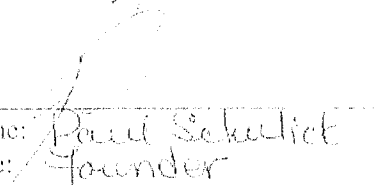
By: 
Name: Mark Gavin
Title: President

SUBSIDIARY GUARANTORS:

NEW CHARTER DISTRIBUTION, INC.
as a Subsidiary Guarantor and a Grantor

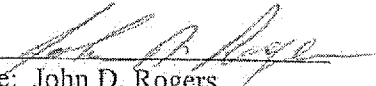
By: 
Name: Mark Gavin
Title: Treasurer

NATURE'S INSIGHT, INC.
as a Subsidiary Guarantor and a Grantor

By: 
Name: Paul Schlicht
Title: Founder

ADMINISTRATIVE AGENT:

BROWN BROTHERS HARRIMAN & CO.
as Administrative Agent

By: 

Name: John D. Rogers

Title: Senior Vice President

**SCHEDULES TO
IP SECURITY AGREEMENT**

[Signature Page to Perfection Certificate]

**TRADEMARK
REEL: 003997 FRAME: 0946**

SCHEDULE I
TRADEMARKS; TRADEMARK LICENSES

[All of the Borrower's or Subsidiaries' Marks, including all of its trademarks and all trademark licenses to which it is a party].

See Attached.

Schedule I – Trademarks

New Chapter, Inc.


United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|----------------------|---|--|-------------------|---|
| DAILY GINGER® | Dietary supplement, namely herbal tinctures and capsules containing ginger, in Int'l Class 05 | 1,941,863 (December 12, 1995) | New Chapter, Inc. | • Renewed • Sections 8 & 9 Renewal due <u>12/12/15</u> |
| GINGER WONDER SYRUP® | Concentrated ginger and honey syrup, in Int'l Class 30 | 1,908,690 (August 1, 1995) | New Chapter, Inc. | • Renewed • Sections 8 & 9 Renewal due <u>8/1/15</u> |
| ALL-FLORA® | Food supplements, in Int'l Class 05 | 1,897,277 (June 6, 1995) | New Chapter, Inc. | • Renewed • Sections 8 & 9 Renewal due <u>6/6/15</u> |
| LIFE-SHIELD® | Nutritional/dietary food Supplements, in Int'l Class 05 | 1,848,485 (August 9, 1994) | New Chapter, Inc. | • Renewed • Sections 8 & 9 Renewal due <u>8/9/14</u> |
| NEW CHAPTER® | Food supplements, in Int'l Class 05 | 1,828,013 (March 29, 1994) | New Chapter, Inc. | • Renewed • Sections 8 & 9 Renewal due <u>3/29/14</u> |
| EVERY MAN® | Food supplements, in Int'l Class 05 | 1,828,014 (March 29, 1994) | New Chapter, Inc. | • Renewed • Sections 8 & 9 Renewal due <u>3/29/14</u> |

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New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|--|--|---|-------------------|---|
| EVERY WOMAN® | Dietary supplements, namely tablets containing vitamins, minerals, herbs and food supplements, in Int'l Class 05 | 1,985,716 (July 9, 1996) | New Chapter, Inc. | <ul style="list-style-type: none"> • Renewed • Sections 8 & 9 Renewal due <u>7/9/16</u> |
| NEUROZYME® | Food, dietary and nutritional supplements, in Int'l Class 05 | 2,436,785 (March 20, 2001) | New Chapter, Inc. | <ul style="list-style-type: none"> • Renewed • Sections 8 & 9 Renewal due <u>3/20/11</u> |
| ESTROTONE® | Dietary and nutritional supplements, in Int'l Class 05 | 2,441,616 (April 3, 2001) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 9 Renewal due <u>4/3/11</u> |
| BROCCOLIVE  | Dietary and food supplements containing broccoli sprouts, in Int'l Class 05 | 2,339,160 (April 4, 2000) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 9 Renewal due <u>4/4/10</u> • Mark currently used in different form. May file new application |
| PROSTATE 5LX® | Dietary and nutritional supplements, in Int'l Class 05 | 2,483,381 (August 28, 2001) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 9 Renewal due on <u>8/28/11</u> |

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|-----------------------|---|--|-------------------|---|
| BERRY GREEN® | Soft drink powder, in Int'l Class 32 | 2,904,014 (November 16, 2004) | New Chapter, Inc. | • Registered • Sections 8 & 15 Declaration due <u>11/16/10</u> |
| VOLCANIC ORGANIC® | Dietary supplements, dietary supplement tonics, and dietary supplements comprising mushrooms, in Int'l Class 05 | 2,833,159 (April 13, 2004) | New Chapter, Inc. | • Registered • Sections 8 & 9 Renewal due <u>4/13/14</u> |
| ZYFLAMEND® | Food, dietary and nutritional supplements, in Int'l Class 05 | 2,598,653 (July 23, 2002) | New Chapter, Inc. | • Registered • Sections 8 & 9 Renewal due <u>7/23/12</u> |
| ZYFLAMEND® | Cosmetics, namely skin lotion and skin cream, in Int'l Class 03 | 2,511,145 (November 20, 2001) | New Chapter, Inc. | • Registered • Sections 8 & 9 Renewal App due <u>11/20/11</u> |
| NEW CHAPTER ORGANICS® | Dietary and nutritional supplements, in Int'l Class 05 | 3,069,336 (March 14, 2006) | New Chapter, Inc. | • Registered • Sections 8 & 15 Declaration due <u>3/14/12</u> |
| LIFE SUSTAINING LIFE® | Dietary supplements and dietary supplement tonics, in Int'l Class 05 | 3,032,884 (December 20, 2005) | New Chapter, Inc. | • Registered • Sections 8 & 15 Declaration due <u>12/20/11</u> |

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|-----------------|--|--|-------------------|--|
| SMOKESHIELD® | Vitamins and dietary supplements, in Int'l Class 05 | 3,129,609 (August 15, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>8/15/12</u> |
| LYCOPOM® | Vitamins and dietary supplements, in Int'l Class 05 | 3,188,246 (December 19, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/19/16</u> |
| MYCOMEND® | Vitamins and dietary supplements, in Int'l Class 05 | 3,217,793 (March 13, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>3/13/12</u> |
| LIVER FORCE® | Vitamins and dietary supplements, in Int'l Class 05 | 3,233,018 (April 24, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>4/24/13</u> |
| CINNAMON FORCE® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,264,205 (July 17, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>7/17/13</u> |

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|---------------------|--|---|-------------------|---|
| TURMERIC FORCE® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,264,206 (July 17, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>7/17/13</u> |
| PERFECT PRENATAL® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,267,649 (July 24, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>7/24/13</u> |
| GINGER FORCE® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,306,380 (October 9, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>10/9/13</u> |
| RHODIOLA FORCE® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,306,381 (October 9, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>10/9/13</u> |
| HEADACHE TAKE CARE® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,306,132 (October 9, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>10/9/13</u> |

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|------------------------------|--|---|-------------------|--|
| BLOOD PRESSURE TAKE CARE® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,356,977 (December 18, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/18/13</u> |
| SINUS TAKE CARE® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,356,975 (December 18, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/18/13</u> |
| STRESS TAKE CARE® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,356,976 (December 18, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/18/13</u> |
| MOOD TAKE CARE® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,356,974 (December 18, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/18/13</u> |
| NEW CHAPTER® | Nutritional drinks and drink mixes for use as a meal replacer and nutritional supplement; and herbal teas for medicinal purposes, in Int'l Class 05 | 3,410,439 (April 8, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>4/8/14</u> |

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New Chapter, Inc.


United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|---------------------------|--|--|---|--|
| BONE STRENGTH TAKE CARE® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,422,013 (May 6, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>5/6/14</u> |
| BLOCKADE® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,427,850 (May 13, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>5/13/14</u> |
| NEW CHARTER DISTRIBUTION® | Distributorship services featuring vitamins and dietary and nutritional supplements; retail store services provided via the Internet, television and mail order featuring vitamins and nutritional and dietary supplements, in Int'l Class 035 | 3,489,899 (August 19, 2008) | New Chapter, Inc. (New Charter Distribution, Inc.) | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>8/19/14</u> |
| THE WHOLE TRUTH® | Vitamins; dietary and nutritional supplements, in Int'l Class 05 | 3,535,154 (November 18, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>11/18/14</u> |
| EVERYKID® | Vitamins; dietary and nutritional supplements, in Int'l Class 05 | 3,544,965 (December 9, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/9/14</u> |

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New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|---|--|--|-------------------|--|
|  | Vitamins; dietary and nutritional supplements, in Int'l Class 05 | 3,544,969 (December 9, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/9/14</u> |
| IMMUNITY TAKE CARE® | Vitamins; dietary and nutritional supplements, in Int'l Class 05 | 3,551,554 (December 23, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/23/14</u> |
| SEEK THE TRUTH® | Vitamins; dietary and nutritional supplements, in Int'l Class 05 | 3,551,583 (December 23, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/23/14</u> |
| PURPLE LOVES GREEN® | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 3,595,258 (March 24, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>3/24/15</u> |
| URINARY TRACT TAKE CARE® | Vitamins; dietary and nutritional supplements, in Int'l Class 05 | 3,600,006 (March 31, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>3/31/15</u> |

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New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|----------------------|--|---|--------------------------------|--|
| CANDIDA TAKE CARE® | Vitamins; dietary and nutritional supplements, in Int'l Class 05 | 3,604,146 (April 7, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due 4/7/15 |
| HISTAMINE TAKE CARE® | Vitamins; dietary and nutritional supplements, in Int'l Class 05 | 3,604,145 (April 7, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due 4/7/15 |
| TEA FORCE™ | Vitamins; nutritional and dietary supplements, in Int'l Class 05 | 77/121,919 (March 5, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 2nd RQ Ext due 5/20/09 • SOU filed on 4/22/09 and pending with PTO |
| DART IMMUNE™ | Vitamins; dietary and nutritional supplements, in Int'l Class 05 | 77/565,822 (September 9, 2008) | New Chapter, Inc. (NewMark) | <ul style="list-style-type: none"> • Published for opposition on 2/24/2009 |
| DART CANDIDA™ | Vitamins; dietary and nutritional supplements, in Int'l Class 05 | 77/565,858 (September 9, 2008) | New Chapter, Inc. (NewMark) | <ul style="list-style-type: none"> • Published for opposition on 2/24/2009 |

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|------------------------|--|--|-------------------|--|
| WHOLEMEGA™ | Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU) | 77/003,049 (September 20, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 3d RQ Ext due <u>7/24/09</u> |
| CONSCIOUS NOURISHMENT™ | Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU) | 77/000,334 (September 15, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 4th RQ Ext due <u>7/24/09</u> |
| SUPPLEMENTAL FOOD™ | Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU) | 77/000,342 (September 15, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 3d RQ Ext due <u>7/29/09</u> |
| MATEFORCE™ | Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU) | 77/526,309 (July 18, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 1st RQ Ext due <u>7/13/09</u> |
| CHOLESTEROL TAKE CARE™ | Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU) | 77/392,009 (February 8, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 2d RQ Ext due <u>9/23/09</u> |
| JOINT TAKE CARE™ | Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU) | 77/392,004 (February 8, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 2d RQ Ext due <u>9/23/09</u> |
| CARDIO TAKE CARE™ | Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU) | 77/391,997 (February 8, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 2d RQ Ext due <u>9/23/09</u> |
| PROSTATE TAKE CARE™ | Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU) | 77/391,990 (February 8, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 2d RQ Ext due <u>9/23/09</u> |

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|-------------------------|--|---|-------------------|--|
| EVERYONE™ | Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU) | 77/276,164 (September 11, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 3d RQ Ext due <u>10/15/09</u> |
| EVERYONE ^{STM} | Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU) | 77/276,157 (September 11, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 3d RQ Ext due <u>10/15/09</u> |
| BLOOD SUGAR TAKE CARE™ | Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU) | 77/246,169 (August 3, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 3rd RQ Ext due <u>11/20/09</u> |
| BONESHIELD™ | Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU) | 77/653,545 (January 21, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> • Published for opposition on 4/15/2009 |
| MOMEGA™ | Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU) | 77/009,239 (September 28, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Suspended on 2/6/07 pending final disposition of 78/549,077 |
| TAKE CARE™ | Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU) | 77/713,162 (April 14, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> • Awaiting initial response |

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New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|-------------------------|--|---|-------------------|---|
| BONTANI-CAL COMPLEX™ | Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU) | 77/318,190 (October 31, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • 2d Office Action issued 10/9/08 • Response to 2d OA due on or before 4/9/09 • Client instructs abandonment on 2/23/09 |
| PERFECT EARS™ | Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU) | 77/125,237 (March 8, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 2st RQ Ext due 5/27/09 • Client instructs abandonment on 11/25/08 |
| VAGINAL TAKE CARE™ | Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU) | 77/092,270 (January 26, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 3rd RQ Ext due 4/16/09 • Client instructs abandonment on 3/27/09 |

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New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

| Trademark | Goods/Services (Int'l Cl. No.) | Serial No./Registration No. (Filing/Registration Date) | Owner | Status |
|-------------------------|--|--|-------------------|---|
| PERFECT PREBIOTIC™ | Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU) | 77/246,179 (August 3, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed • SOU or 2nd RQ Ext due 5/20/09 • Client instructs abandonment on 4/20/09 |
| SUPERCRITICAL PHARMACY® | Food, dietary and nutritional supplements, in Int'l Class 05 | 2,672,728 (January 7, 2003) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due 1/7/09 (7/7/09, including grace period) • Client instructs cancellation on 7/9/08 |

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

| Mark | Int'l Cl. | Country | Serial No./Registration No. (Filing/Issue Date) | Owner of Record | Status |
|-------------------------|-----------------|---------------------------------|--|-------------------|--|
| NEWCHAPTER and Design® | 1, 3, 5, 29, 30 | France | 03 03211852 (February 18, 2003) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 2/18/13 |
| NEWCHAPTER and Design® | 1, 3, 5, 29, 30 | United Kingdom | 2322439 (February 1, 2003) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 1/2/13 |
| NEW CHAPTER and Design® | 1, 3, 5, 29, 30 | Ireland | 228269 (June 23, 2003) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 6/23/13 |
| ZYFLAMEND® | 5 | International Register (DE, BX) | 736417 (June 8, 2000) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 6/8/10 |
| ESTROTONE® | 5 | International Register (DE, BX) | 735950 (June 8, 2000) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 6/8/10 |
| ESTROTONE® | 5 | Switzerland | 473218 (June 8, 2000) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 2/24/10 |
| ZYFLAMEND® | 5 | Switzerland | 473217 (February 24, 2000) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 2/24/10 |
| NEW CHAPTER® | 5, 29, 30 | European Community | 005473178 (February 19, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 11/15/16 |

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

| Mark | Int'l Cl. | Country | Serial No./Registration No. (Filing/Issue Date) | Owner of Record | Status |
|--------------|------------------|--------------------|--|------------------------|---|
| ZYFLAMEND® | 5 | European Community | 002955904 (September 14, 2004) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 12/9/12 |
| ZYFLAMEND® | 5, 29, 30 | European Community | 005473087 (November 15, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 11/15/16 |
| SMOKESHIELD™ | 5 | European Community | 81271983 (February 26, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> • To be published for opposition |
| NEW CHAPTER® | 5 | S. Korea | 40-0726562 (October 24, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 10/24/17 |
| NEW CHAPTER® | 29 | S. Korea | 40-0726556 (October 24, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 10/24/17 |
| NEW CHAPTER® | 30 | S. Korea | 40-0736937 (February 12, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 2/12/18 |
| ZYFLAMEND® | 5 | S. Korea | 40-0582390 (May 12, 2004) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 5/12/14 |
| ZYFLAMEND® | 29 | S. Korea | 40-0726564 (October 24, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 10/24/17 |

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

| Mark | Int'l Cl. | Country | Serial No./Registration No. (Filing/Issue Date) | Owner of Record | Status |
|-----------------------|------------------|----------------|--|------------------------|--|
| ZYFLAMEND® | 30 | S. Korea | 40-0736937 (February 12, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 2/12/18 |
| NEW CHAPTER ORGANICS® | 5 | S. Korea | 40-0740934 (March 18, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 3/18/18 |
| NEW CHAPTER ORGANICS® | 29 | S. Korea | 40-2007-0013492 (March 13, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 7/1/18 |
| NEW CHAPTER ORGANICS® | 30 | S. Korea | 40-0740935 (March 18, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 3/18/18 |
| ZYFLAMEND® | 5 | Japan | 4658128 (April 4, 2003) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 4/4/13 |
| NEW CHAPTER® | 5 | Japan | 4658125 (April 4, 2003) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 4/4/13 |
| SMOKESHIELD® | 5 | Japan | 4658126 (April 4, 2003) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 4/4/13 |
| NEW CHAPTER® | 29 | Japan | 5090042 (November 9, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 11/9/17 |

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

| Mark | Int'l Cl. | Country | Serial No./Registration No. (Filing/Issue Date) | Owner of Record | Status |
|--------------|-----------|-----------|--|-------------------|---|
| NEW CHAPTER® | 30 | Japan | 5098147 (December 14, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 12/14/17 |
| ZYFLAMEND® | 29 | Japan | 5090041 (November 9, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 11/9/17 |
| ZYFLAMEND® | 30 | Japan | 5098146 (December 14, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 12/14/17 |
| NEW CHAPTER® | 32 | Taiwan | 01278229 (November 22, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 8/31/17 |
| NEW CHAPTER® | 5 | Taiwan | 01279341 (September 15, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 9/15/17 |
| ZYFLAMEND® | 5 | Taiwan | 01069513 (December 1, 2003) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 11/30/13 |
| ZYFLAMEND® | 32 | Taiwan | 01278230 (September 1, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 8/31/17 |
| NEW CHAPTER® | 5, 29, 30 | Hong Kong | 300763452 (November 20, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on 11/19/16 |

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

| Mark | Int'l Cl. | Country | Serial No./Registration No. (Filing/Issue Date) | Owner of Record | Status |
|---------------|------------------|----------------|--|------------------------|---|
| ZYFLAMEND® | 5, 29, 30 | Hong Kong | 300763443 (November 20, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on 11/19/16 |
| SMOKESHIELD® | 5 | Hong Kong | 301040985 (January 28, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on 1/27/18 |
| ZYFLAMEND® | 5 | China | 3439089 (October 14, 2003) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 10/13/13 |
| ZYFLAMEND™ | 30 | China | 5729051 (November 17, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Notice of Correction issued • FA Instructed and response filed |
| SMOKE SHIELD™ | 5 | China | 4996373 (November 11, 2005) | New Chapter, Inc. | <ul style="list-style-type: none"> • Office Action issued 12/1/08 • Appeal filed 12/19/08 and pending |
| NEW CHAPTER® | [5, 29, 30] | Canada | TMA 702,848 (December 11, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 12/11/22 |
| ZYFLAMEND® | [5, 29, 30] | Canada | TMA 703,370 (December 18, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 12/18/22 |

New Chapter, Inc.

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| Mark | Int'l Cl. | Country | Serial No./Registration No. (Filing/Issue Date) | Owner of Record | Status |
|------------------------|-----------|---------|--|-------------------|--|
| TURMERIC FORCE® | [5] | Canada | TMA 702,130 (November 30, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due 11/30/22 |
| CINNAMON FORCE® | [5] | Canada | TMA 700,546 (November 9, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on 11/9/22 |
| SMOKESHIELD® | [5] | Canada | TMA 718,133 (July 9, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on 7/9/23 |
| MULTI FOR 2® | [5] | Canada | TMA 727,300 (October 29, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on 10/29/23 |
| MULTI FOR TWO® | [5] | Canada | TMA 727,293 (October 29, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on 10/29/23 |
| PURPLE LOVES GREEN™ | [5] | Canada | 1,318,276 (September 28, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed for Registration • Declaration of Use due before September 28, 2009 |
| WHOLEMEGA™ | [5] | Canada | 1,318,578 (October 2, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed for Registration • Declaration of Use due before October 2, 2009 |

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

| Mark | Int'l Cl. | Country | Serial No./Registration No. (Filing/Issue Date) | Owner of Record | Status |
|-----------------------|-----------|---------|--|-------------------|---|
| CHEWABLE CHILDREN™ | [5] | Canada | 1,318,576 (September 28, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed for Registration • Declaration of Use due before October 2, 2009 |
| FLORALL™ | [5] | Canada | 1,350,091 (June 4, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed for Registration • Declaration of Use due before June 4, 2010 |
| FlorALL™ | [5] | Canada | 1,350,090 (June 4, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed for Registration • Declaration of Use due before June 4, 2010 |
| KINDER CARE™ | [5] | Canada | 1,371,534 (November 13, 2007) | New Chapter, Inc. | <ul style="list-style-type: none"> • Allowed for Registration • Declaration of Use due before Nov. 13, 2010 |
| MOMEGA™ | [5] | Canada | 1,318,576 (October 2, 2006) | New Chapter, Inc. | <ul style="list-style-type: none"> • Office Action Issued • OA Response filed in December 2008 and pending with CIPO |

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

| Mark | Int'l Cl. | Country | Serial No./Registration No. (Filing/Issue Date) | Owner of Record | Status |
|--------------|-----------|-------------|--|-------------------|---|
| NEW CHAPTER® | 5 | Costa Rica | 174240 (May 9, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on May 9, 2018 |
| NEW CHAPTER® | 29 | Costa Rica | 174241 (May 9, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on May 9, 2018 |
| NEW CHAPTER® | 30 | Costa Rica | 174988 (May 16, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on May 16, 2018 |
| ZYFLAMEND® | 5 | Costa Rica | 174669 (May 16, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on May 16, 2018 |
| ZYFLAMEND® | 29 | Costa Rica | 174670 (May 16, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on May 16, 2018 |
| ZYFLAMEND® | 30 | Costa Rica | 178608 (August 11, 2008) | New Chapter, Inc. | <ul style="list-style-type: none"> • Registered • Renewal due on August 11, 2018 |
| NEW CHAPTER™ | 5 | Australia | 1289814 (March 16, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> • Awaiting initial response |
| ZYFLAMEND™ | 5 | Australia | 1289815 (March 16, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> • Awaiting initial response |
| NEW CHAPTER™ | 5 | New Zealand | 803638 (March 13, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> • Published on April 30, 2009 (3 mo. period) |

New Chapter, Inc.

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| Mark | Int'l Cl. | Country | Serial No./Registration No. (Filing/Issue Date) | Owner of Record | Status |
|---------------|-----------|-------------|--|-------------------|--|
| ZYFLAMEND™ | 5 | New Zealand | 803637 (March 13, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> Published on April 30, 2009 (3 mo. period) |
| NEW CHAPTER™ | 5 | Thailand | 724544 (March 16, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> Awaiting initial response |
| ZYFLAMEND™ | 5 | Thailand | 724545 (March 16, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> Awaiting initial response |
| NEW CHAPTER™ | 5, 29, 30 | Singapore | T09027901 (March 17, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> Awaiting initial response |
| ZYFLAMEND™ | 5, 29, 30 | Singapore | T09027901 (March 17, 2009) | New Chapter, Inc. | <ul style="list-style-type: none"> Awaiting initial response |
| NEW CHAPTER™ | 5 | Malaysia | (March 16, 2009) 09004122 | New Chapter, Inc. | <ul style="list-style-type: none"> Awaiting initial response |
| ZYFLAMEND™ | 5 | Malaysia | (March 16, 2009) 09004123 | New Chapter, Inc. | <ul style="list-style-type: none"> Awaiting initial response |
| ALLFLORA® | 5 | Japan | 4658130 (April 4, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> Registered Renewal due 4/4/13 |
| TUMERICFORCE® | 5 | Japan | 4716391 (October 10, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> Registered Renewal due 10/10/13 |

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

| Mark | Int'l Cl. | Country | Serial No./Registration No. (Filing/Issue Date) | Owner of Record | Status |
|-----------------|-----------|---------|--|-----------------|--|
| GINGERFORCE® | 5 | Japan | 4716392 (October 10, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> Registered Renewal due 10/10/13 |
| TRANQUILNITE® | 5 | Japan | 4658127 (April 4, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> Registered Renewal due 4/4/13 |
| STRESS SUPPORT® | 5 | Japan | 4658129 (April 4, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> Registered Renewal due 4/4/13 |
| BREAST BASICS® | 5 | Japan | 4708510 (September 12, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> Registered Renewal due 9/12/13 |
| ONE MAN® | 5 | Japan | 4716393 (October 10, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> Registered Renewal due 10/10/13 |
| LIFE FORCE® | 5 | Japan | 4742013 (January 23, 2004) | Noosphere, LLC* | <ul style="list-style-type: none"> Registered Renewal due 1/23/14 |
| HOLY BASIL® | 5 | Japan | 4658131 (April 4, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> Registered Renewal due 4/4/13 |
| ALCOHOL SHIELD® | 5 | Japan | 4658132 (April 4, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> Registered Renewal due 4/4/13 |

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

| Mark | Int'l Cl. | Country | Serial No./Registration No. (Filing/Issue Date) | Owner of Record | Status |
|---------------------------|-----------|---------|--|-----------------|--|
| ALL MAN® | 5 | Japan | 4732467 (December 12, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> • Registered • Renewal due 12/12/13 |
| ALL WOMAN® | 5 | Japan | 4708511 (September 12, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> • Registered • Renewal due 9/12/13 |
| SMOG GUARD® | 5 | Japan | 4694005 (July 25, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> • Registered • Renewal due 7/25/13 |
| SMOG GUARD® (Katakana) | 5 | Japan | 4702425 (August 22, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> • Registered • Renewal due 8/22/13 |
| SMOG SHIELD® | 5 | Japan | 4694006 (July 25, 2003) | Noosphere, LLC* | <ul style="list-style-type: none"> • Registered • Renewal due 7/25/13 |

* Assignment from Noosphere, LLC to New Chapter, Inc. not recorded with Japanese Patent Office

**SCHEDULE II
PATENTS; PATENT LICENSES**

[All of the Borrower's or Subsidiaries' Patents and all Patent licenses to which it is a party].

See Attached.

New Chapter Inc.
SmokeShield® U.S. Patents

| Patent No. (Nath Ref.) | Issue Date | Expiration Date | Subject Matter | Assignment Information |
|---------------------------|------------|--------------------|---|---|
| 7,041,321 | 05/09/2006 | 01/22/2022 | Dual extraction method | Recorded: 07/12/2004 Reel: 014844 Frame: 0451 (from parent case) |
| 6,982,099 | 01/03/2006 | 01/30/2022 | Method for effecting smoke detoxification | Recorded: 07/12/2004 Reel: 014844 Frame: 0451 (from parent case) |
| 6,827,951 | 12/07/2004 | 01/30/2022 | Composition for effecting smoke detoxification in a patient comprising extracts of turmeric | Recorded: 07/12/2004 Reel: 014844 Frame: 0451 |

New Chapter Inc.
Foreign Patent Applications Related to SmokeShield® Product

| Patent Application No. | Country | Subject Matter |
|-------------------------------------|-----------|---|
| 2002235480 | Australia | Composition and method for smoke detoxification |
| Australian Patent No. 2002235480 | | |
| 2,437,731 | Canada | Composition and method for smoke detoxification |
| 02804729.5 | China | Composition and method for smoke detoxification |
| 200510106326.3 | China | Dual Extraction Method |
| 02702095.7 | Europe | Composition and method for smoke detoxification |
| 04103803.7 | Hong Kong | Composition and method for smoke detoxification |
| Hong Kong Patent No. HK1060834 | | |
| 2002-563787 | Japan | Composition and method for smoke detoxification |

| Patent Application No. | Country | Subject Matter |
|--|-------------|---|
| 10-2003-7010455 | South Korea | Composition and method for smoke detoxification |
| 200304551-5 Singapore Patent No. 98770 | Singapore | Composition and method for smoke detoxification |
| 91102519 | Taiwan | Composition and method for smoke detoxification |

New Chapter Inc.

U.S. Patent Applications Related to Zyflamend® Product

| Patent Application Serial No. | Filing Date | Inventors | Subject Matter | Assignment Information |
|-------------------------------|-------------|---|--|---|
| 11/225,895 (25356U) | 09/14/2005 | Thomas Newmark Mladen Golubic Paul Schulick | Treating glioblastoma with herbal compositions | Recorded: 12/29/05 To New Chapter: Reel: 017150 Frame: 0959 To Cleveland Clinic: Reel: 017150 Frame: 0969 |

| Patent Application Serial No. | Filing Date | Inventors | Subject Matter | Assignment Information |
|-------------------------------|-------------|--|--|--|
| 11/452,246 (26831U) | 06/14/2006 | Thomas Newmark Paul Schulick Robert Newman B. Aggarwal | Treating various cancers by modulation of NF-(kappa)B | Recorded: 11/21/06 To New Chapter: Reel: 018546 Frame: 0234 To MD Anderson: Reel: 018561 Frame: 0929 Filed |
| 11/979,779 (27784U) | 11/08/2007 | Thomas Newmark Robert Newman Peiyang Yang Paul Schulick | Methods of treating oral cancers with herbal compositions | |
| 12/318,388 (25826Y2) | 12/29/2008 | Thomas Newmark Paul Schulick Aaron Katz | Method for treating prostate cancer with herbal compositions | Recorded: 05/14/2004 Reel: 014633 Frame: 0504 (from parent case) |

| Patent Application Serial No. | Filing Date | Inventors | Subject Matter | Assignment Information |
|-------------------------------|-------------|---|---|---|
| 12/318,389 (26831Y) | 12/29/2008 | Thomas Newmark Paul Schulick Robert Newman B. Aggarwal | Treating various cancers by modulation of NF-(kappa)B | Recorded: 11/21/06 To New Chapter: Reel: 018546 Frame: 0234 To MDAnderson: Reel: 018561 Frame: 0929 (from parent case) |

New Chapter Inc.
U.S. Patents Related to Zyflamend® Product

| Patent No. (Nath Ref.) | Issue Date | Expiration Date | Subject Matter | Assignment Information |
|---------------------------|------------|--------------------|---|---|
| 7,470,440 | 12/30/2008 | 12/03/2023 | Methods for treating prostate cancer with herbal compositions | Recorded: 05/14/2004 Reel: 014633 Frame: 0504 |
| 7,070,816 | 07/04/2006 | 12/03/2023 | Methods of treating P.I.N. using herbal compositions | Recorded: 05/14/2004 Reel: 014633 Frame: 0485 |
| 7,067,159 | 06/27/2006 | 12/03/2023 | Methods of treating prostate cancer using herbal compositions | Recorded: 05/14/2004 Reel: 014633 Frame: 0504 |
| 6,387,416 | 05/14/2002 | 04/05/2021 | Anti-inflammatory herbal compositions | Recorded: 12/21/2001 Reel: 012391 Frame: 0069 |

| Patent No. (Nath Ref.) | Issue Date | Expiration Date | Subject Matter | Assignment Information |
|---------------------------|------------|--------------------|---|---|
| 6,264,995 | 07/24/2001 | 02/25/2020 | Herbal compositions for reducing inflammation and methods of using herbal compositions | Recorded: 12/21/2001 Reel: 012391 Frame: 0069 |

New Chapter Inc.
Foreign Patent Applications Related to Zylfamend® Product

| Patent Application No. | Country | Subject Matter |
|--|-------------|--|
| 2002257094 Australian Patent No.: 2002257094 | Australia | Improved anti- inflammatory herbal composition and method of use |
| 2,442,964 | Canada | Improved anti- inflammatory herbal composition and method of use |
| 02807688.5 Chinese Patent No. ZL0287688.5 | China | Improved anti- inflammatory herbal composition and method of use |
| 02726677.4 | Europe | Improved anti- inflammatory herbal composition and method of use |
| 04107127.7 | Hong Kong | Improved anti- inflammatory herbal composition and method of use |
| 2002-578730 | Japan | Improved anti- inflammatory herbal composition and method of use |
| 10-2003-7012973 | South Korea | Improved anti- inflammatory herbal composition and method of use |
| 200305310-5 | Singapore | Improved anti- inflammatory herbal composition and method of use |
| 2004296183 | Australia | Methods for treating prostate cancer with herbal compositions |
| PI0417240-0 | Brazil | Methods for treating prostate cancer with herbal compositions |
| 2,547,783 | Canada | Methods for treating prostate cancer with herbal compositions |

| Patent Application No. | Country | Subject Matter |
|------------------------|-------------|--|
| 200480036194.5 | China | Methods for treating prostate cancer with herbal compositions |
| 04812978.7 | Europe | Methods for treating prostate cancer with herbal compositions |
| | Hong Kong | Methods for treating prostate cancer with herbal compositions |
| 2006-542799 | Japan | Methods for treating prostate cancer with herbal compositions |
| 10-2006-7013557 | Korea | Methods for treating prostate cancer with herbal compositions |
| PA/A/2006/006433 | Mexico | Methods for treating prostate cancer with herbal compositions |
| 548276 | New Zealand | Methods for treating prostate cancer with herbal compositions |
| 200704054-6 | Russia | Methods for treating prostate cancer with herbal compositions |
| 200603728-7 | Singapore | Methods for treating prostate cancer with herbal compositions |
| 2004296187 | Australia | Methods for treating prostatic intra-epithelial neoplasia with herbal compositions |
| PI0417256-6 | Brazil | Methods for treating prostatic intra-epithelial neoplasia with herbal compositions |
| 2,547,784 | Canada | Methods for treating prostatic intra-epithelial neoplasia with herbal compositions |

| Patent Application No. | Country | Subject Matter |
|------------------------|-------------|--|
| 200480036182.2 | China | Methods for treating prostatic intra-epithelial neoplasia with herbal compositions |
| 04812987.8 | Europe | Methods for treating prostatic intra-epithelial neoplasia with herbal compositions |
| | Hong Kong | Methods for treating prostatic intra-epithelial neoplasia with herbal compositions |
| 2006542805 | Japan | Methods for treating prostatic intra-epithelial neoplasia with herbal compositions |
| 10-2006-7013564 | Korea | Methods for treating prostatic intra-epithelial neoplasia with herbal compositions |
| PA/A/2006/006432 | Mexico | Methods for treating prostatic intra-epithelial neoplasia with herbal compositions |
| 548277 | New Zealand | Methods for treating prostatic intra-epithelial neoplasia with herbal compositions |
| 2006123949 | Russia | Methods for treating prostatic intra-epithelial neoplasia with herbal compositions |
| 200704052-0 | Singapore | Methods for treating prostatic intra-epithelial neoplasia with herbal compositions |
| 2006259517 | Australia | Methods for Modulating Eicosanoid Metabolism |

| Patent Application No. | Country | Subject Matter |
|------------------------|-------------|--|
| 0611848-8 | Brazil | Methods for Modulating Eicosanoid Metabolism |
| 2,612,048 | Canada | Methods for Modulating Eicosanoid Metabolism |
| 200680028915.7 | China | Methods for Modulating Eicosanoid Metabolism |
| 06773021.8 | Europe | Methods for Modulating Eicosanoid Metabolism |
| 2008-517012 | Japan | Methods for Modulating Eicosanoid Metabolism |
| 10-2008-7000963 | Korea | Methods for Modulating Eicosanoid Metabolism |
| MX/a/2007/016052 | Mexico | Methods for Modulating Eicosanoid Metabolism |
| 564953 | New Zealand | Methods for Modulating Eicosanoid Metabolism |
| 2007148073 | Russia | Methods for Modulating Eicosanoid Metabolism |
| 200718737-0 | Singapore | Methods for Modulating Eicosanoid Metabolism |

**SCHEDULE III
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[None.]