

TO: JODY L. BURTNER, SENIOR PARALEGAL COMPANY: P.O. BOX 488

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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06/16/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDED AND RESTATED NOTICE RELATING TO GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALOEBIOTICS RESEARCH LABS, INC.		05/21/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MELLON BANK N.A. AND ELIZABETH ST CLAIR HURTT, TRUSTEES, UNDER DEED OF TRUST OF WILLIAM C. HURTT DATED FEBRUARY 6, 1988 FOR THE BENEFIT OF ELEANOR ST CLAIR HURTT - FUND A - 2 - GST NON-EXEMPT TRUST		
Street Address:	One Mellon Center		
Internal Address:	Room 3711		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15258-0001		
Entity Type:	TRUST: PENNSYLVANIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	78715816	ALOEBIOTICS	
Serial Number:	78988579	THINK DEEPER.	
Serial Number:	77173920	SUSTAINABLE YOUTH	
Serial Number:	77318147	ALASTA	
Serial Number:	77318109	ALOEMEDICA	
Serial Number:	77417832	ELASTIFIRM	
Serial Number:	77174911	GREENCEUTICALS	
Registration Number:	2850847	ALOERIDE	
Registration Number:	2980823	ALOERIDE	
Registration Number:	2853844	IMMU-RISE	
Registration Number:	3194822	SWEET DEFEAT	

OP \$315.00 78715616

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Registration Number: 3177578 GIGGLE WATER	
CORRESPONDENCE DATA	
Fax Number: (412)288-3083 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone: 412-288-3233	
Email: ptoipinbox@reedsmith.com	
Correspondent Name: Jody L. Burtner, Senior Paralegal	
Address Line 1: P.O. Box 488	
Address Line 2: Reed Smith LLP	
Address Line 4: Pittsburgh, PENNSYLVANIA 15230-0488	
ATTORNEY DOCKET NUMBER:	282060.20002.1354NOD
NAME OF SUBMITTER:	Jody L. Burtner
Signature:	/Jody L. Burtner/
Date:	06/16/2009
Total Attachments: 3 source=aloemellonnoticefirstallongetms#page1.tif source=aloemellonnoticefirstallongetms#page2.tif source=aloemellonnoticefirstallongetms#page3.tif	

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**FIRST AMENDED AND RESTATED NOTICE RELATING TO GRANT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

Please be advised that pursuant to that certain Intellectual Property Security Agreement dated as of May 21, 2008 (hereinafter referred to as the "Original Security Agreement"), executed by and between ALOEBIOTICS RESEARCH LABS, INC., a Delaware corporation, with an address of 303 Fifth Avenue, New York, New York 10016 (hereinafter referred to as the "Grantor"), in favor of MELLON BANK N.A. AND ELIZABETH ST CLAIR HURTT, TRUSTEES, UNDER DEED OF TRUST OF WILLIAM C. HURTT DATED FEBRUARY 6, 1998 FOR THE BENEFIT OF ELEANOR ST CLAIR HURTT - FUND A - 2 - GST NON-EXEMPT TRUST, with an address of One Mellon Center, Room 3711, Pittsburgh, Pennsylvania 15258-0001 (hereinafter referred to as the "Secured Party"), the Secured Party has made available to the Grantor a secured term loan in the maximum principal amount of up to \$500,000.00 (hereinafter referred to as the "Original Loan Facility"), which Loan Facility is evidenced by that certain Secured Convertible Promissory Note dated May 21, 2008 executed by the Grantor, as maker, in favor of the Secured Party, as payee (hereinafter referred to as the "Original Note"); and

Please be further advised that, to secure payment and performance of all of the "Obligations" (as such term is defined in Paragraph 1(c) of the Original Security Agreement) of the Grantor to the Secured Party, the Grantor mortgaged, pledged, granted, and conveyed to the Secured Party a security interest in and to all of the Grantor's rights, title and interests in and to certain "Collateral" (as such term is defined in Paragraph 1(a) of the Original Security Agreement), including, but not limited to, certain patent and trademark properties, all as more particularly set forth and described therein; and

Please be further advised that pursuant to the terms, conditions, and provisions of that certain First Allonge to Secured Convertible Promissory Note and Security Agreements dated as of May 21, 2009 (hereinafter referred to as the "First Allonge") executed by and between the Grantor and the Secured Party, the Grantor and the Secured Party amended (i) the Original Security Agreement (hereinafter the Original Security Agreement, as so amended, shall be referred to as the "Security Agreement"), (ii) the Original Loan Facility (hereinafter the Original Loan Facility, as amended by the First Allonge shall be referred to as the "Loan Facility"), and (iii) the Original Note (hereinafter the Original Note, as amended by the First Allonge, shall be referred to as the "Note") for the purposes more particularly set forth and described therein; and

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FIRST AMENDED AND RESTATED NOTICE RELATING TO
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Please be further advised that, in accordance with the terms, conditions, and provisions of the Security Agreement, the Grantor mortgaged to and pledged to the Secured Party, and granted to and conveyed to the Secured Party a security interest in all of Grantor's rights, title and interests in and to certain "Collateral" (as such term is defined in Paragraph 1(a) of the Security Agreement), including, but not limited to, the patent and trademark properties more particularly described on Schedule "A" attached hereto and made a part hereof (hereinafter collectively referred to as the "Patent and Trademark Properties"), which security interest shall remain in full force and effect until all of the Obligations of the Grantor to the Secured Party are fully paid and satisfied.

Please be further advised that, notwithstanding the terms, conditions and provisions of this First Amended and Restated Notice of Grant of Security Interest in Intellectual Property, the Note, the Security Agreement, or any other document, instrument, writing or agreement executed in connection with the Loan Facility, the maximum liability of the Grantor secured by the Collateral hereunder shall in no event exceed an amount equal to the largest amount that would not render the Grantor's obligations hereunder subject to avoidance under Section 548 of the Title 11 of the U.S. Code, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, or any equivalent provision of the law of any State; and

Please be further advised that, defined terms used but not expressly defined herein shall have the same meanings when used herein as set forth in the Note and the Security Agreement.

The Security Interest in the Patent and Trademark Properties can be terminated only in accordance with the terms of the Security Agreement.

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FIRST AMENDED AND RESTATED NOTICE RELATING TO
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SCHEDULE "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
FIRST AMENDED AND RESTATED NOTICE RELATING TO GRANT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY

Trademarks

Registered Trademarks

TRADEMARK	DATE	REG. NO.
ALOERIDE	June 8, 2004	2850847
ALOERIDE	June 7, 2005	2960623
ALOEBIOTICS	Filed: September 19, 2005 Registered: July 1, 2008	Ser# 78715616
THINK DEEPER.***	Filed: September 6, 2006	Ser# 78968579
SUSTAINABLE YOUTH	Filed: May 7, 2007 Registered: July 8, 2008	Ser# 77173920
ALASTA***	Filed: October 31, 2007	Ser# 77318147
ALOEMEDICA***	Filed: October 31, 2007	Ser# 77318109
IMMU-RISE **	June 15, 2004	2853844
ELASTIFIRM ***	Filed: March 10, 2008; Allowed January 20, 2009	Ser# 77417832
GREENCEUTICALS ***	Filed: May 7, 2007	Ser# 77174911
SWEET DEFEAT **	January 2, 2007	3194822
GIGGLE WATER **	November 28, 2006	3177578
ALOERIDE	January 2, 2007	3194822

Common Law Trademarks

MARK	GOODS
IMMUNE PERFORMANCE	IC 005, US 006 018 044 046 051 052, G & S: Nutritional and dietary supplements