

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frederic, LLC		07/10/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Chrysalis, Inc.		
Street Address:	c/o Catterton Partners, 7 Greenwich Office Park, Suite 200		
Internal Address:	599 West Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	78679793	N24	
Serial Number:	76384218	NIA 24/7	
Registration Number:	2744360	NIA PRODUCTS	
Registration Number:	3471879	NIA24	
Registration Number:	3471881	NIA24	
Registration Number:	2813649	NIADYNE	
Registration Number:	2825821	NIASOMES	
Serial Number:	78908778	NIASPHERES	
Registration Number:	2948674	PRO-NAD	
Registration Number:	3471889	PRO-NIACIN	
Registration Number:	3471890	PRO-NIACIN	
Registration Number:	2818262	PRONIASOMES	
Registration Number:	3015859	PRONIASOMES	

CH \$340.00 78679793

CORRESPONDENCE DATA

Fax Number: (949)475-4754
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	19697-00047
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	07/14/2009

Total Attachments: 8
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COLLATERAL ASSIGNMENT

THIS COLLATERAL ASSIGNMENT (this "Collateral Assignment"), dated as of July 10, 2009, is made and given by NIADYNE, INC., a Delaware corporation (the "Borrower"), to CHRYSALLIS, INC., a Delaware corporation, located at c/o Catterton Partners, 7 Greenwich Office Park, Suite 200, 599 West Putnam Avenue, Greenwich, CT 06830 (in such capacity, "Assignee" or "Successor Secured Party").

RECITALS

WHEREAS, NIADYNE, INC. (the "Borrower") has entered into that certain Revolving Credit Agreement dated as of February 25, 2008 (as amended, the "Credit Agreement"; capitalized terms not otherwise defined herein have the respective meanings ascribed thereto in the Credit Agreement), by and between Frederic, LLC, a Delaware limited liability company (in such capacity, "Assignor") as Lender and Borrower, and into the Security Agreement dated as of February 25, 2008 (the "Security Agreement") by and among the Assignor and Borrower, such agreement having been recorded at the United States Patent and Trademark Office at Reel 3729/Frame 0719 for Trademarks and Reel 020582/Frame 0253 for Patents;

WHEREAS, pursuant to the Security Agreement, Borrower granted to Assignor a security interest in and to all of its right, title and interest in, to and under, *inter alia*, all of the Trademarks and Patents listed on Exhibit A attached hereto (the "Pledged IP Assets"), and proceeds of any and all of the foregoing; and

WHEREAS, under the Assignment and Assumption Agreement dated as of April 30, 2008 between Assignor and Assignee (the "Assignment and Assumption Agreement"), Assignor has distributed, transferred and assigned all of its rights and obligations under the Credit Agreement and the Security Agreement to Assignee;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, each of Assignee and Borrower hereby certify and confirm as follows:

Pursuant to the Assignment and Assumption Agreement, (i) Assignor has assigned to Assignee and Assignee has assumed from Assignor all of Assignor's rights, powers, discretion, privileges, duties and obligations as the Secured Party under the Credit Agreement and the Security Agreement in respect of the Pledged IP Assets, and (ii) Assignor has authorized Assignee to take actions that may be necessary to evidence or effect (a) the assignment and assumption described above and (b) any security interest granted in connection with the Credit Agreement or any other Loan Document.

This Collateral Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principals.

Delivery of an executed signature page of this Collateral Assignment Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignee has caused this Collateral Assignment Agreement to be duly executed and delivered as of the date first written above by its duly authorized officer.

CHRYSALLIS, INC.

By: 

Name: Jonathan H. Owsley

Title: Vice President and Secretary

SIGNATURE PAGE TO
COLLATERAL ASSIGNMENT AND ASSUMPTION AGREEMENT

TRADEMARK

REEL: 004024 FRAME: 0373

EXHIBIT A

Trademarks

Mark	Country	Application Number/Date	Registration Number/Date
N24	USA	78679793 7/27/2005	
NIA 24/7	Argentina	2381367 7/10/2002	2029169 5/30/2005
NIA 24/7	Argentina	2381368 10/16/2002	2068623 2/24/2006
NIA 24/7	Australia	918818 7/4/2002	918818 7/4/2002
NIA 24/7	Brazil	824737784 7/23/2002	824737784 8/7/2007
NIA 24/7	Brazil	824737792 7/23/2002	824737792 5/8/2007
NIA 24/7	Canada	1146621 7/17/2002	TMA646756 8/26/2005
NIA 24/7	China	3233440 7/5/2002	3233440 9/28/2003
NIA 24/7	China	3233340 7/5/2002	3233340 3/21/2004
NIA 24/7	European Community	27642998 7/4/2002	27642998 7/4/2002
NIA 24/7	Japan	2002/055992 7/4/2002	4823312 12/3/2004
NIA 24/7	Mexico	557288 7/19/2002	800717 7/23/2003
NIA 24/7	Mexico	557287 7/19/2002	772290 11/29/2002
NIA 24/7	Russian Federation	2002715267	255936

Mark	Country	Application Number/Date	Registration Number/Date
		8/9/2002	9/24/2003
NIA 24/7	USA	76384218 3/14/2002	
NIA PRODUCTS	USA	76358076 1/14/2002	2,744,360 7/29/2003
NIA24	USA	77351532 12/13/2007	3,471,879 7/22/2008
NIA24	USA	77351578 12/13/2007	3,471,881 7/22/2008
NIADYNE	Argentina	2377560 6/3/2002	1933018 6/19/2003
NIADYNE	Argentina	2377561 6/3/2002	1922376 4/15/2003
NIADYNE	Australia	915117 6/3/2002	915117 11/4/2002
NIADYNE	Brazil	824638921 6/4/2002	824638921 7/31/2007
NIADYNE	Brazil	824638930 6/4/2002	824638930 7/31/2007
NIADYNE	Canada	1142265 6/4/2002	642365 6/17/2005
NIADYNE	China	3197866 6/3/2002	3197866 12/21/2003
NIADYNE	China	3197865 6/3/2002	3197865 8/28/2003
NIADYNE	European Community	2722957 6/3/2002	2722957 6/3/2002
NIADYNE	Japan	2002/45794 6/3/2002	4675012 5/23/2003
NIADYNE	Mexico	549827	783814

Mark	Country	Application Number/Date	Registration Number/Date
		6/4/2002	6/4/2003
NIADYNE	Mexico	549821 6/4/2002	924630 3/20/2003
NIADYNE	Russian Federation	2002/711129 6/4/2002	260494 6/4/2002
NIADYNE	USA	76345752 12/4/2001	2813649 2/10/2004
NIASOMES	USA	76357479 1/10/2002	2825821 3/23/2004
NIASPHERES	USA	78908778 6/15/2006	
Opposition to NIA (also in Korean Script) owned by Saerom Cosmetics Co Ltd.	Korea	40-2008-0035647 7/21/2008	
PRO-NAD	Argentina	2377563 6/3/2002	2004104 1/4/2005
PRO-NAD	Argentina	2377562 6/3/2002	1954381 10/8/2003
PRO-NAD	Australia	915116 6/3/2002	915116 6/3/2002
PRO-NAD	Brazil	824638905 6/4/2002	824638905 7/31/2007
PRO-NAD	Brazil	824638913 6/4/2002	824638913 7/31/2007
PRO-NAD	Canada	1142266 6/3/2002	TMA617567 8/25/2004
PRO-NAD	China	3197864 6/3/2002	3197864 1/28/2006
PRO-NAD	China	3197863	3197863

Mark	Country	Application Number/Date	Registration Number/Date
		6/3/2002	2/21/2004
PRO-NAD	European Community	2722965 6/3/2002	2722965 6/3/2002
PRO-NAD	Japan	2002/45795 6/3/2002	4695319 7/25/2003
PRO-NAD	Mexico	549826 6/4/2002	788079 6/4/2002
PRO-NAD	Mexico	549825 6/4/2002	788078 6/4/2002
PRO-NAD	Russian Federation	2002711128 6/4/2002	253556 6/4/2002
PRO-NAD	USA	76345753 12/4/2001	2,948,674 5/10/2005
PRO-NIACIN	USA	77351724 12/13/2007	3,471,889 7/22/2008
PRO-NIACIN	USA	Unfiled	
PRO-NIACIN	USA	77351738 12/13/2007	3,471,890 7/22/2008
PRONIASOMES	USA	76976213 1/7/2002	2,818,262 2/24/2004
PRONIASOMES	USA	76356018 1/7/2002	3,015,859 11/15/2005

Patents

Title	Country	Application Number/Date	Registration Number/Date
Biochemical Method to Measure Niacin Status in a Biological Sample	USA	09/334,782 6/16/1999	6,287,796 9/11/2001
Biochemical Method	USA	09/871,259	6,428,972

to Measure Niacin Status in a Biological Sample		5/31/2001	8/6/2002
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