

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 |
|--------------------|----------|----------------|-----------------------|
| ATTUNE FOODS, INC. | | 07/31/2009 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Bridge Bank |
| Street Address: | 55 Almaden Blvd Suite 100 |
| City: | San Jose |
| State/Country: | CALIFORNIA |
| Postal Code: | 95113 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 19

| Property Type | Number | Word Mark |
|----------------|----------|----------------------------|
| Serial Number: | 78808489 | ATTUNE DAILY |
| Serial Number: | 78808478 | ATTUNE |
| Serial Number: | 78961045 | GOOD HEALTH BEGINS WITHIN! |
| Serial Number: | 78945697 | KEEPS YOUR BODY HUMMING |
| Serial Number: | 78911772 | ATTUNE |
| Serial Number: | 78867344 | KEEPS YOUR BODY HUMMING |
| Serial Number: | 78867343 | GOOD HEALTH BEGINS WITHIN |
| Serial Number: | 78808468 | ATTUNE |
| Serial Number: | 77438199 | ALIVE INSIDE |
| Serial Number: | 77247053 | LIVE HAPPY |
| Serial Number: | 77438194 | ATTUNE |
| Serial Number: | 77406878 | ATTUNE |
| Serial Number: | 77406856 | ATTUNE |
| Serial Number: | 77333627 | POSITIVELY ALIVE |

CH \$490.00 78808489

| | | |
|----------------|----------|---------------------------|
| Serial Number: | 77327644 | ALIVE INSIDE |
| Serial Number: | 77345729 | ATTUNE DAILY |
| Serial Number: | 77345709 | ATTUNE |
| Serial Number: | 77406870 | ATTUNE |
| Serial Number: | 77056704 | PROBIOTICS GOOD FOR LIFE! |

CORRESPONDENCE DATA

Fax Number: (858)638-5033
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8586386733
Email: karen.johanson@dlapiper.com
Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 4365 EXECUTIVE DR
Address Line 2: STE 1100
Address Line 4: SAN DIEGO, CALIFORNIA 92121

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 355157-46 |
| NAME OF SUBMITTER: | Troy Zander |
| Signature: | /Troy Zander/ |
| Date: | 07/31/2009 |

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 31, 2009, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and ATTUNE FOODS, INC., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of July 31, 2009 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

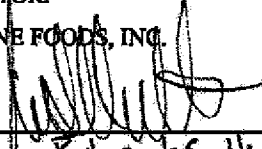
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

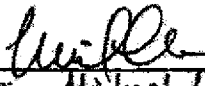
ATTUNE FOODS, INC.

By: 
Name: Robert S. Hurlbut
Title: CEO

Address for Notices:
Attn: Rob Hurlbut, CEO
535 Pacific Avenue, 3rd Floor
San Francisco, CA 94133
Tel: (415) 486-2101
Fax:

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 
Name: Michael Lederman
Title: SVP

Address for Notices:
Attn: Mike Field
55 Almaden Blvd.
Jose, CA 95113
Tel: (408) 556-8500
Fax: (408) 423-8520

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EXHIBIT A
COPYRIGHTS

| Description | Registration/ Application Number | Registration/ Application Date |
|-------------|--|--------------------------------------|
| None. | | |

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EXHIBIT B
TRADEMARKS

| Description | Registration/ Application Number | Registration/ Application Date |
|----------------------------|--|--------------------------------------|
| ATTUNE DAILY | 78808489 | 2/6/06 |
| ATTUNE | 78808478 | 2/6/06 |
| GOOD HEALTH BEGINS WITHIN! | 78961045 | 8/25/06 |
| KEEPS YOUR BODY HUMMING | 78945697 | 8/4/06 |
| ATTUNE | 78911772 | 6/19/06 |
| KEEPS YOUR BODY HUMMING | 78867344 | 4/21/06 |
| GOOD HEALTH BEGINS WITHIN | 78867343 | 4/21/06 |
| ATTUNE | 78808468 | 2/6/06 |
| ALIVE INSIDE | 77438199 | 4/2/08 |
| LIVE HAPPY | 77247053 | 8/3/07 |
| ATTUNE | 77438194 | 4/2/08 |
| ATTUNE | 77406878 | 2/26/08 |
| ATTUNE | 77406856 | 2/26/08 |
| POSITIVELY ALIVE | 77333627 | 11/19/07 |
| ALIVE INSIDE | 77327644 | 11/12/07 |
| ATTUNE DAILY | 77345729 | 12/6/07 |
| ATTUNE | 77345709 | 12/6/07 |
| ATTUNE | 77406870 | 2/26/08 |
| PROBIOTICS GOOD FOR LIFE! | 77056704 | 12/4/06 |

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EXHIBIT C

PATENTS

| Description | Registration/Application Number | Registration/ Application Date |
|---|------------------------------------|--------------------------------------|
| Probiotic food, process for its preparation and dietary regimen | 11653334 | 1/11/07 |
| Laser marking user interface | 11743117 | 5/1/07 |

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