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
Metagenics, Inc.		10/14/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	333 S. Hope St., Suite 1300
Internal Address:	Mail Code: CA9-193-13-01
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	national bank: UNITED STATES

PROPERTY NUMBERS Total: 196

Property Type	Number	Word Mark
Registration Number:	2872256	ACTIFOLATE
Registration Number:	2863377	ACTIVCOAT
Registration Number:	2267117	ADRENOGEN
Registration Number:	2631671	ADRESET
Registration Number:	2751274	ADVACLEAR
Registration Number:	2789667	ALAPARS
Registration Number:	2941254	AMYLOSTAR
Registration Number:	2249633	ANDROGRAPHIS PLUS
Registration Number:	2521397	BCAA 1000
Registration Number:	3354252	BENESOM
Registration Number:	3124340	BIFOVIDEN ID
Registration Number:	2483934	BIOPURE PROTEIN
Registration Number:	2536773	BIOSOM

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Registration Number:	2347296	BLACK COHOSH PLUS
Registration Number:	1800411	BODY COMP
Registration Number:	2730849	BONE BUILDER
Registration Number:	3643547	BONE BUILDER
Registration Number:	2276659	BURN BAR
Registration Number:	2304051	BURN BAR
Registration Number:	3332200	BXESSENTIALS
Registration Number:	1529276	CAL APATITE
Registration Number:	2345652	CAL APATITE PLUS
Registration Number:	2733964	CAL MATRIX
Registration Number:	2505466	CANDIBACTIN-AR
Registration Number:	2505459	CANDIBACTIN-BR
Registration Number:	1828017	CARBOPLEX
Registration Number:	2829083	CARDIOGENICS
Registration Number:	2730219	CELAPRO
Registration Number:	2785398	CENITOL
Registration Number:	2525170	CERALIN
Registration Number:	3332647	CERIVA
Registration Number:	2304180	CHASTEBERRY PLUS
Registration Number:	3165537	CHOLAREST
Registration Number:	2536735	CHONDROCARE
Registration Number:	3561966	COGNISURE
Registration Number:	1778633	COLLAGENICS
Registration Number:	2401080	COQ-10 ST
Registration Number:	2689342	CORATAIN
Registration Number:	2621244	CORTICO-B5B6
Registration Number:	2083192	
Registration Number:	2744034	ENDEFEN
Registration Number:	2176358	ENDURA
Registration Number:	1983746	ENDURA
Registration Number:	1742667	ENDURA
Registration Number:	1932421	ENDURA
Registration Number:	2567441	ENDURABOLIC
Registration Number:	1980618	ENERGENICS
Registration Number:	2544116	EPA-DHA COMPLEX

Registration Number:	2554254	EPA-DHA EXTRA STRENGTH
Registration Number:	2488989	ESSENTIAL DEFENSE
Registration Number:	3033076	ESTRIUM
Registration Number:	2738736	ESTRO FACTORS
Registration Number:	2058541	ETHICAL NUTRIENTS
Registration Number:	2300002	EXHILARIN
Registration Number:	2911433	EXPRESSYN
Registration Number:	2872389	EXPRESSYN
Registration Number:	3051249	EZ FLEX
Registration Number:	2241998	FEM ESSENTIALS
Registration Number:	2171427	FEM ESTRO
Registration Number:	2242049	FEM ESTRO HP
Registration Number:	2211884	FEM ESTROPLEX
Registration Number:	2263588	FEM PRENATAL
Registration Number:	2290136	FENUGREEK PLUS
Registration Number:	2332951	FIBROPLEX
Registration Number:	2818514	FIRST LINE THERAPY
Registration Number:	3467675	FIRST LINE THERAPY
Registration Number:	3152232	FIRST START
Registration Number:	3223130	FLT
Registration Number:	2757248	FOLAPRO
Registration Number:	2626510	FORMULA FOCUS
Registration Number:	2672941	4R
Registration Number:	3086835	FUNCTIONAL MEDICINE RESEARCH CENTER
Registration Number:	2017913	GENETIC POTENTIAL THROUGH NUTRITION
Registration Number:	2479762	GLA FORTE
Registration Number:	2618230	GLUCO-FACTORS
Registration Number:	2483703	GLUTAGENICS
Registration Number:	2683015	GLYCOGENICS
Registration Number:	2950102	GUARD'N BAR
Registration Number:	2576183	HEMAGENICS
Registration Number:	2362119	HEPATACIN
Registration Number:	2615312	HEPATAPLEX
Registration Number:	2146412	HERBULK
Registration Number:	3187929	SCIENTIFICALLY TESTED IDENTITY-CERTIFIED STRAINS ID

Registration Number:	3357919	IMMUCORE
Registration Number:	2326632	INFLAVONOID
Registration Number:	2290137	INFLAVONOID INTENSIVE CARE
Registration Number:	3441502	INNER HEALTH
Registration Number:	3428653	INSINASE
Registration Number:	2795939	INTESOL
Registration Number:	2983971	JOINT FOCUS
Registration Number:	2900411	KAPREX
Registration Number:	3412323	LACTOFLAMX
Registration Number:	3069125	LACTOVIDEN
Registration Number:	2290138	LICORICE PLUS
Registration Number:	2585178	LIPOTAIN
Registration Number:	2952550	LUDUXIN
Registration Number:	3386783	LUMINA
Registration Number:	1748099	MAXI DOPHILUS
Registration Number:	2318828	MAXIGEST
Registration Number:	3561968	MAXIJOINT
Registration Number:	2232165	MENTALIN
Registration Number:	2302688	METABOTANICA
Registration Number:	2496000	METABOTANICA METHOD
Registration Number:	2758146	METAEHEALTH
Registration Number:	2731449	META-EHEALTH.COM
Registration Number:	2666197	META FIBER
Registration Number:	2148578	METAGENICS GENETIC POTENTIAL THROUGH NUTRITION
Registration Number:	1746757	METAGENICS
Registration Number:	2990375	METAGENICS
Registration Number:	2329762	METAGEST
Registration Number:	3588492	METALLOCLEAR
Registration Number:	2741075	META I 3 C
Registration Number:	2659082	META LIPOATE
Registration Number:	2891784	METAPROTEOMICS
Registration Number:	2712305	METAZYME
Registration Number:	2555145	
Registration Number:	2642732	MITOCHONDRIAL RESUSCITATE
Registration Number:	2324526	MULTIGENICS

Registration Number:	1746756	MYCEL
Registration Number:	1499174	MYCELIZED
Registration Number:	2558872	MYCOFERON
Registration Number:	3172338	MYCOTAKI
Registration Number:	2705003	MYOCALM
Registration Number:	2707428	MYOCALM P.M.
Registration Number:	2522651	NEUROSOL
Registration Number:	3628122	NUSERA
Registration Number:	2365860	THE NUTRITION MASTERS COURSE
Registration Number:	2585383	OSTEO-GENICS
Registration Number:	3620313	OSTERA
Registration Number:	2783485	OXYGENICS
Registration Number:	1781056	OXYGENIC
Registration Number:	2085279	PAREX
Registration Number:	1941898	PERFECT PROTEIN
Registration Number:	2290135	PERFECT SOY
Registration Number:	2787458	PERIMINE
Registration Number:	2298137	PHARMASOY
Registration Number:	2186761	PHYTO COMPLETE
Registration Number:	2223573	PROANTHO-C
Registration Number:	3595968	PROBACIL
Registration Number:	1986754	PROBIOPLEX
Registration Number:	2192481	PROBIO-PROTEIN
Registration Number:	2130937	PROBIO-SACCHARIDE
Registration Number:	3143284	PROTEIN FUSION
Registration Number:	2968611	PROTRYPSIN
Registration Number:	3080669	PURITY CERTIFIED THIRD PARTY ASSAYED P
Registration Number:	2983987	SELESTRO
Registration Number:	2411437	SERENAGEN
Registration Number:	2445930	SINUPLEX
Registration Number:	3570508	SLENTIVA
Registration Number:	3033086	SOMNOLIN
Registration Number:	2283301	SPECTRASOY
Registration Number:	2118438	SPECTRAZYME
Registration Number:	2287764	STRESS RESCUE

Registration Number:	2441673	SUPERGARLIC 6000
Registration Number:	3354251	SYMPHORA
Registration Number:	3033087	TESTRALIN
Registration Number:	3496481	TETRASE
Registration Number:	2754115	THYROSOL
Registration Number:	2677511	TOXI-CLEANSE
Registration Number:	3354253	TRANCOR
Registration Number:	2502882	TRAN-Q
Registration Number:	2250542	TRIBULUS SYNERGY
Registration Number:	2773099	ULCINEX
Registration Number:	1655204	ULTRABALANCE
Registration Number:	1641018	ULTRABALANCE
Registration Number:	3112878	ULTRA FLORA IB
Registration Number:	3094126	VASOTENSIN
Registration Number:	2961162	ZINLORI 75
Registration Number:	3396827	WELLNESS ESSENTIALS
Registration Number:	2977297	UNLOCKING THE SECRETS OF GENETIC POTENTIAL THROUGH NUTRITION
Registration Number:	2754306	ULTRACLEAR MACRO
Registration Number:	2810948	ULTRAGLYCEMX
Registration Number:	2523428	ULTRA PAREX
Registration Number:	2712435	ULTRAINFLAMX
Registration Number:	2534753	ULTRA CLA
Registration Number:	2450017	VENAPLEX
Registration Number:	2505623	VESSEL CARE
Registration Number:	2760547	ULTRA PROSTAGEN
Registration Number:	2234105	ULTRACLEAR PLUS
Registration Number:	2148086	ULTRACARE FOR KIDS
Registration Number:	1958984	UNIPRO'S PERFECT PROTEIN
Registration Number:	2018276	ULTRA FLORA PLUS
Registration Number:	1897274	UNIPRO
Registration Number:	1790106	ULTRACLEAR SUSTAIN
Registration Number:	1847215	UNIPRO
Registration Number:	1737946	ULTRAMEAL
Registration Number:	1698272	ULTRACLEAR

Registration Number:	1546017	ULTRA DOPHILUS
Serial Number:	77672945	BEST CATCH OMEGA
Serial Number:	77664131	EC MATRIXX
Serial Number:	77677989	INTESTINAL GUARD
Serial Number:	77021849	PROSORB C
Serial Number:	77649441	PROSPERCARE
Serial Number:	77055048	SKRM
Serial Number:	77569074	SKRMS
Serial Number:	77725097	PHYTOGANIX

CORRESPONDENCE DATA

Fax Number: (213)443-2926

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

Phone: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 48th Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0BN1-149649
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	10/15/2009

Total Attachments: 53

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BORROWER SECURITY AGREEMENT

This BORROWER SECURITY AGREEMENT (as amended, extended, renewed, supplemented or otherwise modified from time to time, this "Agreement"), dated as of October 14, 2009, is made by Metagenics, Inc., a Delaware corporation ("Grantor"), in favor of Lender (as defined below), with reference to the following facts:

RECITALS

A. Pursuant to the Loan Agreement of even date herewith by and between Grantor, as borrower, and Bank of America, N.A., as lender (as the same may be amended, extended, renewed, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to extend certain credit facilities to Grantor.

B. The Loan Agreement provides, as a condition to the availability of the credit facilities referred to above, that Grantor shall enter into this Agreement and shall grant security interests to Lender as herein provided.

AGREEMENT

NOW, THEREFORE, in order to induce Lender to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. This Agreement is the "Borrower Security Agreement" referred to in the Loan Agreement. This Agreement is one of the "Loan Documents" referred to in the Loan Agreement. Terms defined in the Loan Agreement and not otherwise defined in this Agreement shall have the meanings defined for those terms in the Loan Agreement. Terms defined in the California Commercial Code (the "CCC") and not otherwise defined in this Agreement or in the Loan Agreement shall have the meanings defined for those terms in the CCC. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Certificates" means all certificates, instruments or other documents now or hereafter representing or evidencing any Pledged Securities.

"Collateral" means and includes all present and future right, title and interest of Grantor in or to any property or assets whatsoever, whether now or hereafter acquired and wherever the same may from time to time be located, and all rights and powers of Grantor to transfer any interest in or to any property or assets whatsoever, including, without limitation, any and all of the following property:

(a) All present and future accounts, accounts receivable, agreements, contracts, leases, contract rights, payment intangibles, rights to payment, instruments, documents, chattel paper (whether tangible or electronic), promissory notes, security agreements, guaranties, letters of credit, letter-of-credit rights, undertakings, surety bonds, insurance policies (whether or not required by the terms of the Loan Documents),

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notes and drafts, and all forms of obligations owing to Grantor or in which Grantor may have any interest, however created or arising and whether or not earned by performance;

(b) All present and future general intangibles, all tax refunds of every kind and nature to which Grantor now or hereafter may become entitled, however arising, all other refunds, and all deposits, credits, reserves, loans, royalties, cost savings, deferred payments, goodwill, choses in action, liquidated damages, rights to indemnification, Trade Secrets, computer programs, software, computer printouts, tapes, disks and related data processing software and similar items, customer and supplier lists, blueprints, technical specifications, manuals and other documents, licenses, permits, copyrights, technology, processes, proprietary information, insurance proceeds of which Grantor is a beneficiary; all present and future: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all prints and labels on which said trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those registered and applied-for trademarks, terms, designs and applications described in Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"), and (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks (that portion of the Collateral described in the foregoing clauses (i) and (ii) is referred to herein as the "Trademark Collateral"); and all present and future: patents, letters patent, all inventions and improvements described and claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, in each case whether foreign or domestic, applications, registrations, and recordings relating to such patents in the USPTO or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those patents and applications, registrations and recordings described in Schedule 2 attached hereto and made a part hereof (collectively, the "Patents"); and all present and future: copyrights, rights and interests in copyrights, works protectable by copyright, all copyright rights in any work subject to the copyright laws of the United States of America or any other country, whether as author, assignee, transferee or otherwise, copyright registrations and copyright applications, including registrations, recordings, supplemental registrations and pending applications for registration, in each case whether foreign or domestic, and United States, state and international registrations of the foregoing, and all reissues, extensions and renewals of the foregoing, including, without limitation, those listed on Schedule 4 hereto (collectively, the "Copyrights"), together with all income, royalties,

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damages, fees, claims and payments now or hereafter due and/or payable with respect to the foregoing; the right to sue for past, present and future infringements of rights in copyrights, all goodwill of Grantor related thereto, and any and all proceeds of any of the foregoing, including, but not limited to, any and all proceeds of licensing thereof (the "Copyright Collateral"), together with all Licenses (the Licenses, collectively with the Trademark Collateral, the Patents and the Trade Secrets, the "IP Collateral") and all income, fees, royalties, damages and payments now and hereafter due and or payable with respect to the IP Collateral;

(c) All present and future deposit accounts of Grantor, including, without limitation, any demand, time, savings, passbook or like account maintained by Grantor with any bank, savings and loan association, credit union or like organization, and all money, cash and Cash Equivalents of Grantor, whether or not deposited in any such deposit account;

(d) All present and future books and records, including, without limitation, books of account and ledgers of every kind and nature, all electronically recorded data proprietary technical and business information, know how, show how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises in each case relating to Grantor or the business thereof, all receptacles and containers for such records, and all files and correspondence;

(e) All present and future goods, including, without limitation, all consumer goods, farm products, inventory, equipment, catalogs, machinery, tools, molds, dies, furniture, furnishings, fixtures, trade fixtures, motor vehicles and all other goods used in connection with or in the conduct of Grantor's business, including all goods as defined in Section 9102(44) of the CCC;

(f) All present and future inventory and merchandise, including, without limitation, all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts or documents of title relating to any of the foregoing;

(g) All present and future stocks, bonds, debentures, securities (whether certificated or uncertificated), securities entitlements, securities accounts, commodity contracts, commodity accounts, subscription rights, options, warrants, puts, calls, certificates, investment property, partnership interests, limited liability company membership or other interests, joint venture interests, certificates of deposit, investments and/or brokerage accounts, including all Pledged Collateral, and all rights, preferences, privileges, dividends, distributions, redemption payments, or liquidation payments with respect thereto;

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(h) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(i) All other present and future tangible and intangible property of Grantor;

(j) All commercial tort claims, including, without limitation, those listed on Schedule 5 hereto.

(k) All present and future rights, remedies, powers and/or privileges of Grantor with respect to any of the foregoing, including the right to make claims thereunder or with respect thereto; and

(l) Any and all proceeds and products of any of the foregoing, including, without limitation, all money, accounts, payment intangibles, general intangibles, deposit accounts, promissory notes, documents, instruments, certificates of deposit, chattel paper, goods, insurance proceeds, claims by Grantor against third parties for past, present and future infringement of the IP Collateral or any license with respect thereto, and any other tangible or intangible property received upon the sale or disposition of any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include more than the Foreign Pledge Percentage of the issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) of any Foreign Subsidiary.

"Equity Interest" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Foreign Pledge Percentage" means 65% or such greater percentage that, due to a change in applicable law after the date hereof, (i) could not reasonably be expected to cause the undistributed earnings of a Foreign Subsidiary as determined for U.S. federal income tax purposes to be treated as a deemed dividend to such Foreign Subsidiary's U.S. parent and (ii) could not reasonably be expected to cause any material adverse tax consequences.

"Issuer" means any issuer of any Pledged Securities.

"Lender" means collectively, Bank of America, N.A. and any other subsidiaries or affiliates of Bank of America Corporation and its successors and assigns.

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"License" means, with respect to Grantor, all of Grantor's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, Trade Secrets, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Material Commercial Tort Claims" means, with respect to each Grantor, all commercial tort claims asserted by it, or on its behalf, in writing, in excess of $100,000 to which it has any right, title or interest and of which it is aware.

"Pledged Collateral" means any and all property of Grantor now or hereafter pledged and delivered to Lender pursuant to this Agreement, and includes without limitation (a) the Pledged Securities and any Certificates representing or evidencing the same, (b) the Pledged Debt, (c) all proceeds and products of any of the foregoing, (d) any and all collections, Restricted Payments, cash, instruments, interest or premiums with respect to any of the foregoing and (e) any and all rights, titles, interests, privileges, benefits and preferences appertaining or incidental to any of the foregoing.

"Pledged Debt" means all debt owed or owing to Grantor and not held in a securities account or otherwise through a securities intermediary, including all such debt described on Schedule 3, all instruments, chattel caper or other documents, if any, representing or evidencing such debt, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such debt.

"Pledged Securities" means (a) any and all Equity Interests in the Subsidiaries of Grantor now or hereafter owned by Grantor, including any interest of Grantor in the entries on the books of any securities intermediary or financial intermediary pertaining thereto (the existing Subsidiaries of Grantor are listed on Schedule 3), (b) any and all Equity Interests now or hereafter issued in substitution, exchange or replacement therefor, or with respect thereto, and (c) any and all warrants, options or other rights to subscribe to or acquire any additional Equity Interests in the Subsidiaries of Grantor; provided that, notwithstanding the foregoing, Pledged Securities shall not include more than the Foreign Pledge Percentage of any Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) in a Foreign Subsidiary.

"Secured Obligations" means any and all present and future Obligations of any type or nature of Grantor at any time or from time to time owed to Lender under the Loan Agreement or other Loan Documents and any and all debts, liabilities, obligations, covenants and duties of any type or nature of Grantor at any time or from time to time owed to Lender under any Swap Contract now or hereafter entered into between Grantor and Lender, and any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any proceeding under any Debtor Relief Law by or against Grantor or any other Person.

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"Trade Secrets" means all trade secrets and all other confidential or proprietary information and know how now or hereafter owned or used in, or contemplated at any time for use in, the business of Grantor, whether or not such trade secret, other confidential or proprietary information or know how has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such trade secret, other confidential or proprietary information or know how, the right to sue for any past, present and future infringement of any trade secret, other confidential or proprietary information or know how, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. Further Assurances. At any time and from time to time at the request of Lender, Grantor shall execute and deliver to Lender all such financing statements and other instruments and documents in form and substance reasonably satisfactory to Lender as shall be necessary or desirable to fully perfect, when filed and/or recorded, Lender's security interests granted pursuant to Section 3 of this Agreement. At any time and from time to time, Lender shall be entitled to file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, and to take all such other actions, as Lender may deem necessary or desirable to perfect and to maintain perfected the security interests granted in Section 3 of this Agreement. Before and after the occurrence of any Event of Default, at Lender's request, Grantor shall execute and deliver all such further financing statements, instruments and documents, and shall do all such further acts and things, as may be deemed necessary or desirable by Lender to create and perfect, and to continue and preserve, an indefeasible security interest in the Collateral in favor of Lender, or the priority thereof. With respect to any Collateral consisting of certificated securities, instruments, documents, certificates of title or the like, as to which Lender's security interest need be perfected by, or the priority thereof need be assured by, possession of such Collateral, Grantor will upon demand of Lender deliver possession of same in pledge to Lender with, upon Lender's request, appropriate notations satisfactory to Lender disclosing that such Collateral is subject to Lender's interests. With respect to any Collateral consisting of securities, instruments, partnership or joint venture interests or the like, Grantor hereby consents and agrees that the issuers of, or obligors on, any such Collateral, or any registrar or transfer agent or trustee for any such Collateral, shall be entitled to accept the provisions of this Agreement as conclusive evidence of the right of Lender to effect any transfer or exercise any right hereunder or with respect to any such Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by Grantor or any other Person to such issuers or such obligors or to any such registrar or transfer agent or trustee.

3. Security Agreement. For valuable consideration, Grantor hereby assigns and pledges to Lender, and grants to Lender a security interest in, all presently existing and hereafter acquired Collateral, as security for the timely payment and performance of all of the Secured Obligations. This Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them, or from time to time create new Secured Obligations after all or any prior Secured Obligations have been satisfied, and notwithstanding the bankruptcy of Grantor or any other Person or any other event or proceeding affecting any Person.

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4. Delivery of Certain Pledged Collateral and Pledged Debt. Promptly, but in any event no later than 30 calendar days after the Closing Date, Grantor shall cause (i) all uncertificated Equity Interests listed on Schedule 3 to be certificated and (ii) to be pledged and delivered to Lender the Certificates evidencing the Equity Interests listed on Schedule 3 hereto and any certificate or instrument constituting other investment property or Pledged Debt in an outstanding principal amount of over $100,000, each of which has been listed on Schedule 3 hereto. Following the Closing Date, Grantor will promptly notify Lender of the creation of any Certificates and any certificate or instrument constituting investment property or Pledged Debt in an outstanding principal amount of over $100,000 and deliver such Certificates, investment property and Pledged Debt to Lender within 5 Banking Days of their creation. All Certificates, investment property and Pledged Debt at any time delivered to Lender shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Lender. Lender shall hold all Certificates, investment property and Pledged Debt pledged hereunder pursuant to this Agreement unless and until released in accordance with Section 5 of this Agreement.

5. Release of Pledged Collateral. Collateral that is required to be released from the pledge and security interest created by this Agreement in order to permit Grantor to consummate any disposition of stock or assets, merger, consolidation, amalgamation, acquisition, or dividend payment or distribution that Grantor is entitled to consummate pursuant to the Loan Documents, if any, shall be so released by Lender at such times and to the extent necessary to permit Grantor to consummate such permitted transactions promptly following Lender's receipt of written request therefor by Grantor specifying the purpose for which release is requested and such further certificates or other documents as Lender shall request in its discretion to confirm that Grantor is permitted to consummate such transaction in accordance with the Loan Documents and to confirm Lender's replacement Lien on appropriate collateral (unless replacement collateral is not required pursuant to the Loan Documents). Any request for any permitted release shall be transmitted to Lender. Lender, at the expense of Grantor, promptly shall redeliver all Certificates, investment property and Pledged Debt and shall execute and deliver to Grantor all documents requested by Grantor that are reasonably necessary to release Collateral of record whenever Grantor shall be entitled to the release thereof in accordance with this Section.

6. Grantor's Representations, Warranties and Agreements. Grantor represents, warrants and agrees that: (a) Grantor owns the Collateral free and clear of any Lien except as expressly permitted by the Loan Agreement, (b) Grantor owns the sole, full and clear title to all of the existing Collateral and Grantor has the right and power to grant the security interests granted hereunder in the Collateral; (c) Grantor has the right and power to pledge the Collateral and grant a security interest in the Collateral to Lender without the consent, approval or authorization of, or notice to, any Person (other than such consents, approvals, authorization or notices which have been obtained or given prior to the date hereof) and such pledge and security interest constitutes the valid, binding and enforceable obligation of Grantor, enforceable against Grantor in accordance with the terms hereof and the other Loan Documents; (d) all Equity Interests that constitute a portion of the Pledged Collateral are duly authorized, validly issued in accordance with all applicable laws, fully paid and non-assessable, and represent one hundred percent (100%) of the Equity Interests owned by Grantor in the applicable Subsidiary other than a Foreign Subsidiary and represent the Foreign Pledge Percentage of the Equity

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Interests in each Foreign Subsidiary; (e) except as specifically permitted under the Loan Documents, Grantor will not (i) sell, assign, exchange, transfer, or otherwise dispose of, or contract to sell, assign, exchange, transfer, or otherwise dispose of, or grant any option with respect to, any of the Collateral, (ii) create or permit to exist any Lien upon or with respect to any of the Collateral, except for Liens permitted pursuant to the Loan Agreement, or (iii) take any action with respect to the Collateral which is inconsistent with the provisions or purposes of this Agreement or any other Loan Document; (f) Grantor will pay, prior to delinquency, all taxes, charges, Liens and assessments against the portion of the Collateral owned by it, except such as are timely contested in good faith, and upon its failure to pay or so contest such taxes, charges, Liens and assessments, Lender at its option may pay any of them, and Lender shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same; (g) the Collateral will not be used for any unlawful purpose or in violation of any law, regulation or ordinance, nor used in any way that will void or impair any insurance required to be carried in connection therewith; (h) Grantor will, to the extent consistent with good business practice in its industry, keep the portion of the Collateral owned by it in reasonably good repair, working order and condition, and from time to time make all needful and proper repairs, renewals, replacements, additions and improvements thereto and, as appropriate and applicable, will otherwise deal with such portion of the Collateral in all such ways as are considered good practice by owners of like property; (i) Grantor will take all reasonable steps to preserve and protect the portion of the Collateral owned by it, including, with respect to the Patents, Trademarks and Copyrights, the filing of any renewal affidavits and applications; (j) as of the date hereof, Grantor has no Trademarks registered, or subject to pending applications, in the USPTO, or to the best knowledge of Grantor, any similar office or agency in the United States of America other than those described in Schedule 1 attached hereto; (k) as of the date hereof, Grantor has no Patents registered, or subject to pending applications, in the USPTO, or to the best knowledge of Grantor, any similar office or agency in the United States of America other than those described in Schedule 2 attached hereto; (l) except as listed on Schedule 8.6 to the Loan Agreement, to the best of Grantor's knowledge there are no actions, suits, proceedings or investigations pending or threatened in writing against Grantor before any governmental authority which could reasonably be expected to cause any portion of the IP Collateral to be adjudged invalid or unenforceable, in whole or in part; (m) Grantor shall not file any application for the registration of a Patent, Trademark or Copyright with the USPTO, USCO (as defined below) or any similar office or agency in the United States of America, or any State therein, unless Grantor promptly thereafter notifies Lender of such action; (n) Grantor has not abandoned any Patent, Trademark or Copyright, and Grantor will not do any act, or omit to do any act, whereby any Patent, Trademark or Copyright may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable unless permitted by the Loan Agreement or Grantor has obtained the written consent of Lender; (o) Grantor shall promptly notify Lender promptly if it knows or has reason to know of any reason why any applicable registration or recording of any Patent, Trademark or Copyright of any material value may become abandoned, canceled, invalidated, or unenforceable; (p) subject to the preceding limitations respecting immaterial Patents, Trademarks or Copyright, Grantor will render any assistance, as Lender may reasonably determine is necessary, to Lender in any proceeding before the USPTO, the USCO, any federal or state court, or any similar office or agency in the United States of America, or any State therein, to maintain any Patent, Trademark or Copyright and to protect Lender's security interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of

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incontestability and opposition, interference, and cancellation proceedings; (q) Grantor will promptly notify Lender if Grantor learns of any use by any Person of any term or design likely to cause confusion with any of the Trademarks which are material to Grantor's business, or of any use by any Person of any other process or product which infringes upon any of the Trademarks in a manner which is material to Grantor's business, and if requested by Lender, Grantor, at its expense, shall join with Lender in such action as Lender in Lender's discretion may reasonably deem advisable for the protection of Lender's interest in and to the Trademarks; (r) Grantor assumes all responsibility and liability arising from the use of the Trademarks, Patents and Copyrights, and Grantor hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any affiliate or Subsidiary thereof) in connection with any Patent, Trademark or Copyright or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by Grantor or any affiliate or Subsidiary thereof; (s) Grantor shall promptly notify Lender in writing of any adverse determination in any proceeding in the USPTO, USCO, or any other foreign or domestic governmental authority, court or body, regarding Grantor's claim of ownership in any of the Trademarks, Patents or Copyrights, and in the event of any infringement of any Trademarks, Patents or Copyrights owned by Grantor by a third party which is material to Grantor's business, Grantor shall promptly notify Lender of such infringement and sue for and diligently pursue damages for such infringement, and if Grantor shall fail to take such action within one (1) month after such notice is given to Lender, Lender may, but shall not be required to, itself take such action in the name of Grantor, and Grantor hereby appoints Lender the true and lawful attorney of Grantor, for it and in its name, place and stead, on behalf of Grantor, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantor, net of reasonable costs and reasonable attorneys' fees, to be applied to the Secured Obligations; (t) Grantor will maintain, with responsible insurance companies, insurance covering the Collateral against such insurable losses as is required by the Loan Agreement and as is consistent with sound business practice, and will cause Lender to be designated as loss payee (as customary for secured parties based on the type of insurance) with respect to all insurance (whether or not required by the Loan Agreement), will obtain the written agreement of the insurers that such insurance shall not be cancelled, terminated or materially modified to the detriment of Lender without at least 30 days' prior written notice to Lender, and will furnish copies of such insurance policies or certificates to Lender promptly upon request therefor and will otherwise comply with the terms and provisions of the Loan Agreement with respect to such insurance coverage; (u) Grantor will promptly notify Lender in writing in the event of any substantial or material damage to the Collateral (considered as a whole) from any source whatsoever, and, except for the disposition of collections and other proceeds of the Collateral permitted by Section 9 hereof, Grantor will not remove or permit to be removed any part of the Collateral from its places of business without the prior written consent of Lender, except for such items of the Collateral as are removed in the ordinary course of business or in connection with any transaction or disposition otherwise permitted by the Loan Documents; (v) in the event Grantor changes its name or its address as either are set forth herein or in the Loan Agreement, Grantor will notify Lender of such name and/or address change promptly, but in any event, within thirty (30) days after such change; (w) as of the date hereof, Grantor does not have any Copyrights registered with the United States Copyright Office ("USCO"), or any similar office or agency in the United States of America, or elsewhere other

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than those described in Schedule 4 attached hereto; (x) Grantor authorizes Lender to modify this Agreement by amending the Schedules hereto include any new IP Collateral, renewal thereof or any IP Collateral applied for and obtained hereafter; and Grantor shall, upon request of Lender from time to time execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be requested by Lender to evidence the assignment of a security interest in each such IP Collateral; (y) as of the date hereof, Grantor has no Material Commercial Tort Claims other than those described in Schedule 5 attached hereto and Grantor hereby covenants and agrees that it shall provide Lender with prompt written notice of each Material Commercial Tort Claim, and any judgment, settlement or other disposition thereof and will take such action as the Lender may request to grant and perfect a security interest therein in favor of the Lender; (z) as of the date hereof, Schedule 6 attached hereto sets forth each of the material Licenses, in each case included in the Collateral owned or held by or on behalf of Grantor, and all other material Intellectual Property of Grantor; (aa) as of the date hereof, Schedule 7 attached hereto sets forth each letter of credit giving rise to a letter of credit right included in the Collateral owned or held by or on behalf of Grantor; and (bb) with respect to the Copyright Collateral, Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Lender, relating to the creation, validity, or perfection of the security interests provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., 17 U.S.C. Sections 101, 201 et seq., the CCC or other law of the United States of America, the State of California, other States or any other domestic or foreign jurisdiction as Lender may from time to time reasonably request, and shall take all such other action as Lender may reasonably require to perfect Lender's security interest in any of the Copyright Collateral and to completely vest in and assure to Lender its rights hereunder in any of the Copyright Collateral, and Grantor hereby irrevocably authorizes Lender or its designee, at Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without Grantor's signature, as Lender may reasonably deem appropriate. In the event that any recording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interests in the Copyright Collateral, Grantor shall, at its' sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Lender. Grantor further authorizes Lender to have this or any other similar agreement recorded or filed with the USCO or other appropriate federal, state or foreign government office. Grantor hereby agrees that if any Collateral that is Pledged Securities, Pledged Debt or other investment property (other than investment property held in a securities account) is at any time not evidenced by certificates of ownership, then it shall (A) cause the issuer thereof to execute and deliver to the Lender an acknowledgment of the pledge, and (B) if necessary to perfect a security interest in such Pledged Securities, Pledged Debt or other investment property, cause such pledge to be recorded on the equityholder register or the books of the issuer, execute any customary pledge forms or other documents necessary or appropriate to complete the pledge and give the Lender the right to transfer such Pledged Securities, Pledged Debt or other investment property under the terms hereof.

7. Deposit and Securities Accounts. For each deposit account and securities account included in the Collateral that Grantor at any time opens or maintains, Grantor shall, at Lender's request and option, cause the depositary bank or applicable financial institution to agree to comply at any time with instructions from Lender to such depositary bank or applicable

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financial institution directing the disposition of funds or other Collateral from time to time credited to such deposit account or securities account, as applicable, without further consent of Grantor, pursuant to an agreement (a "Control Account Agreement") in form and substance acceptable to Lender. Without limitation on the foregoing, Lender shall also have the right at any time, whether or not an Event of Default shall have occurred or be continuing, to make inquiry of each applicable depositary institution or applicable financial institution at which a deposit account or securities account is maintained to verify the account balance of such account.

8. Lender's Rights Regarding Collateral. At any time (whether or not an Event of Default has occurred), and without notice or demand and at the expense of Grantor, Lender may, to the extent it may be necessary or desirable to protect the security hereunder, but Lender shall not be obligated to: (a) at all reasonable times on reasonable notice, enter upon any premises on which Collateral is situated and examine the same or (b) perform any obligation of Grantor under this Agreement or any obligation of any other Person under the Loan Documents. At the expense of Grantor, Lender may, to the extent it may be necessary or desirable to protect the security hereunder, but Lender shall not be obligated to: (i) at any time and from time to time following the occurrence and during the continuance of an Event of Default, notify obligors on the Collateral that the Collateral has been assigned to Lender; and (ii) at any time and from time to time request from obligors on the Collateral, in the name of Grantor or in the name of Lender, information concerning the Collateral and the amounts owing thereon. The foregoing power of attorney is coupled with an interest and is irrevocable. Grantor shall maintain books and records pertaining to the Collateral in such detail, form and scope as Lender shall reasonably require consistent with Lender's interests hereunder. Grantor shall at any time at Lender's request, mark the Collateral and/or Grantor's ledger cards, books of account and other records relating to the Collateral with appropriate notations satisfactory to Lender disclosing that they are subject to Lender's security interests. Lender shall at all reasonable times on reasonable notice have full access to and the right to audit any and all of Grantor's books and records pertaining to the Collateral, and to confirm and verify the value of the Collateral and to do whatever else Lender reasonably may deem necessary or desirable to protect its interests; provided, however, that any such action which involves communicating with customers of Grantor shall be carried out by Lender through Grantor's independent auditors unless Lender shall then have the right directly to notify obligors on the Collateral as provided in Section 12. Lender shall be under no duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral, to exercise any voting rights or managerial rights with respect to any Collateral, whether or not an Event of Default shall have occurred, or to make or give any presentments, demands for performance, notices of non-performance, protests, notices of protests, notices of dishonor or notices of any other nature whatsoever in connection with the Collateral or the Secured Obligations. Lender shall be under no duty or obligation whatsoever to take any action to protect or preserve the Collateral or any rights of Grantor therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith.

9. Collections on the Collateral. Except as otherwise provided in any Loan Document, Grantor shall have the right to use and to continue to make collections on and receive dividends and other proceeds of all of the Collateral in the ordinary course of business so long as no Event of Default shall have occurred and be continuing. Upon the occurrence and during the

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continuance of an Event of Default, at the option of Lender, Grantor's right to make collections on and receive dividends and other proceeds of the Collateral and to use or dispose of such collections and proceeds shall terminate, and any and all dividends, proceeds and collections, including all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by Grantor in trust for Lender and immediately delivered in kind to Lender. Any remittance received by Grantor from any Person shall be presumed to relate to the Collateral and to be subject to Lender's security interests. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right at all times to receive, receipt for, endorse, assign, deposit and deliver, in the name of Lender or in the name of Grantor, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; and Grantor hereby authorizes Lender to affix, by facsimile signature or otherwise, the general or special endorsement of it, in such manner as Lender shall deem advisable, to any such instrument in the event the same has been delivered to or obtained by Lender without appropriate endorsement, and Lender and any collecting bank are hereby authorized to consider such endorsement to be a sufficient, valid and effective endorsement by Grantor, to the same extent as though it were manually executed by the duly authorized officer of Grantor, regardless of by whom or under what circumstances or by what authority such facsimile signature or other endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and Grantor hereby expressly waives demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument.

10. Possession of Collateral by Lender. Any or all of the Collateral delivered to Lender may be held in an interest-bearing or non-interest-bearing account, in Lender's sole and absolute discretion, and Lender may, in its discretion, apply any such interest to payment of the Secured Obligations. Nothing herein shall obligate Lender to invest any Collateral or obtain any particular return thereon. Upon the occurrence and during the continuance of an Event of Default, whenever any of the Collateral is in Lender's possession, custody or control, Lender may use, operate and consume the Collateral, whether for the purpose of preserving and/or protecting the Collateral, or for the purpose of performing any of Grantor's obligations with respect thereto, or otherwise. Lender may at any time deliver or redeliver the Collateral or any part thereof to Grantor, and the receipt of any of the same by Grantor shall be complete and full acquittance for the Collateral so delivered, and Lender thereafter shall be discharged from any liability or responsibility therefor. So long as Lender exercises reasonable care with respect to any Collateral in its possession, custody or control, Lender shall have no liability for any loss of or damage to such Collateral, and in no event shall Lender have liability for any diminution in value of Collateral occasioned by economic or market conditions or events. Lender shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of Lender is accorded treatment substantially equal to that which Lender accords its own property, it being understood that Lender shall not have any responsibility for (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not Lender has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

11. Events of Default. There shall be an Event of Default hereunder upon the occurrence and during the continuance of an Event of Default under the Loan Agreement.

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12. Rights Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, Lender shall have, in any jurisdiction where enforcement hereof is sought, in addition to all other rights and remedies that Lender may have under applicable law or in equity or under this Agreement (including, without limitation, all rights set forth in Section 8 hereof) or under any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction, and, in addition, the following rights and remedies, all of which may be exercised with or without notice to Grantor and without affecting the Obligations of Grantor hereunder or under any other Loan Document, or the enforceability of the Liens and security interests created hereby: (a) to foreclose the Liens and security interests created hereunder or under any other agreement relating to any Collateral by any available judicial procedure or without judicial process; (b) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (c) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be acceptable to Lender; (d) to notify obligors on the Collateral that the Collateral has been assigned to Lender and that all payments thereon are to be made directly and exclusively to Lender; (e) to notify any Issuer of any Pledged Securities, and any and all other obligors on any Collateral, that the same has been pledged to Lender and that all Restricted Payments, interest and other payments thereon are to be made directly and exclusively to Lender, (f) to collect by legal proceedings or otherwise all dividends, Restricted Payments, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (g) to cause the Collateral to be registered in the name of Lender, as legal owner; (h) to enter into any extension, reorganization, deposit, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith Lender may deposit or surrender control of the Collateral and/or accept other property in exchange for the Collateral; (i) to settle, compromise or release, on terms acceptable to Lender, in whole or in part, any amounts owing on the Collateral and/or any disputes with respect thereto; (j) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of Lender or in the name of Grantor; (k) to enforce payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of Lender or in the name of Grantor, any and all steps, actions, suits or proceedings deemed by Lender necessary or desirable to effect collection of or to realize upon the Collateral, including any judicial or nonjudicial foreclosure thereof or thereon, and Grantor specifically consents to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by Lender which may release any Loan Party from personal liability on any of the Collateral, and Grantor waives any right not expressly provided for in this Agreement to receive notice of any public or private judicial or nonjudicial sale or foreclosure of any security or any of the Collateral; and any money or other property received by Lender in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by Lender or Grantor may be applied by Lender without notice to Grantor to the Secured Obligations in such order and manner as Lender in its sole discretion shall determine; (l) to insure, process and preserve the Collateral; (m) to exercise all rights (including voting rights), remedies, powers or privileges provided under any of the Loan Documents; (n) to remove, from any premises where the same may be located,

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the Collateral and any and all documents, instruments, files and records, and any receptacles and cabinets containing the same, relating to the Collateral, and Lender may, at the cost and expense of Grantor, use such of its supplies, equipment, facilities and space at its places of business as may be necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the portion of the Collateral or to properly administer and control the handling of collections and realizations thereon, and Lender shall be deemed to have a rent-free tenancy of any premises of Grantor for such purposes and for such periods of time as reasonably required by Lender; (o) to receive, open and dispose of all mail addressed to Grantor and notify postal authorities to change the address for delivery thereof to such address as Lender may designate; provided that Lender agrees that it will promptly deliver over to Grantor such opened mail as does not relate to the Collateral; and (p) to exercise all other rights, powers, privileges and remedies of an owner of the Collateral; all at Lender's sole option and as Lender in its sole discretion may deem advisable. Grantor will, at Lender's request, assemble the Collateral and make it available to Lender at places which Lender may reasonably designate, whether at the premises of Grantor or elsewhere, and will make available to Lender, free of cost, all premises, equipment and facilities of Grantor for the purpose of Lender's taking possession of the Collateral or storing same or removing or putting the Collateral in salable form or selling or disposing of same.

Upon the occurrence and during the continuance of an Event of Default, Lender also shall have the right, without notice or demand, either in person, by agent or by a receiver to be appointed by a court (and Grantor hereby expressly consents upon the occurrence and during the continuance of an Event of Default to the appointment of such a receiver), and without regard to the adequacy of any security for the Secured Obligations, to take possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof. Upon the occurrence and during the continuance of an Event of Default, Lender shall further have the right to use any of the IP Collateral in connection with the exercise of its rights and remedies hereunder, including for the sale of goods, completion of work in process or rendering of services in connection with enforcing any of the security interests granted to Lender by Grantor. Taking possession of the Collateral shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by said court.

Any public or private sale or other disposition of the Collateral may be held at any office of Lender, or at Grantor's places of business, or at any other place permitted by applicable law, and without the necessity of the Collateral's being within the view of prospective purchasers. Lender may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine, and Grantor expressly waives any right to direct the order and manner of sale of any Collateral. Lender or any Person on Lender's behalf may bid and purchase at any such sale or other disposition. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied, first, to the expenses (including reasonable attorneys' fees and disbursements) of retaking, holding, storing, processing and preparing for sale or lease, selling, leasing, collecting, liquidating and the like, and then to the satisfaction of the Secured Obligations in such order as shall be determined by Lender in its sole and absolute discretion. Grantor and any other Person then obligated therefor shall pay to Lender on demand any deficiency with regard thereto which may remain after such sale, disposition, collection or liquidation of the Collateral.

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Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will send or otherwise make available to Grantor reasonable notice of the time and place of any public sale thereof or of the time on or after which any private sale thereof is to be made. The requirement of sending reasonable notice conclusively shall be met if such notice is given to Grantor in accordance with the Loan Agreement at least ten (10) days before the date of the sale. Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided for in this paragraph.

With respect to any Collateral, including the Pledged Collateral, consisting of securities, partnership interests, joint venture interests, investments or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable laws, Lender may, in its sole and absolute discretion, sell all or any part of such Collateral at private sale in such manner and under such circumstances as Lender may deem necessary or advisable in order that the sale may be lawfully conducted. Without limiting the foregoing, Lender may (i) approach and negotiate with a limited number of potential purchasers, and (ii) restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, Grantor agrees that if such Collateral is sold for a price which Lender in good faith believes to be reasonable under the circumstances then existing, then (a) the sale shall be deemed to be commercially reasonable in all respects, (b) Grantor shall not be entitled to a credit against the Secured Obligations in an amount in excess of the purchase price, and (c) Lender shall not incur any liability or responsibility to Grantor in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. Grantor recognizes that a ready market may not exist for such Collateral if it is not regularly traded on a recognized securities exchange, and that a sale by Lender of any such Collateral for an amount substantially less than a pro rata share of the fair market value of the issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded.

Upon the occurrence and during the continuance of an Event of Default, Lender may use any of the IP Collateral in connection with the exercise of its rights and remedies hereunder, including for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Lender by Grantor. In connection therewith, Lender may grant such license or licenses relating to the IP Collateral for such term or terms, on such conditions and in such manner, as Lender shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries. In connection with any such license or any sale or other disposition of the IP Collateral (or any part thereof), Grantor shall supply to Lender, or Lender's designee, Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the IP Collateral and Grantor's customer lists and other records relating to the IP Collateral and the distribution thereof.

Upon consummation of any sale of Collateral hereunder, Lender shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold.

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Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of Grantor or any other Person, and Grantor hereby waives (to the extent permitted by applicable laws) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, Lender shall not be required to apply any portion of the sale price to the Secured Obligations until such amount actually is received by Lender, and any Collateral so sold may be retained by Lender until the sale price is paid in full by the purchaser or purchasers thereof. Lender shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

13. Voting Rights; Dividends; etc. With respect to any Collateral consisting of securities, partnership interests, joint venture interests, investments or the like, including any Pledged Collateral (referred to collectively and individually in this Section 13 and in Section 14 as the "Investment Collateral"), so long as no Default or Event of Default occurs and remains continuing:

13.1 Voting Rights. Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Investment Collateral, or any part thereof, for any purpose not inconsistent with the terms of this Agreement, the Loan Agreement, or the other Loan Documents; provided, however, that Grantor shall not exercise, or shall refrain from exercising, any such right if it would result in a Default or an Event of Default.

13.2 Interest Dividend and Distribution Rights. Except as otherwise provided in any Loan Document, Grantor shall be entitled to receive and to retain and use any and all interest and Restricted Payments paid in respect of the Investment Collateral; provided, however, that, any and all such interest and Restricted Payments received in the form of capital stock, or other equity interests, certificated securities, warrants, options or rights to acquire any Equity Interests forthwith shall be, and the certificates representing such Equity Interests, if any, forthwith shall be delivered to Lender to hold as pledged Collateral and shall, if received by Grantor, be received in trust for the benefit of Lender, be segregated from the other property of Grantor, and forthwith be delivered to Lender as pledged Collateral in the same form as so received (with any necessary endorsements in suitable form for transfer by delivery or accompanied by executed and undated instruments of transfer or assignment in blank, all in form and substance satisfactory to Lender).

14. Rights During Event of Default. With respect to any Investment Collateral, so long as a Default or Event of Default has occurred and is continuing:

14.1 Voting, Dividend, and Distribution Rights. At the option of Lender, all rights of Grantor to exercise the voting and other consensual rights which they would otherwise be entitled to exercise pursuant to Section 13.1 above, and to receive the interest and Restricted Payments which they would otherwise be authorized to receive and retain pursuant to Section 13.2 above, shall cease, and all such rights thereupon shall become vested in Lender which thereupon shall have the sole right to exercise such voting and other consensual rights and to receive and to hold as pledged Collateral such interest and Restricted Payments.

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14.2 Dividends and Distributions Held in Trust. All Restricted Payments which are received by Grantor contrary to the provisions of this Agreement shall be received in trust for the benefit of Lender, shall be segregated from other funds of Grantor, and forthwith shall be paid over to Lender as pledged Collateral in the same form as so received (with any necessary endorsements).

14.3 Irrevocable Proxy. Grantor does hereby revoke all previous proxies with regard to the Investment Collateral and appoints Lender as its proxyholder to attend and vote at any and all meetings of the shareholders or other equity holders of the Persons that issued the Investment Collateral and any adjournments thereof, held on or after the date of the giving of this proxy and prior to the termination of this proxy, and to execute any and all written consents of shareholders or other equity holders of such Persons executed on or after the date of the giving of this proxy and prior to the termination of this proxy, with the same effect as if Grantor had personally attended the meetings or had personally voted its shares or other interests or had personally signed the written consents; provided, however, that the proxyholder shall have rights hereunder only upon the occurrence and during the continuance of a Default or Event of Default. Grantor hereby authorizes Lender to substitute another Person as the proxyholder and, upon the occurrence and during the continuance of any Default or Event of Default, hereby authorizes the proxyholder to file this proxy and any substitution instrument with the secretary or other appropriate official of the appropriate Person. This proxy is coupled with an interest and is irrevocable until such time as no commitment to extend credit to Grantor remains outstanding from Lender and until such time as all Secured Obligations have been paid and performed in full.

15. Attorney-in-Fact. Grantor hereby irrevocably nominates and appoints Lender as its attorney-in-fact for the following purposes (a) to do all acts and things which Lender may deem necessary or advisable to perfect and continue perfected the security interests created by this Agreement and to preserve, protect and maintain the Collateral, and, upon the occurrence and during the continuance of an Event of Default, to process and develop the Collateral; (b) upon the occurrence and during the continuance of an Event of Default, to do any and every act which Grantor is obligated to do under this Agreement, at the expense of Grantor and without any obligation to do so; (c) to prepare, sign, file and/or record, for Grantor, in the name of Grantor, any financing statement, application for registration, or like paper, and to take any other action deemed by Lender necessary or desirable in order to perfect or maintain perfected the security interests granted hereby; (d) to execute any and all papers and instruments and do all other things necessary or desirable to preserve and protect the Collateral and to protect Lender's security interests therein, and (e) upon the occurrence and during the continuance of an Event of Default, to endorse and transfer the Pledged Collateral to any transferee or designee; provided, however, that Lender shall be under no obligation whatsoever to take any of the foregoing actions, and if Lender so acts, it shall have no liability or responsibility for any such action taken with respect thereto. The foregoing power of attorney is coupled with an interest and is irrevocable.

16. Costs and Expenses. Grantor agrees to pay to Lender all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Lender in the enforcement or attempted enforcement of this Agreement (including in connection with any workout, restructuring, bankruptcy, insolvency or other similar proceeding), whether or not an action is filed in connection therewith, and in connection with any waiver,

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supplementation, extension, renewal or amendment of any term or provision hereof. All advances, charges, costs and expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Lender in exercising any right, privilege, power or remedy conferred by this Agreement (including, without limitation, the right to perform any Secured Obligation of Grantor under the Loan Documents), or in the enforcement or attempted enforcement thereof (including in connection with any workout, restructuring, bankruptcy, insolvency or other similar proceeding), shall be secured hereby and shall become a part of the Secured Obligations and shall be paid to Lender by Grantor, immediately upon demand, together with interest thereon at the rate(s) provided for under the Loan Agreement.

17. Statute of Limitations and Other Laws. Until the Secured Obligations shall have been paid and performed in full and no commitment to extend credit to Grantor remains outstanding from Lender, the power of sale and all other rights, privileges, powers and remedies granted to Lender hereunder shall continue to exist and may be exercised by Lender at any time and from time to time in accordance with the terms of the Loan Documents irrespective of the fact that any of the Secured Obligations may have become barred by any statute of limitations. Grantor expressly waives the benefit of any and all statutes of limitation, and any and all laws providing for exemption of property from execution or for valuation and appraisal upon foreclosure, to the maximum extent permitted by applicable law.

18. Other Agreements. Nothing herein shall in any way modify or limit the effect of terms or conditions set forth in any other security or other agreement executed by Grantor or in connection with the Secured Obligations, but each and every term and condition hereof shall be in addition thereto. All provisions contained in the Loan Agreement or any other Loan Document that apply to Loan Documents generally are fully applicable to this Agreement and are incorporated herein by this reference as though set forth herein in full.

19. Understandings with Respect to Waivers and Consents. Grantor warrants and agrees that each of the waivers and consents set forth herein is made after consultation with legal counsel and with full knowledge of its significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which Grantor otherwise may have against Lender or others, or against Collateral, and that, under the circumstances, the waivers and consents herein given are reasonable and not contrary to public policy or law. If any of the waivers or consents herein are determined to be contrary to any applicable law or public policy, such waivers and consents shall be effective to the maximum extent permitted by law.

20. Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by Lender, whether as a "voidable preference," "fraudulent conveyance," or otherwise (and whether by litigation, settlement, demand 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

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or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

21. Covenant Not to Issue Uncertified Securities. Grantor represents and warrants to Lender that (i) all of its Equity Interests in the Issuers that are certificated on the Closing Date are "Certificated securities" (as contemplated by Section 8 of the CCC), and (ii) all of its Equity Interests in the Issuers that are uncertificated on the Closing Date will be "Certificated securities" (as contemplated by Section 8 of the CCC) upon the creation of the certificates required to be delivered to the Lender pursuant to Section 4 of this Agreement. Grantor covenants to Lender that it will not cause the Issuers to issue any Equity Interests in the form of "Uncertificated securities" (as contemplated by Section 8 of the CCC) or seek to convert all or any part of its existing Equity Interests in the Issuers into "Uncertificated securities" (as contemplated by Section 8 of the CCC). The foregoing representations, warranties and covenants shall survive the execution and delivery of this Agreement.

22. Covenant Not to Dilute Interests of Lender in Pledged Securities. Grantor represents, warrants and covenants to Lender that it will not at any time cause or permit any Issuer to issue any additional Equity Interests, or any warrants, options or other rights to acquire any additional Equity Interests, if the effect thereof would be to dilute in any way the interests of Lender in any Pledged Securities or in any Issuer.

23. Release of Grantor. This Agreement and all obligations of Grantor hereunder shall be released when all Secured Obligations have been paid and performed in full and when no portion of any commitment of Lender to extend credit to Grantor remains outstanding. Upon such satisfaction of Grantor's obligations hereunder, Lender shall return any pledged Collateral to Grantor, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantor, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Lender's interests arising under this Agreement, all as reasonably requested by, and at the sole expense of, Grantor.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

25. Additional Powers and Authorization. Notwithstanding anything contained herein to the contrary, Lender may employ agents, trustees, or attorneys-in-fact and may vest any of them with any property (including, without limitation, any Collateral pledged hereunder), title, right or power deemed necessary for the purposes of such appointment.

26. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF CALIFORNIA. TO THE EXTENT THAT LENDER HAS GREATER RIGHTS OR REMEDIES UNDER FEDERAL LAW, WHETHER AS A NATIONAL BANK OR OTHERWISE, THIS PARAGRAPH SHALL NOT BE DEEMED TO DEPRIVE LENDER OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW.

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27. DISPUTE RESOLUTION PROVISION. This Agreement is subject to the "Dispute Resolution Provision" between Grantor and Lender set forth in the Loan Agreement.

28. Notices Generally. All notices and other communications provided for herein shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, or sent by facsimile: (a) with respect to Grantor and the Issuers, to Grantor at the address or fax number designated for Grantor in the Loan Agreement or to such other address as may be designated by such Person in a written notice sent to all other parties in accordance with this Section and (b) with respect to Lender, to Lender at the address or fax number designated in the Loan Agreement or to such other address as may be designated by Lender in a written notice sent to all other parties in accordance with this Section. Notices and other communications shall be effective (i) if mailed, upon the earlier of receipt or five days after deposit in the U.S. mail, first class, postage prepaid, (ii) if telecopied, when transmitted, or (iii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

29. Consent to Issuers' Agreement. Grantor hereby consents to the covenants and agreements of the Issuers set forth in Section 30.

30. Acknowledgement and Agreement of the Issuers.

30.1 Each Issuer acknowledges and consents to Grantor's agreements set forth in the foregoing provisions of this Agreement.

30.2 Each Issuer acknowledges that (i) each of the Equity Interests it has issued to Grantor that are certificated on the Closing Date are "Certificated securities" (as contemplated by Section 8 of the CCC), and (ii) each of the Equity Interests in the Issuers that are uncertificated on the Closing Date will be "Certificated securities" (as contemplated by Section 8 of the CCC) upon the creation of the certificates required to be delivered to the Lender pursuant to Section 4 of this Agreement. Each Issuer covenants to Lender that it will not issue any Equity Interests in the form of "Uncertificated securities" (as contemplated by Section 8 of the CCC) or seek to convert all or any part of the Equity Interests it has issued into "Uncertificated securities" (as contemplated by Section 8 of the CCC).

30.3 Each Issuer agrees (i) that it will comply with any and all orders originated by Lender with respect to the Pledged Securities, including, without limitation, orders from Lender to make Lender or any purchaser or transferee, the registered holder or registered owner of the Pledged Securities, in each case without further consent by Grantor or any other Person and (ii) waives any right or requirement at any time hereafter to receive a copy of this Agreement in connection with the registration of any Pledged Collateral in the name of the Lender or its nominees or the exercise of voting rights by the Lender or its nominees.

[THIS SPACE INTENTIONALLY LEFT BLANK -

SIGNATURE PAGE TO FOLLOW]

TRADEMARK
REEL: 004079 FRAME: 0100

IN WITNESS WHEREOF, Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

"Grantor"

METAGENICS, INC.,
a Delaware corporation

By: _____
Name: JERRY H MORRY
Title: CFO

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Lender"

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 004079 FRAME: 0101

IN WITNESS WHEREOF, Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

"Grantor"

METAGENICS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Lender"

BANK OF AMERICA, N.A.

By: Bansree M. Parikh
Name: BANSREE M. PARIKH
Title: VP

TRADEMARK
REEL: 004079 FRAME: 0102

ACKNOWLEDGED AND AGREED TO
AS OF THE DATE FIRST ABOVE WRITTEN:

"ISSUERS"

METAGENICS FAR EAST, INC.,
a Delaware corporation

By: _____
Name: JERRY H MOREY
Title: CFO

META PROTEOMICS, LLC,
a California limited liability company

By: _____
Name: JERRY H MOREY
Title: CFO

FUTURACHEM, INC.,
a California corporation

By: _____
Name: JERRY H MOREY
Title: CFO

GORDON PILLER INVESTMENTS LIMITED,
a _____

By: _____
Name: JERRY H MOREY
Title: CFO

METAGENICS EUROPE BVBA,
a _____

By: _____
Name: JERRY H MOREY
Title: CFO

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SCHEDULE 1

TO

BORROWER SECURITY AGREEMENT

Trademarks

See Attached.

U.S. Registered Trademarks:				
Mark	Registration No.	Registration Date	Serial No.	Next Filing Due
Actifolate	2,872,256	8/10/2004	76/407,599	Section 8 & 15
ActivCoat	2,863,377	7/13/2004	76/449,727	Section 8 & 15
Adrenogen	2,267,117	8/3/1999	75/502,805	Renewal
Adreset	2,631,671	10/8/2002	76/371,061	Renewal
Advaclear	2,751,274	8/12/2003	76/432,478	Section 8 & 15
Alapars	2,789,667	12/2/2003	76/471,731	Section 8 & 15
AmyloStar	2,941,254	4/19/2005	76/554,759	Section 8 & 15
Andrographis Plus	2,249,633	6/1/1999	75/475,398	Renewal
BCAA 1000	2,521,397	12/18/2001		Section 8 & 15 cancelled
Benesom	3,354,252	12/11/2007	78/895,735	Section 8 & 15
Best Catch Omega			77/672,945	
Bifoviden ID	3,124,340	8/1/2006	78/354,947	Section 8 & 15
BioPure Protein	2,483,934	8/28/2001	75/714,973	Renewal
BioSom	2,536,773	2/5/2002	76/302,941	Renewal
Black Cohosh Plus	2,347,296	5/2/2000	75/754,844	Renewal
Body Comp	1,800,411			Product no longer sold; mark no longer used
Bone Builder	2,730,849	6/24/2003	75/470,960	Section 8 & 15
Bone Builder	3,643,547	6/23/09	78/582,665	~~Application Suspended~~ Registered
Burn Bar	2,276,659	9/7/1999	75/413,482	Renewal
Burn Bar	2,304,051	12/28/1999	75/573,787	Renewal
BXEssentials	3,332,200	11/6/2007	78/833,294	Section 8 & 15
Cal Apatite	1,529,276	3/14/1989	73/703,300	Renewal
Cal Apatite Plus	2,345,652	4/25/2000	75/754,845	Renewal
Cal Matrix	2,733,964	7/8/2003	76/313,588	Section 8 & 15

Candibactin AR	2,505,466	11/6/2001	75/907,613	Renewal
Candibactin BR	2,505,459	11/6/2001	75/903,629	Renewal
Carboplex	1,828,017	3/29/1994	74/406,984	Renewal
Cardiogenics	2,829,083	4/6/2004	76/357,565	Section 8 & 15
Celapro	2,730,219	6/24/2003	76/298,745	Section 8 & 15
Cenitol	2,785,398	11/25/2003	76/279,289	Section 8 & 15
Ceralin	2,525,170	1/1/2002	76/269,699	Renewal
Ceriva	3,332,647	11/6/2007	78/892,106	Section 8 & 15
Chasteberry Plus	2,304,180	12/28/1999	75/591,141	Renewal
Cholarest	3,165,537	10/31/2006	76/357,864	Section 8 & 15
ChondroCare	2,536,735	2/5/2002	76/297,567	Renewal
Cognisure	3,561,966	1/13/2009	77/254,685	Section 8 & 15
Collagenics	1,778,633	6/29/1993	74/325,884	Renewal
COQ-10ST	2,401,080	10/31/2000	75/638,959	Renewal
Coratain	2,689,342			Mark no longer used
Cortico-B5B6	2,621,244	9/17/2002	76/349,910	Renewal
Double Helix Logo (Misc. Design)	2,083,192	7/29/1997		Renewal
EC Matrixx			77/664,131	
Endefen	2,744,034	7/29/2003		Section 8 & 15
E-Drine				mark has been abandoned
Endura	2,176,358	7/28/1998		Renewal
Endura	1,983,746	7/2/1996		Renewal
Endura	1,742,667	12/29/1992		Renewal
Endura and Design	1,932,421	11/7/1995		Renewal
Endurabolic	2,567,441	5/7/2002		Renewal
Energenics	1,980,618	6/18/1996		Renewal
EPA-DHA Complex	2,544,116	3/5/2002	76/029,694	Renewal
EPA-DHA Extra Strength	2,554,254	3/26/2002		Renewal
Essential Defense	2,488,989	9/11/2001	75/840,666	Renewal
Estrium	3,033,076	12/20/2005	78/401,237	Section 8 & 15

Estro Factors	2,738,736	7/15/2003	76/376,566	Section 8 & 15
Ethical Nutrients	2,058,541	5/6/1997		Renewal
Exhilarin	2,300,002	12/14/1999		Renewal
Expressyn	2,911,433	12/14/2004	76/459,253	Section 8 & 15
Expressyn	2,872,389	8/10/2004	76/491,778	Section 8 & 15
EZ Flex	3,051,249	1/24/2006	75/848,784	Section 8 & 15
Fem Essentials	2,241,998	4/27/1999		Renewal
Fem Estro	2,171,427	7/7/1998		Renewal
Fem Estro HP	2,242,049	4/27/1999		Renewal
Fem Estroplex	2,211,884	12/15/1998		Renewal
Fem Prenatal	2,263,588	7/20/1999	75/328,201	Renewal
Fenugreek Plus	2,290,136	11/2/1999		Renewal
Fibroplex	2,332,951	3/21/2000		Renewal
First Line Therapy (Supplemental Register)	2,818,514	2/24/2004	76/433,454	Section 8 & 15
First Line Therapy (Principal Register)	3,467,675	7/15/2008	77/349,868	Section 8 & 15
First Start	3,152,232	10/3/2006	78/637,328	Section 8 & 15
FLT	3,223,130	3/27/2007	78/946,815	Section 8 & 15
Folapro	2,757,248	8/26/2003	76/375,154	Section 8 & 15
Formula Focus	2,626,510	9/24/2002		Section 8 & 15 Cancelled
4R	2,672,941	1/7/2003		Renewal
Functional Medicine Research Center	3,086,835	4/26/2006	78/433,333	Section 8 & 15
Funtional Medicine Research Center (WA state TM)				
Genetic Potential Through Nutrition	2,017,913	11/19/1996		2nd Renewal
GLA Forte	2,479,762	8/21/2001		Renewal
Gluco-Factors	2,618,230	9/10/2002		Renewal
Glutagenics	2,483,703	8/28/2001		Renewal
Glycogenics	2,683,015	2/4/2003	76/353,599	Renewal
Guard'n Bar	2,950,102	5/10/2005	78/268,214	Section 8 & 15
Hemagenics	2,576,183	6/4/2002	76/320,460	Renewal
Hepatacin	2,362,119	6/27/2000		Renewal

Hepataplex	2,615,312	9/3/2002	76/348,036	Renewal
Herbulk	2,146,412	3/24/1998		Renewal
Scientifically Tested Identity-Certified Strains ID	3,187,929	12/19/2006	78/409,012	Section 8 & 15
Immucore	3,357,919	12/18/2007	78/909,048	Section 8 & 15
Inflavonoid 2,326,632 ~~2,236,632~~		3/7/2000		Renewal
Inflavonoid Intensive Care	2,290,137	11/2/1999		Renewal
Inner Health	3,441,502	6/3/2008	77/066,359	Section 8 & 15
Insinase	3,428,653	5/13/2008	78/895,760	Section 8 & 15
Intestinal Guard			77/677,989	
Intesol	2,795,939	12/16/2003	76/462,389	Section 8 & 15
Joint Focus	2,983,971	8/9/2005	78/272,882	Section 8 & 15
Kaprex	2,900,411	11/2/2004	76/490,077	Section 8 & 15
LactoFlamX	3,412,323	4/15/2008	77/084,062	Section 8 & 15
Lactoviden	3,069,125	3/14/2006	78/354,956	Section 8 & 15
Licorice Plus	2,290,138	11/2/1999		Renewal
Lipotain	2,585,178	6/25/2002		Renewal
Luduxin	2,952,550	5/17/2005	76/490,078	Section 8 & 15
Lumina	3,386,783	2/19/2008	78/895,710	Section 8 & 15
Maxi Dophilus	1,748,099	1/26/1993		Renewal
Maxigest	2,318,828	2/15/2000		Renewal
MaxiJoint	3,561,968	1/13/2009	77/254,793	Section 8 & 15
Meotalin	2,232,165			Mark no longer used
Metabotanica	2,302,688	12/21/1999		Renewal
Metabotanica Method and Design	2,496,000	10/9/2001		Renewal
Metahealth	2,758,146	9/2/2003	76/368,450	Section 8 & 15
Metahealth.com	2,731,449	7/1/2003	76/368,680	Section 8 & 15
Meta Fiber	2,666,197	12/24/2002		Renewal
Metagenics Genetic Potential Through Nutrition (and Design)	2,148,578	4/7/1998		Renewal
Metagenics	1,746,757	1/19/1993		Renewal

Metagenics	2,990,375	8/30/2005	78/272,071	Section 8 & 15
Metagest	2,329,762	3/14/2000		Renewal
MetalloClear	3,588,492	3/10/2009	77/347,221	Section 8 & 15
Meta I 3 C	2,741,075	7/29/2003		Section 8 & 15
Meta Lipoate	2,659,082	12/10/2002		Renewal
Metaproteomics	2,891,784	10/5/2004	76/975,674	Section 8 & 15
Metazyme	2,712,305	5/6/2003	75/186,976	Section 8 & 15
Miscellaneous Design (Leaf for Metabotanica)	2,555,145	4/2/2002		Renewal
Mitochondrial Resuscitate	2,642,732	10/29/2002	76/357,299	Renewal
Multigenics	2,324,526	2/29/2000		Renewal
Mycel	1,746,756	1/19/1993		Renewal
Mycelized	1,499,174	8/9/1988	73/457,753	Renewal
Mycoferon	2,558,872	4/9/2002	76/308,957	Renewal
Mycotaki	3,172,338	11/14/2006	78/577,836	Section 8 & 15
Myocalm	2,705,003	4/8/2003	75/870,732	Section 8 & 15
Myocalm P.M.	2,707,428	4/15/2003	75/870,734	Section 8 & 15 Registered
Neurosol	2,522,651	12/25/2001		Renewal
NuSera	3,628,122	5/26/09	77/392,838	Registered
Nutrition Masters Course	2,365,860	7/11/2000		Renewal
Osteo-Genics	2,585,383	6/25/2002	76/336,575	Renewal
Ostera	3,620,313	5/12/09	77/363811	Registered
Oxygenics	2,783,485	11/18/2003	75/772,959	Section 8 & 15
Oxygenic	1,781,056			Renewal has not been filed – mark not used
Parex	2,085,279	8/5/1997		Renewal
Perfect Protein	1,941,898	12/12/1995	74/665,711	Renewal
Perfect Soy	2,290,135	11/2/1999		Renewal
Perimine	2,787,458	11/25/2003	76/465,390	Section 8 & 15
Pharmasoy	2,298,137	11/7/1999		Renewal
Phyto Complete	2,186,761	9/1/1998		Renewal
Proantho-C	2,223,573			Mark no longer used
Probacil	3,595,968	3/24/2009	77/335,689	Section 8 & 15

Probioplex	1,986,754	7/16/1996		Renewal
Probio-Protein	2,192,481	9/29/1998		Renewal
Probio-saccharide	2,130,937	1/20/1998		Renewal
Prosorb C			77/021,849	Statement of Use Abandoned
Prospercare			~~77/659,441~~	S/B 77/699,991
Protein Fusion	3,143,284	9/12/2006	78/503,966	Section 8 & 15
Protrypsin	2,968,611	7/12/2005	78/310,909	Section 8 & 15
Purity Certified Logo	3,080,669	4/11/2006	78/439,683	Section 8 & 15
Selestro	2,983,987	8/9/2005	78/278,622	Section 8 & 15
Self Care Shop			659,070	Abandoned
Serenagen	2,411,437	12/5/2000		Renewal
Sinuplex	2,445,930	4/24/2001		Renewal
SKRM		12/1/2006	77/055,048	Abandoned and re-filed Abandoned
SKRMs			77/569,074	Abandoned
Slentiva	3,570,508	2/3/2009	77/262196	Section 8 & 15
Somnolin	3,033,086	12/20/2005	78/405,139	Section 8 & 15
SpectraSoy	2,283,301	10/5/1999		Renewal
Spectrazyme	2,118,438	12/2/1997		Renewal
Stress Rescue	2,287,764	10/19/1999		Renewal
SuperGarlic 6000	2,441,673	4/3/2001	75/743,274	Renewal
Symphora	3,354,251	12/11/2007	78/895,723	Section 8 & 15
Testralin	3,033,087	12/20/2005	78/405,152	Section 8 & 15
Tetrase	3,496,481	9/2/2008	77/078,912	Section 8 & 15
Thyrosol	2,754,115	8/19/2003	76/357,298	Section 8 & 15
Toxi-Cleanse	2,677,511			Mark no longer used
Trancor	3,354,253	12/11/2007	78/895,748	Section 8 & 15
Tran-Q	2,502,882	10/30/2001	75/835,676	Renewal
Tribulus Synergy	2,250,542	6/1/1999		Renewal
Ulcinex	2,773,099	10/14/2003	76/357,221	Section 8 & 15
UltraBalance	1,655,204	9/3/1991		Renewal
UltraBalance with Design	1,641,018	4/16/1991		Renewal

Additional U.S. Registered Trademarks:

Mark	Registration No.	Registration Date	Serial No.	Next Filing Date
Ultra Flora IB	3,112,878	7/4/2006	78/464,112	
Vasotensin	3,094,126	5/16/2006	78/447,540	
Zinlori 75	2,961,162	6/7/2005	78/288,540	
Phytoganix			77/725,097	
Wellness Essentials	3,396,827	3/18/2008	76/553,169	
Unlocking The Secrets Of Genetic Potential Through Nutrition	2,977,297	7/26/2005	76/503,599	
Ultraclear Macro	2,754,306	8/19/2003	76/437,968	
Ultraglycemx	2,810,948	2/3/2004	75/943,486	
Ultra Parex	2,523,428	12/25/2001	75/937,622	
Ultrainflamx	2,712,435	5/6/2003	75/933,824	
Ultra CLA	2,534,753	1/29/2002	75/907,612	
Venaplex	2,450,017	5/8/2001	75/756,632	
Vessel Care	2,505,623	11/6/2001	75/756,631	
Ultra Prostagen	2,760,547	9/9/2003	75/647,557	

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Ultraclear Plus	2,234,105	3/23/1999	75/436,582	
Ultracare For Kids	2,148,086	3/31/1998	75/006,521	
Unipro's Perfect Protein	1,958,984	2/27/1996	74/665,710	
Ultra Flora Plus	2,018,276	11/19/1996	74/626,829	
Unipro	1,897,274	6/6/1995	74/503,118	
Ultraclear Sustain	1,790,106	8/31/1993	74/349,296	
Unipro	1,847,215	7/26/1994	74/276,996	
Ultrameal	1,737,946	12/8/1992	74/255,798	
Ultraclear	1,698,272	6/30/1992	74/139,223	
Ultra Dophilus	1,546,017	7/4/1989	73/517,636	

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International Trademarks

Mark	Country	Reg. No./ App. No.	Reg. Date	Renewal Date	Status
ENDURA	Australia	749,000	App. Date: 11/18/1997; Reg. Date: 2/25/2000	11/18/2017	Registered/ Renewed
ENDURA	Canada	TMA647,906	9/13/2005	9/13/2020	Registered
ENDURA	CTM	App. No. 0,005,598,628			Pending - Opposed
ENDURA	New Zealand	285,304	App. Date: 11/26/2004; Reg. Date: 5/27/1998	11/26/2014	Registered
ESTROBALANCE	CTM	4,418,571	App. Date: 5/3/2005; Reg. Date: 4/10/2006	5/3/2015	Registered
ETHICAL NUTRIENTS	Benelux	587785	10/12/1995	10/12/2015	Registered / Renewed
ETHICAL NUTRIENTS	France	95594531	App. Date: 10/26/1995 Reg. Date: 4/6/2006	10/11/2015	Registered
ETHICAL NUTRIENTS	Germany	39541825.9	7/7/1998	10/31/2015	Registered/ Renewed
ETHICAL NUTRIENTS	Greece		5/10/2005	12/12/2015	Registered/ Renewed
ETHICAL NUTRIENTS	Indonesia	IDM000127226	7/11/2007	3/17/2017	Registered (replaced lapsed Reg. No. 406,197)
ETHICAL NUTRIENTS	Italy	731475	10/23/1997	10/16/2015	Registered/ Renewed
ETHICAL NUTRIENTS	Mexico	474707	9/26/1994	4/23/2012	Registered/ Renewed
ETHICAL NUTRIENTS	Singapore	T95/09918G	10/13/1995	10/13/2015	Registered/ Renewed
EXPRESSYN	Australia	960777	App. Date: 7/8/2003; Reg. Date: 12/8/2003	7/8/2013	Registered
EXPRESSYN	New Zealand	682246	App. Date: 7/10/2003; Reg. Date: 1/15/2004	7/10/2010	Registered
		682247	App. Date: 2/20/2003; Reg. Date: 1/15/2004	2/20/2010	Registered
FIRST LINE THERAPY	Australia	Owned for by Health World 1086322	11/17/2005	11/17/2015	Registered
FIRST LINE THERAPY	Canada	TMA675,786	10/31/2006	10/31/2021	Registered
FIRST LINE THERAPY	CTM	4,339,305			Pending - Opposed
FIRST LINE THERAPY	Russia	m200511738			Pending - On Appeal
FIRST LINE THERAPY	S. Africa	2005 / 21224-5			Pending
FIRST LINE THERAPY	Ukraine	84,061	11/12/2007	10/6/2015	Registered
GLUCOCEPT	Australia	1,106,404	App. Date: 3/29/2006; Reg. Date: 11/13/2006	3/29/2016	Registered
HEALTHCOM & Device	Benelux	535,155	6/18/1993	6/18/2013	Registered
INNER HEALTH	Canada	1,328,804	Filed: 12/19/2006		Pending
INNER HEALTH	CTM	6,250,401	7/22/2008	4/9/2017	Registered
INSULEX	Australia	1,111,093	App. Date: 4/28/2006; Reg. Date: 12/5/2006	4/28/2016	Registered
INSULEX	CTM	5,076,609	App. Date: 5/16/2006; Reg. Date: 5/7/2007	5/16/2016	Registered

INSULEX	New Zealand	748,318	App. Date: 4/28/2006; Reg. Date: 11/23/2006		4/28/2016	Registered
	Registered					
KAPREX	Australia	960,778	App. Date: 7/8/2003; Reg. Date 7/13/2004		7/8/2013	Registered
KAPREX	Canada	TMA637,098	4/11/2005	4/11/2020	Registered	
KAPREX	Benelux	200,799	Filed 9/25/2003; Reg. Date: 10/3/2007		9/25/2013	Registered
KAPREX	France	07/3537434	Filed 9/25/2003	9/24/2013	Registered	
KAPREX	Ireland	App. No. 237,548			Pending	
KAPREX	Italy	RM2003C004064	Filed: 7/24/2003		Pending	
KAPREX	New Zealand	682,245	App. Date: 2/20/2003; Reg. Date: 11/11/2004		2/20/2010	Registered
KAPREX	Switzerland	571,115	App. Date: 10/19/2007; Reg. Date: 5/2/2008		10/19/2017	Registered
KAPREX	UK	2,470,329			Pending	
					gistered	
METABOTANICA	Australia	781,498	App. Date: 12/21/1998; Reg. Date: 9/20/2000		12/21/2008	Registered
METAGENICS	Australia	563,794	App. Date: 9/17/1991; Reg. Date: 12/21/1994		9/17/2018	Registered/ Renewed
METAGENICS	Benelux	552,023	4/6/1994	4/6/2014	Registered	
METAGENICS	Brazil	821,864,351	9/2/2003	9/12/2013	Registered	
METAGENICS	Canada	TMA319,921	10/24/1986	10/24/2016	Registered/ Renewed	
METAGENICS	China	1,074,822	8/14/1997	8/13/2017	Registered/Renewed	
METAGENICS	CTM	2,578,888	App. Date: 2/15/2002; Reg. Date: 10/23/2006		2/15/2012	Registered
METAGENICS	Denmark	05179/1996	9/13/1996	9/13/2016	Registered/ Renewed	
METAGENICS	France	95,594,532	10/26/1995	4/25/2015	Registered/ Renewed	
METAGENICS	Germany	39,541,827	5/9/1996	10/31/2015	Registered/Renewed	
METAGENICS	Greece	127,505	3/17/1998	12/12/2015	Registered/ Renewed	
METAGENICS	Hong Kong	B12401/1997	2/14/1996	2/14/2017	Registered/ Renewed	
METAGENICS	Indonesia	Awaiting Certificate	1/4/2008	3/17/2007	Registered	
METAGENICS	Ireland	171,025	10/12/1995	10/12/2012	Registered/ Renewed	
METAGENICS	Italy	731,476	10/23/1997	10/16/2015	Registered/ Renewed	
METAGENICS	Japan	4,746,716	2/6/2004	2/6/2014	Registered	
METAGENICS	Korea	550,262	6/5/2003	6/5/2013	Registered	
METAGENICS	Malaysia	98/11005	10/16/1995	10/16/2012	Registered	
METAGENICS	Mexico	430,477	1/29/1993	4/23/2012	Registered/ Renewed	

METAGENICS	New Zealand	722,670	App. Date: 12/10/2004; Reg. Date: 6/16/2005			12/10/2014	Registered
METAGENICS	Russia	317,624	12/5/2006	10/6/2015	Registered		
METAGENICS	Singapore	9917/95	10/13/1995	10/13/2015	Registered/ Renewed		
METAGENICS	Spain	1,993,242	7/28/1997	10/30/2015	Registered/ Renewed		
METAGENICS	Taiwan	98/748465	2/16/1997	2/15/2017	Registered/ Renewed		
METAGENICS	Thailand	KHOR153791 & KHOR153792		1/5/2001	1/4/2011	Registered	
METAGENICS	UK	2,041,089	10/13/1995	10/13/2015	Registered/ Renewed		
METAGENICS	U.S. Customs	TMK 04-0046		1/19/2013	Recorded		
METAGENICS FIRSTLINE THERAPY		New Zealand	App. No. 788,692		Filing Date: 5/2/2008		Pending
METARELAX	Int'l (H: Benelux; EX: European Community)			968,442	4/3/2008	4/3/2018	Registered
PROBACTIOL	CTM	5,734,521	App. Date: 3/6/2007 Reg. Date: 2/5/2008			3/6/2017	Registered

ULTRABALANCE & Device		Benelux	539,661	6/18/1993	6/18/2013	Registered	
ULTRACLEAR	Int'l (H: Benelux; EX: Germany, France, Italy			613,118	8/12/1993	8/12/2013	Registered
ULTRACLEAR	Japan	2007-027,193	2/22/2008	2/22/2018	Registered		
ULTRACLEAR & Device	Benelux	533,834	6/18/1993	6/18/2013	Registered		
ULTRACLEARSUSTAIN & Device		Benelux	537,521	6/18/1993	6/18/2013	Registered	
ULTRA DOPHILUS & Design		Canada	TMA327,829	5/22/1987	5/22/2017	Registered/ Renewed	
ULTRAFIBER	Int'l (H: Benelux; EX: Germany, France, Italy			611,045	4/11/1993	4/11/2013	Registered
ULTRAFIBER & Device	Benelux	533,661	6/18/1993	6/18/2013	Registered		
ULTRAFLORA	Int'l (H: Benelux; EX: European Community)			972,163	6/23/2008	6/23/2018	Registered
ULTRA FLORA PLUS	Canada	Ser. No. 1,344,268			Pending		
ULTRAGLYCEMX	Japan	5,083,757	10/12/2007	10/12/2017	Registered		
ULTRAINFLAMX	Japan	2007-027467	10/26/2007	10/26/2017	Registered		
ULTRAMEAL	Canada	App. No. 1,312,579	Filed 8/11/2006		Pending		
ULTRAMEAL	Int'l (H: Benelux; EX: Germany, France, Italy			613,119	8/12/1993	8/12/2013	Registered
ULTRAMEAL	Japan	App. No. 2007-027,192			Pending – On Appeal		
ULTRAMEAL & Device	Benelux	533,835	6/18/1993	6/18/2013	Registered		
UNIPRO	Canada	TMA574,169	1/22/2003	1/22/2018	Registered/ Renewed		
UNIPRO	China	1,081,053	8/21/1997	8/20/2017	Registered / Renewed		
UNIPRO	Indonesia	IDM00012791	7/13/2007	3/17/2017	Registered		
UNIPRO	Mexico	864,771	10/2/2002	10/2/2012	Registered		

UNIPRO	Singapore	196/08727A	8/19/1996	8/19/2016	Registered
UNIPRO	Sweden	333,206	9/17/1999	9/17/2009	Registered

SCHEDULE 2
TO
BORROWER SECURITY AGREEMENT

Existing and Pending Patents

See Attached

TRADEMARK
REEL: 004079 FRAME: 0117

Patent information for all of the above, where applicable:

Patent No.	App. No.	Filing Date	Issue Date	Inventor	Title	Assignee	Country
	2334621	4/10/2000		Heller, Lyra; Krumhar, Kim C.	Composition And Method For Treatment Of Inflammation And Pain In Mammals	Metagenics Inc.	CA
5,164,384	07/717,550	6/19/1991	11/17/1992	Paul, Stephen M.	Anabolic Mineral Formula	Metagenics Inc.	US
5,292,538	07/918,446	7/22/1992	3/8/1994	Ashmead, H. Dwayne; Paul, Stephen M.	Improved Sustained Energy And Anabolic Composition And Method Of Making	Metagenics Inc.	US
5,270,297	07/919,355	7/23/1992	12/14/1993	Ashmead, H. Dwayne; Paul, Stephen M.	Endurance And Rehydration Composition	Metagenics Inc.	US
5,629,023	08/156,090	11/22/1993	5/13/1997	Bland, Jeffrey S.	Medical Food Composition For Metabolic Detoxification	Metagenics Inc.	US
5,626,883	08/228,587	4/15/1994	5/6/1997	Paul, Stephen M.	Ascorbic Acid Compositions Providing Enhanced Human Immune System Activity	Metagenics Inc.	US
5,531,988	08/331,140	10/28/1994	7/2/1996	Paul, Stephen M.; Krumhar, Kim C.; Katke, Jeffrey J.	Bacteria And Immunoglobulin-Containing Composition For Human Gastrointestinal Health	Metagenics Inc.	US
5,531,989	08/437,316	5/9/1995	7/2/1996	Paul, Stephen M.; Krumhar, Kim C.; Katke, Jeffrey J.	Bacteria And Immunoglobulin-Containing Composition For Human Gastrointestinal Health	Metagenics Inc.	US
5,637,324	08/463,628	6/6/1995	6/10/1997	Bland, Jeffrey S.	Medical Food Composition For Metabolic Detoxification	Metagenics Inc.	US

Patent No.	App. No.	Filing Date	Issue Date	Inventor	Title	Assignee	Country
5,744,134	08/674,115	7/1/1996	4/28/1998	Paul, Stephen M.; Krumhar, Kim C.; Katke, Jeffrey J.	Bacteria And Immunoglobulin-Containing Composition For Human Gastrointestinal Health	Metagenics Inc.	US
6,051,260	09/056,734	4/7/1998	4/18/2000	Peterson, Debrian; Bland, Jeffrey S.; King, Margaret; Liska, Deann J.; Medcalf, Darrell	Medical Food Composition Of Reduced Allergenicity, Especially Adapted For Improving Gut Mucosal Integrity	Metagenics Inc.	US
6,180,099	09/062,204	4/17/1998	1/20/2001	Paul, Stephen M.; Krumhar, Kim C.; Katke, Jeffrey J.	Bacteria And Immunoglobulin-Containing Composition For Human Gastrointestinal Health	Metagenics Inc.	US
6,210,701	09/302,693	4/30/1999	4/3/2001	Lukaczer, Daniel O.; Bland, Jeffrey S.; Darland, Gary K.; Irving, Tracey A.; Liska, Deann J.	Medical Food For Treating Inflammation-Related Diseases	Healthcomm *	US
6,352,712	09/303,779	4/30/1999	3/5/2002	Lukaczer, Daniel O.; Bland, Jeffrey S.; Darland, Gary K.; Irving, Tracey A.; Liska, Deann J.	Dietary Supplements For Treating Fatigue-Related Syndromes	Metagenics Inc.	US
6,241,983	09/320,429	5/26/1999	6/5/2001	Paul, Stephen M.; Krumhar, Kim C.; Katke,	Bacteria And Immunoglobulin-Containing Composition For Human Gastrointestinal Health	Metagenics Inc.	US

* wholly owned by Metagenics

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Patent No.	App. No.	Filing Date	Issue Date	Inventor	Title	Assignee	Country
				Jeffrey J.			
6,534,086	09/519,527	3/6/2000	3/18/2003	Krumhar, Kim C.	Composition And Method For Treatment Of Inflammation And Pain In Mammals	Metagenics Inc.	US
6,447,809	09/568,903	5/11/2000	9/10/2002	Johnson, Holly A.; Krumhar, Kim C.	Composition For Promoting Healthy Bone Structure	Metagenics Inc.	US
6,528,502	09/633,926	8/8/2000	3/4/2003	Katke, Jeffrey J.; Krumhar, Kim C.	Composition And Method For Improved Carbohydrate Management In Mammals	Metagenics Inc.	US
6,602,517	09/773,280	1/29/2001	8/5/2003	Lukaczer, Daniel O.; Bland, Jeffrey S.; Darland, Gary K.; Irving, Tracey A.; Liska, Deann J.	Medical Food For Treating Inflammation-Related Diseases	Healthcomm*	US
6,432,453	09/775,299	2/1/2001	8/13/2002	Krumhar, Kim C.	Dietary Supplement Containing Glycerol Ester Of Conjugated Linoleic Acid And Rosemary Extract Containing Carnosic Acid	Metagenics Inc.	US
7,029,703	10/241,616	9/9/2002	4/18/2006	Johnson, Holly A.; Krumhar, Kim C.	Composition For Promoting Healthy Bone Structure	Metagenics Inc.	US
6,949,260	10/378,572	3/3/2003	9/27/2005	Krumhar, Kim C.	Composition And Method For Treatment Of Inflammation And Pain In Mammals	Metagenics Inc.	US

* wholly owned by Metagenics

Patent No.	App. No.	Filing Date	Issue Date	Inventor	Title	Assignee	Country
	10/846,948	5/14/2004		Minich, Deanna M.; Irving, Tracey; Bland, Jeffrey S.; Nelson, Peter; Tripp, Matthew L.; Ramachandran, Revath	Encapsulated Fractions Isolated Or Derived From Hops	Metagenics Inc.	US
	11/249,849	10/13/2005		Tripp, Matthew; Lukaczer, Daniel O.; Krumhar, Kim C.; Bland, Jeffrey S.; Darland, Gary K.; Lerman, Robert; Liska, Deann J.	Medical Compositions For Balancing Bodily Procedures	Metagenics Inc.	US
709155	40136/95	10/27/1995	12/2/1999	Paul, Stephen M.; Katke, Jeffrey J.; Krumhar, Kim C.	Bacteria And Immunoglobulin-Containing Composition For Human Gastrointestinal Health	Metagenics Inc.	AU
687003	42864/93	4/14/1993	9/17/1998	Ashmead, H. Dwayne; Paul, Stephen M.; Ashmead, H. Dwayne; Paul, Stephen M.	Endurance And Rehydration Composition	Metagenics Inc.	AU

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
742479	59577/99	10/27/1995	4/18/2002	Paul, Stephen M.	Compositions And Methods For Human Gastrointestinal Health	Metagenics Inc.	AU
774675	87235/01	10/27/1995	10/14/2004	Paul, Stephen M.	Compositions And Methods For Human Gastrointestinal Health	Metagenics Inc.	AU
	49928/93 Serial No. 669003	7/22/1993		Ashmead, H. DeWayne; Paul, Stephen M.	Improved sustained energy and anabolic composition	Metagenics, Inc.	AU

SCHEDULE 3
TO
BORROWER SECURITY AGREEMENT

Equity Interests

Issuer	Class of Equity	Certificate No.	Percentage of Shares or Units of the Issuer	No. of Shares or Units
Metagenics Far East, Inc.	Common Stock	1	100%	100
Meta Proteomics, LLC	Common Units	C-1	100%	100
Futurachem, Inc.	Common Units	1	100%	100
Gordon Piller Investments Limited	Class A Special Shares	SA-2	65%	194,935
Gordon Piller Investments Limited	Common Shares	C-2	65%	65
Metagenics Europe BVBA	Common Shares	--	65%	578,641

Pledged Debt

None

SCHEDULE 4
TO
BORROWER SECURITY AGREEMENT

Existing and Pending Copyrights

See Attached.

Registrations of and Applications for Registrations of the Foregoing:

1) Registered Copyrights:

Registration No	Registration Date	Title	Copyright Claimant
TX0002513328	2/17/1989	How do you stand?: Preventing osteoporosis, your personalized bone loss risk reduction program; HealthComm, Inc. *	
TX0002501377	2/17/1989	Treating the burnout syndrome: resource guide/compiled by Jeffrey S. Bland, Scott Rigden, Heidi Kiehl, Susan Wray; HealthComm, Inc. *	
TX0002496035	2/17/1989	Contemporary nutrition: audio training series/tape transcripts, figures, diagrs., glossary and self-tests in support of this program offered by Jeffrey Bland; HealthComm, Inc. *	
TX0002595209	2/17/1989	Institute of food and nutrition/Jeffrey Bland; HealthComm, Inc. *	
TX0002496940	2/17/1989	Nu Day: recipe and menu planner/written by Leslie D. Schwartz; HealthComm, Inc. *	
TX0003098220	11/19/1990	UltraBalance: a workbook for effective weight loss and health maintenance, nutritional training program, 60-20-20; HealthComm, Inc. *	
TX0002496040	2/27/1989	The UltraBalance physician's manual; HealthComm, Inc. *	
TX0002513330	2/17/1989	Why take vitamins: a guide to good health; HealthComm, Inc. *	
SR0000239254	8/1/1997	The 20-day rejuvenation diet program; Jeffrey Bland, HealthComm International, Inc. *	
TXu000671976	1/26/1995	Applying new essentials in nutritional medicine: 1995 Seminar Series; HealthComm International, Inc. *	
TXu000758114	8/5/1996	Healthy changes: taking charge of your health; Jeffrey S. Bland & HealthComm International, Inc. *	
TX000356837		Purification of anti bacterial receptor from plant and bacterial cultures; research cooperation between Immunosciences Lab., Inc. and Metagenics	
TX0004508480	9/29/1997	UltraClear, UltraClear Plus, UltraClear Sustain: a patient guide; HealthComm International, Inc. *	

All items marked with an asterisk are wholly owned by Metagenics.

TRADEMARK
REEL: 004079 FRAME: 0125

SCHEDULE 5
TO
BORROWER SECURITY AGREEMENT

Commercial Tort Claims

None

SCHEDULE 6
TO
BORROWER SECURITY AGREEMENT

Licenses and Other Intellectual Property

See Attached.

TRADEMARK
REEL: 004079 FRAME: 0127

Licenses

Licensor	Licensee	Date of License Agreement	Expiration Date of License	Property Licensed
ReGen Therapeutics PLC	Metagenics, Inc.	7/13/2006	7/13/2013 (or until expiration of the last of licensed patents expires)	Exclusive royalty-free right to use the Trademark COLOSTRININ in North America.
Probi AB	Metagenics, Inc.	1/1/2007	1/1/2010	Exclusive right to use, market and distribute the product L.plantarum 299v (LP299v) in the United States of America.
Merck Eprova AG	Metagenics, Inc.	1/1/2000	12/31/2011	Non–exclusive, non-sub-licensable right to use the patents related to the Compound of calcium salt of (6S)-5-methyltetrahydrofolic acid manufactured according to, and meeting the specifications of Metafolin (L-methyltetrahydrofolate) in the United States.
Rhodia Inc.	Metagenics, Inc.	1/27/2003	1/27/2011 (based on auto-renewal for successive terms of three years)	The use of the trademark "NCFM" and the "NCFM" logo in the United States, Canada and Australia.
H2 Wellness, Inc.	Metagenics, Inc.	4/8/2009	4/8/2014 (automatic renewal of successive terms of two years.	Nonexclusive and nontransferable right to use the H2 Platform, propriety online health technology platform.

Trade Secrets:

Molecular and Cellular Biology

- Cellular biological and molecular biological processes for ExpresSyn® screening of natural products.

Clinical Biochemistry

- Screening methodologies for evaluating critical analytes from animal and human studies.
- Pre-clinical modeling.

Information, Innovation and Integration

- Methodologies for identifying, developing and assessing potential bioactive ingredients from natural products.
- Methodologies for integrating research with product development and identification of intellectual property.

Clinical Studies

- Procedures and protocols related to intramural and extra-mural clinical research.

Product Development

- Methodologies for delivery of bioactive ingredients.
- Development of organoleptic and hedonic properties of food products.

Quality Control

- Methods and procedures for evaluating and assuring quality of ingredients in finished products.
- Methods for implementing inventory control.

Other Categories

- Data base libraries of bioactives and clinical studies.
- Sales training information and methods.
- MetaGenics Educationl programs: Educational methodologies for potential users (e.g., health professionals); (unpublished) educational materials for consumers.
- Sales and marketing plans.

- Customer lists.
- Corporate business plans.
- Suppliers lists and information.
- Personnel information.
- Advertising programs.
- Processes for maximizing regulatory compliance worldwide.
- Cost and pricing information for products.
- Corporate financial information.
- Computer systems information: business management software; associated databases.
- Methods for integrating research and product development and for identifying and harvesting intellectual property in connection therewith.

2) Domain Names:

bariatric-essentials.com	6/20/2008
bariatrixessentials.com	2/22/2010
bariatrxessentials.com	3/1/2010
bxessentials.com	2/22/2010
ethicalnutrients.com	5/26/2009
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SCHEDULE 7
TO
BORROWER SECURITY AGREEMENT

Letters of Credit

None