

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
ISAGENIX WORLDWIDE LLC		02/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
ISAGENIX INTERNATIONAL, LLC		02/16/2010	LIMITED LIABILITY COMPANY: ARIZONA
ISAGENIX CANADA, ULC		02/16/2010	Unlimited Liability Company: CANADA
ISAGENIX PUERTO RICO, INC.		02/16/2010	CORPORATION: ARIZONA
ISAGENIX (ASIA PACIFIC) AUSTRALIA PTY LTD		02/16/2010	Proprietary Company: AUSTRALIA

RECEIVING PARTY DATA

Name:	SEACOAST CAPITAL PARTNERS II, L.P.
Street Address:	c/o Seacoast II Advisors, LLC
Internal Address:	55 Ferncroft Road
City:	Danvers
State/Country:	MASSACHUSETTS
Postal Code:	01923
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	CAC, LLC
Street Address:	4350 La Jolla Village Drive
Internal Address:	Suite 320
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92122
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

Name:	DRD FAMILY PARTNERSHIP, LP
Street Address:	4350 La Jolla Village Drive
Internal Address:	Suite 320

OP \$765.00 3520509

City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92122
Entity Type:	LIMITED PARTNERSHIP: ILLINOIS

Name:	Tom DAMMEYER
Street Address:	676 North Michigan Avenue
Internal Address:	Suite 2800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60611
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3520509	HAPPY CHOCOLATES THAT SATISFY
Registration Number:	2858499	HAVE YOUR CAKE & EAT IT TOO
Registration Number:	3039625	IONIX
Registration Number:	3520510	ISADELIGHT
Registration Number:	2198293	ISAGENIX
Registration Number:	3109846	ISAMUNE
Registration Number:	3339556	ISANUTRITIONALS
Registration Number:	2870178	ISAPRO
Registration Number:	3089206	SALAD BAR
Registration Number:	2926600	SLIMCAKES
Registration Number:	3171446	WANT MORE ENERGY?
Registration Number:	3656307	A
Registration Number:	3708543	CLEANSE FOR LIFE
Registration Number:	3710161	ISABODY CHALLENGE
Registration Number:	3501876	ISACLEANSE
Registration Number:	3480472	ISACRUNCH
Registration Number:	3472122	ISACRUNCH
Registration Number:	3512555	ISADERMIX
Registration Number:	3282135	ISAFLUSH
Registration Number:	3621838	ISAOMEGA SUPREME
Registration Number:	3173979	C-LYTE

Registration Number:	3203718	ISAFRUITS
Registration Number:	3244348	ISAGENIX
Registration Number:	3203741	ISAGENIX
Registration Number:	3227447	ISAGENIX INTERNATIONAL
Registration Number:	3203719	ISAKIDS
Registration Number:	3203762	ISALEAN
Registration Number:	3224565	ISALYTE
Registration Number:	3524741	ISAWALLET
Registration Number:	3227463	ISAWEALTH

CORRESPONDENCE DATA

Fax Number: (303)894-9239
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-830-1776
Email: tcope@pattonboggs.com
Correspondent Name: PATTON BOGGS LLP
Address Line 1: 1801 California Street
Address Line 2: Suite 4900
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	009091.0164
NAME OF SUBMITTER:	Theresa Cope
Signature:	/Theresa Cope/
Date:	03/17/2010

Total Attachments: 50
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AMENDED AND RESTATED SECURITY AGREEMENT

This AMENDED AND RESTATED SECURITY AGREEMENT (this "**Security Agreement**") is dated February 16, 2010 (the "**Closing Date**") and effective as of February 1, 2010 (the "**Effective Date**") among ISAGENIX WORLDWIDE LLC, a Delaware limited liability company ("**Worldwide**"), ISAGENIX INTERNATIONAL, LLC, an Arizona limited liability company ("**International**"), ISAGENIX CANADA, ULC, a Nova Scotia unlimited liability company ("**Canada ULC**"), ISAGENIX PUERTO RICO, INC., an Arizona corporation ("**IsaPR**"), ISAGENIX (ASIA PACIFIC), AUSTRALIA PTY LTD, an Australian proprietary company ("**Australia**," and together with each of Worldwide, International, Canada ULC, and IsaPR, each individually, a "**Company**" and collectively, the "**Companies**"), and each of SEACOAST CAPITAL PARTNERS II, L.P., a Delaware limited partnership ("**Seacoast Capital**"), DRD FAMILY PARTNERSHIP, LP, an Illinois limited partnership ("**DRD**"), CAC, LLC, an Illinois limited liability company ("**CAC**"), and TOM DAMMEYER, an individual residing in the State of Illinois ("**Dammeyer**," and together with Seacoast, DRD and CAC, each individually, a "**Purchaser**" and collectively, the "**Purchasers**").

W I T N E S S E T H:

WHEREAS, Worldwide, International, ISAGENIX CANADA, INC., an Arizona corporation, IsaPR, ISADERMIX, LLC, an Arizona limited liability company, ISAGENIX MANUFACTURING LLC, a Delaware limited liability company, (each individually, an "**Original Company**" and collectively, the "**Original Companies**"), Seacoast Capital, CAC and DRD (each individually, an "**Original Purchaser**" and collectively, the "**Original Purchasers**") are parties to that certain Security Agreement dated as of August 29, 2005 (the "**Original Security Agreement**") which Original Security Agreement was entered into in connection with that certain Note Purchase Agreement (the "**Original Note Agreement**") dated as of August 29, 2005 by and among the Original Companies and the Original Purchasers;

WHEREAS, the Original Companies granted, assigned, conveyed, mortgaged, pledged, hypothecated, and transferred to the Original Purchasers a Lien upon substantially all of the assets of the Original Companies (the "**Original Collateral**");

WHEREAS, pursuant to that certain Note Agreement dated the Closing Date and effective as of the Effective Date by and among Companies, ISAGENIX HOLDINGS (ASIA PACIFIC) LIMITED, a Hong Kong private limited company, ISAGENIX (ASIA PACIFIC) HONG KONG, LIMITED, a Hong Kong limited liability company, ISAGENIX CHINA HOLDING CO., LIMITED, a Hong Kong limited liability company and Purchasers (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Note Agreement**"), Purchasers have agreed to purchase the Notes (as defined in the Note Agreement) from Companies; and

WHEREAS, in order to induce Purchasers to enter into the Note Agreement and the Other Agreements and to purchase Notes as provided for in the Note Agreement, Company has

agreed to reaffirm the Lien on the Original Collateral that also constitutes Collateral (as hereinafter defined) and to grant a continuing Lien on the Collateral to secure the Obligations.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Agreement. All other terms contained in this Security Agreement, unless the context indicates otherwise, have the meanings provided for by the Uniform Commercial Code enacted and in effect in the State of Arizona (the "UCC") or under the PPSA, as applicable, to the extent the same are used or defined therein.

(b) "Holder's Representative" means Seacoast Capital.

(c) "PPSA" means the *Personal Property Security Act* (Alberta) and the *Personal Property Security Act* (Ontario), in each case, as amended from time to time (or any successor statute) or similar legislation of any other jurisdiction the laws of which are required by such legislation to be applied in connection with the issue, perfection, enforcement, validity or effect of Liens.

(d) "PPSA jurisdiction" means the provinces of Canada other than Quebec.

(e) "Purchasers" has the meaning set forth in the recitals hereto, together with their respective permitted successors and assigns. Unless otherwise provided in this Security Agreement, in each instance that the Purchasers are required to request or consent in concert to an action, the Purchasers will be deemed to have requested or consented to such action if the Purchasers of at least two-thirds-in-interest of the Notes so request or consent.

(f) "Uniform Commercial Code jurisdiction" means any jurisdiction that has adopted all or substantially all of Article 9 as contained in the 2000 Official Text of the Uniform Commercial Code, as recommended by the National Conference of Commissioners on Uniform State Laws and the American Law Institute, together with any subsequent amendments or modifications to the Official Text.

2. GRANT OF LIEN.

(a) To secure the prompt and complete payment, performance and observance of all of the Obligations, (i) each Original Company hereby reaffirms the grant, assignment, conveyance, mortgage, pledge, hypothecation, and transfer to the Original Purchasers of a Lien in the Original Collateral (other than the property described on Annex I attached hereto (the "Wells Fargo Collateral")), and (ii) each Company grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Purchasers a Lien

upon all of its right, title and interest in, to and under all personal property and other assets other than the Wells Fargo Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of that Company (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, that Company, and regardless of where located (all of which being hereinafter collectively referred to as the "Collateral"), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Documents;
- (iv) all General Intangibles (including payment intangibles and Software);
- (v) all Goods (including Inventory, Equipment and Fixtures);
- (vi) all Instruments;
- (vii) all Investment Property;
- (viii) all Deposit Accounts, of each Company, including all depository accounts and all other bank accounts and all deposits therein;
- (ix) all money, cash or cash equivalents of each Company;
- (x) all Supporting Obligations and Letter-of-Credit Rights of each Company;
- (xi) the commercial tort claims listed on Schedule II attached hereto; and
- (xii) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and all other rights to payment not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Purchasers as aforesaid, each Company hereby grants to Purchasers a right of set-off against the property of any Company held by Purchasers, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Purchasers, for any purpose, including safekeeping, collection or pledge, for the account of any Company, or as to which any Company may have any right or power.

(c) The last day of any term reserved by any lease of real property, oral or written, or any agreement therefor, now held or hereafter acquired by any Company, and

whether falling within the general or particular description of the Collateral, is hereby and shall be excepted out of the mortgages, charges and security interests hereby or by any other instrument created, but any such Company shall stand possessed on the reversion of one day remaining in such Company in respect of any such term, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term shall direct.

(d) The mortgages, charges and security interests hereby created and granted do not and shall not extend to, and the Collateral shall not include, any contract, agreement, right, franchise, license, lease or permit (each, a “**Contractual Obligation**”) to which any Company is a party or of which any Company has the benefit, to the extent that the creation and granting of the mortgages, charges and security interests herein would constitute a breach of the terms of or permit any Person to terminate one or more Contractual Obligations (all of the foregoing being the “**Excluded Collateral**”), but such Company covenants and agrees to hold its interest in the Excluded Collateral in trust for Purchasers and shall specifically assign any Contractual Obligation comprising the Excluded Collateral to Purchasers forthwith upon obtaining the consent of the other party thereto. Companies agree that they shall, upon the request of Purchasers and whether before or after a default by Companies has occurred and the security herein has become enforceable, use all commercially reasonable efforts to obtain any consent required to permit any material Excluded Collateral to be subjected to the mortgages, charges and security interests hereby created and granted.

(e) Companies and Purchasers agree that they have not agreed to postpone the time for attachment of the security interests granted hereby with respect to Companies’ presently existing Collateral, that such security interests shall attach to the Collateral acquired after the Effective Date as soon as Companies have rights in such Collateral and that value has been given.

3. PURCHASERS’ RIGHTS; LIMITATIONS ON PURCHASERS’ OBLIGATIONS.

(a) It is expressly agreed by Companies that, anything herein to the contrary notwithstanding, each Company shall remain liable under each of its contracts and each of its licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder. No Purchaser shall have any obligation or liability under any contract or license by reason of or arising out of this Security Agreement or the granting herein of a Lien thereon or the receipt by any Purchaser of any payment relating to any contract or license pursuant hereto. No Purchaser shall be required or obligated in any manner to perform or fulfill any of the obligations of any Company under or pursuant to any contract or license, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contract or license, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Purchasers may at any time after an Event of Default has occurred and is continuing without prior notice to Companies, notify Account Debtors and other Persons obligated on the Collateral that Purchasers have a security interest therein, and that payments shall be made directly to Purchasers. Upon the request of any Purchaser, Companies shall so notify Account Debtors and other Persons obligated on Collateral. Once any such notice has been given to any Account Debtor or other Person obligated on the Collateral, no Company shall give any contrary instructions to such Account Debtor or other Person without Purchasers' prior written consent.

(c) Any Purchaser may at any time in such Purchaser's own name, in the name of a nominee of Purchasers or in the name of any Company communicate (by mail, telephone, facsimile or otherwise) with Account Debtors, parties to contracts and obligors in respect of Instruments to verify with such Persons, to such Purchaser's satisfaction, the existence, amount terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper and/or payment intangibles.

4. REPRESENTATIONS AND WARRANTIES. Each Company represents and warrants that:

(a) Each Company has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder free and clear of any and all Liens other than Permitted Liens.

(b) No effective security agreement, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Collateral is on file or of record in any public office, except such as may have been filed (i) in favor of Purchasers pursuant to the Original Security Agreement, this Security Agreement or the Other Agreements, all of which are hereby acknowledged, agreed to, and ratified by the Companies, and (ii) in connection with any other Permitted Liens.

(c) This Security Agreement is effective to create a valid and continuing Lien on and, upon the filing of the appropriate financing statements listed on Schedule I hereto, a perfected Lien in favor of Purchasers on the Collateral with respect to which a Lien may be perfected by filing pursuant to the UCC, or the PPSA, as applicable. Such Lien is prior to all other Liens, except, at any time Senior Debt is outstanding, Permitted Liens in favor of Senior Lender on Inventory and Proceeds thereof, and Permitted Liens that would be prior to Liens in favor of Purchasers as a matter of law, and is enforceable as such as against any and all creditors of and purchasers from Companies (other than purchasers and lessees of Inventory in the ordinary course of business). All action by Companies necessary or desirable to protect and perfect such Lien on each item of the Collateral has been duly taken other than as expressly set forth in the Note Agreement.

(d) From and after the occurrence of an Event of Default, Companies will take all actions necessary or reasonably desirable to protect and perfect the Lien of Purchasers on all Instruments, Investment Property (to the extent evidenced by certificated securities), Letter of Credit Rights and Chattel Paper (including the delivery of all originals thereof to Purchasers and the legending of all Chattel Paper as required by

Section 5(b) hereof). The Lien of Purchasers on all Instruments, Letter of Credit Rights and Chattel Paper of Companies is prior to all other Liens, except Permitted Liens that would be prior to the Liens in favor of Purchasers as a matter of law, and is enforceable as such against any and all creditors of and purchasers from Companies.

(e) Each Company's name as it appears in official filings in the jurisdiction of its incorporation or organization, as applicable, the type of entity of each Company (including corporation, partnership, limited partnership or limited liability company), organizational identification number issued by each Company's jurisdiction of incorporation or organization or a statement that no such number has been issued, each Company's jurisdiction of organization or incorporation, the location of each Company's chief executive office, principal place of business, offices, all warehouses and premises where Collateral is stored or located, and the locations of its books and records concerning the Collateral are set forth on Schedule III hereto. Each Company has only one jurisdiction of incorporation or organization.

(f) With respect to the Accounts, (i) they represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of each Company's business and are not evidenced by a judgment, Instrument or Chattel Paper; (ii) there are no setoffs, claims or disputes existing or asserted with respect thereto (except as set forth on Schedule 4.7 to the Note Agreement), and no Company has made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by a Company in the ordinary course of its business for prompt payment and disclosed to Purchasers; (iii) to Companies' knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on Companies' books and records and any invoices and statements delivered to Purchasers with respect thereto; (iv) no Company has received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and (v) no Company has any knowledge that any Account Debtor is unable generally to pay its debts as they become due. Further with respect to the Accounts (x) the amounts shown on such records and all invoices and statements which may be delivered to Purchasers with respect thereto are actually and absolutely owing to a Company as indicated thereon and are not in any way contingent; and (y) to Companies' knowledge, all Account Debtors have the capacity to contract.

(g) With respect to any Inventory owned by Companies, (i) such Inventory is located at one of Companies' locations set forth on Schedule III hereto, (ii) no Inventory is now, or shall at any time or times hereafter be stored at any other location without Purchasers' prior consent, and if Purchasers give such consent, Companies will concurrently therewith obtain, to the extent required by the Note Agreement, bailee, landlord and mortgagee agreements, (iii) Companies have good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or

security interest or document whatsoever except for the Lien granted to Purchasers and except for Permitted Liens, (iv) such Inventory is of good and merchantable quality, free from any material defects, (v) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, and (vi) the completion of manufacture, sale or other disposition of such Inventory by Purchasers following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which any Company is a party or to which such property is subject.

(h) No Company has any interest in, or title to, any Intellectual Property except as set forth in Schedule IV hereto. This Security Agreement is effective to create a valid and continuing Lien on and, upon filing of this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, perfected security interests in favor of Purchasers in Companies' Intellectual Property and such perfected security interests are enforceable as such as against any and all creditors of and purchasers from Companies. Upon filing of this Security Agreement with the United States Copyright Office, the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I hereto, all action necessary or desirable to protect and perfect Purchasers' Lien on Companies' Intellectual Property shall have been duly taken.

5. COVENANTS. Companies, jointly and severally, covenant and agree with Purchasers that from and after the Effective Date and until the Obligations are indefeasibly paid in full:

(a) Further Assurances; Pledge of Instruments; Chattel Paper.

(i) At any time and from time to time, upon the written request of Purchasers and at the sole expense of Companies, Companies shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as Purchasers may deem desirable to obtain the full benefits of this Security Agreement and of the rights and powers herein granted, including (A) subject to Section 2.8 of the Note Agreement, using its best efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of Purchasers of any license or contract held by any Company and to enforce the security interests granted hereunder; and (B) filing any financing or continuation statements under the UCC or PPSA, as applicable, with respect to the Liens granted hereunder or under any Other Agreement.

(ii) Unless Purchasers shall otherwise consent in writing (which consent may be revoked), Companies shall deliver to Purchasers all Collateral consisting of negotiable Documents, certificated securities, Chattel Paper and Instruments (in each case, accompanied by stock powers, unit powers, allonges or other instruments of transfer executed in blank) promptly after each Company receives the same.

(iii) From and after the occurrence of an Event of Default and upon the request of any Purchaser, Companies shall obtain or use its best efforts to obtain collateral assignments of leases and/or waivers or subordinations of Liens from landlords and mortgagees, and Companies shall in all instances (subject to Section 2.8 of the Note Agreement) obtain signed acknowledgements of Purchasers' Liens from bailees having possession of any Company's Goods that they hold for the benefit of Purchasers.

(iv) From and after the occurrence of an Event of Default and upon the request of any Purchaser, Companies shall obtain authenticated agreements from each issuer of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for any Company, which agreement shall grant to Purchasers "control" over such financial assets or commodities for purposes of Section 9.106 of the UCC and the *Securities Transfer Act* of each of Ontario and Alberta.

(v) From and after the occurrence of an Event of Default and upon the request of any Purchaser, Companies shall obtain a blocked account, lockbox or similar agreement with each bank or financial institution holding a Deposit Account for any Company, which agreement shall grant to Purchasers "control" over such Deposit Account and the monies contained therein for purposes of Section 9.104 of the UCC.

(vi) If any Company is or becomes the beneficiary of a letter of credit, then that Company shall promptly, and in any event within five (5) Business Days after becoming a beneficiary, notify Purchasers thereof and enter into a tri-party agreement with Purchasers and the issuer and/or confirmation bank with respect to Letter-of-Credit Rights assigning such Letter-of-Credit Rights to Purchasers, all in form and substance reasonably satisfactory to Purchasers.

(vii) Companies shall take all steps necessary to grant Purchasers control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(viii) Companies hereby irrevocably authorize Purchasers at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction and in any PPSA jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Company other than the Wells Fargo Collateral or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC or the PPSA for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Company is an organization, the type of organization and any

organization identification number issued to Company, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Company agrees to furnish any such information to Purchasers promptly upon request. Company also ratifies its authorization for Purchasers to have filed in any Uniform Commercial Code jurisdiction or PPSA jurisdiction any initial financing statements or amendments thereto if filed prior to the Effective Date. Upon any Purchaser's request, each Company agrees to execute any initial financing statements or amendments thereto necessary to perfect Purchasers' Liens and security interests in the Collateral.

(ix) Each Company shall promptly, and in any event within five (5) Business Days after the same is acquired by it, notify Purchasers of any commercial tort claim (as defined in the UCC) acquired by it, and unless otherwise consented by Purchasers, that Company shall enter into a supplement to this Security Agreement, granting to Purchasers a Lien in such commercial tort claim.

(x) Notwithstanding any other provision of this Security Agreement, no filings have been or will be made and no other activities have been or will be taken in any country other than the United States and Canada to perfect a security interest of Purchasers in any assets of Australia or any other Company, unless and until the first date on which the aggregate value of such assets of Australia, such Company or such Subsidiary (according to the Company's or such Subsidiary's books and records maintained in good faith in accordance with GAAP) is equal to or greater than \$1,000,000.

(b) Maintenance of Records. Companies shall keep and maintain, at their own cost and expense, satisfactory and complete records of the Collateral, including a record of any and all payments received and any and all credits granted with respect to the Collateral and all other dealings with the Collateral. Companies shall mark its books and records pertaining to the Collateral to evidence this Security Agreement and the Liens granted hereby.

(c) Covenants Regarding Intellectual Property Collateral.

(i) Companies shall notify Purchasers immediately if any of them knows or has reason to know that any application or registration relating to any Intellectual Property (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any court) regarding any Company's ownership of any Intellectual Property, a Company's right to register the same, or to keep and maintain the same.

(ii) In no event shall any Company, either directly or through any agent, employee, licensee or designee, file an application for the registration

of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency without giving Purchasers prior written notice thereof, and, upon request of any Purchaser, Companies shall execute and deliver any and all Security Agreements as such Purchaser may request to evidence Purchasers' Lien on such Intellectual Property, and the General Intangibles of Companies relating thereto or represented thereby.

(iii) Companies shall take all actions necessary or requested by any Purchaser to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of any Intellectual Property (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless a Company shall determine that such Intellectual Property is not material to the conduct of its business.

(iv) In the event that any Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, the applicable Company shall comply with Section 5(a)(ix) of this Security Agreement. Such Company shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Purchasers shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

(d) Indemnification. In any suit, proceeding or action brought by any Purchaser relating to any Collateral for any sum owing with respect thereto or to enforce any rights or claims with respect thereto, Companies will save, indemnify, defend and keep each Purchaser harmless from and against all expense (including reasonable attorneys' fees and expenses), loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Account Debtor or other Person obligated on the Collateral, arising out of a breach by any Company of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to, or in favor of, such obligor or its successors from any Company, except in the case of any Purchaser, to the extent such expense, loss, or damage is attributable solely to the gross negligence or willful misconduct of such Purchaser as finally determined by a court of competent jurisdiction. All such obligations of any Company shall be and remain enforceable against and only against the applicable Company and shall not be enforceable against any Purchasers.

(e) Compliance with Terms of Accounts, etc. In all material respects, Companies will perform and comply with all obligations in respect of the Collateral and all other agreements to which it is a party or by which it is bound relating to the Collateral.

(f) Limitation on Liens on Collateral. Companies will not create, permit or suffer to exist, and will defend the Collateral against, and take such other action as is

necessary to remove, any Lien on the Collateral except Permitted Liens, and will defend the right, title and interest of any Purchaser in and to any of Company's rights under the Collateral against the claims and demands of all Persons whomsoever.

(g) Limitations on Disposition. Companies will not sell, license, lease, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so, except as expressly permitted by the Note Agreement.

(h) Further Identification of Collateral. Companies will, if so requested by any Purchaser, furnish to such Purchaser, as often as such Purchaser requests, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as any Purchaser may reasonably request, all in such reasonable detail as such Purchaser may specify.

(i) Notices. Companies will advise Purchasers promptly, in reasonable detail, (i) of any Lien (other than Permitted Liens) or claim made or asserted against any of the Collateral, and (ii) of the occurrence of any other event that would have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder or under any Other Agreement.

(j) No Reincorporation or Change of Principal Place of Business or Chief Executive Office. Without limiting the prohibitions on mergers involving any Company contained in the Note Agreement, no Company shall reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the Effective Date without the prior written consent of Purchasers. No Company shall change its principal place of business or chief executive office without the prior written consent of Purchasers.

(k) Terminations; Amendments Not Authorized. Companies acknowledge that they are not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Purchasers and agrees that it will not do so without the prior written consent of Purchasers, subject to Companies' rights under Section 9-509(d)(2) of the UCC and under Section 56 of the PPSA, as applicable.

(l) Use of Collateral. Companies will do nothing to impair the rights of Purchasers in any of the Collateral. Companies will not adjust, settle or compromise the amount or payment of any Account, or release wholly or partly any Account Debtor thereof or allow any credit or discount thereon (other than adjustments, settlements, compromises, credits, discounts and releases in the ordinary course of business).

6. PURCHASERS' APPOINTMENT AS ATTORNEY-IN-FACT. On the Effective Date, each Company shall execute and deliver to Holders' Representative a power of attorney (the "**Power of Attorney**") substantially in the form attached hereto as Exhibit A. The power of attorney granted pursuant to the Power of Attorney is a power coupled with an interest and shall be irrevocable until the occurrence of (i) the termination of the Note Agreement and (ii) the indefeasible payment in full of the Obligations. The powers conferred on Holders'

Representative under the Power of Attorney are solely to protect Holders' Representative's interests in the Collateral and shall not impose any duty upon Holders' Representative to exercise any such powers. Holders' Representative agrees that (a) except for the powers granted in clause (h) of the Power of Attorney, it shall not exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing, and (b) Holders' Representative shall account for any moneys received by Holders' Representative in respect of any foreclosure on or disposition of Collateral pursuant to the Power of Attorney provided that Holders' Representative shall have no duty as to any Collateral, and Holders' Representative shall be accountable only for amounts that it actually receives as a result of the exercise of such powers. NONE OF PURCHASERS OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE RESPONSIBLE TO ANY COMPANY FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR OTHERWISE, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, NOR FOR ANY PUNITIVE EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

7. REMEDIES; RIGHTS UPON DEFAULT.

(a) In addition to all other rights and remedies granted to it under this Security Agreement, the Note Agreement, the Other Agreements and under any other instrument or agreement securing, evidencing or relating to any of the Obligations, if any Event of Default shall have occurred and be continuing, Purchasers may exercise all rights and remedies of a secured party under the UCC and the PPSA. Without limiting the generality of the foregoing, Companies expressly agree that in any such event Purchasers, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon any Company or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC or the PPSA, as applicable and other applicable law), may forthwith enter upon the premises of any Company where any Collateral is located through self-help, without judicial process, without first obtaining a final judgment or giving any Company or any other Person notice and opportunity for a hearing on Purchasers' claim or action, and may collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at a public or private sale or sales, at any exchange at such prices as it may deem acceptable, for cash or on credit or for future delivery without assumption of any credit risk. Purchasers shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption Companies hereby release. Such sales may be adjourned and continued from time to time with or without notice. Purchasers shall have the right to conduct such sales on any Company's premises or elsewhere and

shall have the right to use any Company's premises without charge for such time or times as Purchasers deems necessary or advisable.

During the continuance of an Event of Default, Purchasers may, if they so elect, seek the appointment of a receiver or keeper by way of application to a court of competent jurisdiction or by written instrument (in which case any such receiver may be any person or persons, whether an officer or officers or employee or employees of any Purchaser or not, and Purchasers may remove any such receiver so appointed and appoint another or others in his or their stead) to take possession of Collateral and to enforce any of Purchasers' remedies with respect to such appointment without prior written notice or hearing as to such appointment.

If any Event of Default shall have occurred and be continued, Companies further agree, at any Purchaser's request, to assemble the Collateral and make it available to Purchasers at a place or places designated by Purchasers reasonably convenient to Purchasers and Companies, whether at any Company's premises or elsewhere. Until Purchasers are able to effect a sale, lease, or other disposition of Collateral, any Purchaser shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by Purchasers. No Purchaser shall have an obligation to any Company to maintain or preserve the rights of a Company as against third parties with respect to Collateral while Collateral is in the possession of such Purchaser. Purchasers may, if they so elect, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of Purchasers' remedies with respect to such appointment without prior notice or hearing as to such appointment. Purchasers shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Obligations as provided in the Note Agreement, and only after so paying over such net proceeds, and after the payment by Purchasers of any other amount required by any provision of law, need Purchasers account for the surplus, if any, to Companies. To the maximum extent permitted by applicable law, each Company waives all claims, damages, and demands against any Purchaser arising out of the repossession, retention or sale of the Collateral except such as arise solely out of the gross negligence or willful misconduct of such Purchaser as finally determined by a court of competent jurisdiction. Companies agree that ten (10) days prior notice by Purchasers of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. Companies shall remain jointly and severally liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations, including any attorneys' fees and other expenses incurred by Purchasers to collect such deficiency.

(b) Except as otherwise specifically provided herein, each Company hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(c) To the extent that applicable law imposes duties on Purchasers to exercise remedies in a commercially reasonable manner, each Company acknowledges and agrees that it is not commercially unreasonable for Purchasers (i) to fail to incur expenses

reasonably deemed significant by Purchasers to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as a Company, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure Purchasers against risks of loss, collection or disposition of Collateral or to provide to Purchasers a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by Purchasers, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Purchasers in the collection or disposition of any of the Collateral. Companies acknowledge that the purpose of this Section 7(c) is to provide non-exhaustive indications of what actions or omissions by any Purchaser would not be commercially unreasonable in the such Purchaser's exercise of remedies against the Collateral and that other actions or omissions by any Purchaser shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 7(c). Without limitation upon the foregoing, nothing contained in this Section 7(c) shall be construed to grant any rights to any Company or to impose any duties on Purchasers that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 7(c).

(d) No Purchaser shall be required to make any demand upon, or pursue or exhaust any of its rights or remedies against, any Company, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations or to pursue or exhaust any of its rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof. No Purchaser shall be required to marshal the Collateral or any guarantee of the Obligations or to resort to the Collateral or any such guarantee in any particular order, and all of its rights hereunder or under any Other Agreement shall be cumulative. To the extent it may lawfully do so, each Company absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against any Purchaser, any valuation, stay, appraisal, extension, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral

made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise.

8. GRANT OF LICENSE TO USE INTELLECTUAL PROPERTY. For the purpose of enabling Purchasers to exercise rights and remedies under Section 7 hereof (including, without limiting the terms of Section 7 hereof, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Collateral) at such time as Purchasers shall be lawfully entitled to exercise such rights and remedies, each Company hereby grants to Purchasers an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Company) to use, license or sublicense any Intellectual Property now owned or hereafter acquired by any Company, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

9. LIMITATION ON PURCHASERS' DUTY IN RESPECT OF COLLATERAL. Each Purchaser shall use reasonable care with respect to the Collateral in its possession or under its control. No Purchaser shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of Purchasers, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. Each Purchaser shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral or Excluded Collateral in its possession if such Collateral and Excluded Collateral is accorded treatment substantially equal to that which it accords its own property. No Purchaser shall be liable or responsible for any loss or damage to any of the Collateral or Excluded Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehousemen, carrier, forwarding agency, consignee or other agent or bailee selected by any Purchaser in good faith.

10. REINSTATEMENT. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Company for liquidation or reorganization, should any Company become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Company'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 Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

11. NOTICES. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other

communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Note Agreement.

12. SEVERABILITY. Whenever possible, each provision of this Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Security Agreement. This Security Agreement is to be read, construed and applied together with the Note Agreement and the Other Agreements which, taken together, set forth the complete understanding and agreement of Purchasers and Companies with respect to the matters referred to herein and therein.

13. NO WAIVER; CUMULATIVE REMEDIES. No Purchaser shall by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Purchasers and then only to the extent therein set forth. A waiver by any Purchaser of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Purchasers would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of any Purchaser, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Purchasers and Companies.

14. LIMITATION BY LAW. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

15. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 10 hereof, this Security Agreement shall terminate upon the occurrence of the termination of the Note Agreement and the indefeasible payment of all Obligations.

16. SUCCESSORS AND ASSIGNS. This Security Agreement and all obligations of each Company hereunder shall (i) be binding upon the successors and assigns of each Company (including any debtor-in-possession on behalf of a Company), (ii) be joint and several among Companies and (iii) together with the rights and remedies of Purchasers hereunder, inure to the benefit of Purchasers, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner affect the Lien granted

to Purchasers hereunder. Companies may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Security Agreement.

17. COUNTERPARTS. This Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. The Security Agreement may be authenticated by manual signature, facsimile or electronic means, all of which shall be equally valid.

18. GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED EXCLUSIVELY IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ARIZONA AS APPLIED TO AGREEMENTS AMONG ARIZONA RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN THE STATE OF ARIZONA, EXCLUDING THAT BODY OF LAW RELATED TO CONFLICTS OF LAWS. ANY ACTION, SUIT OR OTHER PROCEEDING INITIATED BY PURCHASERS OR COMPANIES AGAINST ANY OTHER PARTY UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT MUST BE BROUGHT IN ANY FEDERAL OR STATE COURT IN THE STATE OF ARIZONA, AS THE PARTY BRINGING SUCH ACTION, SUIT OR PROCEEDING SHALL ELECT, HAVING JURISDICTION OVER THE SUBJECT MATTER THEREOF.

19. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH COMPANY AND EACH PURCHASER HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, THE NOTES OR ANY DOCUMENTS ENTERED INTO IN CONNECTION THEREWITH OR THE TRANSACTIONS CONTEMPLATED THEREBY OR THE ACTIONS OF PURCHASERS IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF.

20. SECTION TITLES. The Section titles contained in this Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

21. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Security Agreement.

22. AMENDMENT AND RESTATEMENT. This Security Agreement is given in amendment, restatement, renewal and extension (but not in novation, extinguishment or satisfaction) of the Original Security Agreement. All liens and security interests, in the Original Collateral that also constitutes Collateral, securing payment of the obligations under the Original Security Agreement are hereby collectively renewed, extended, rearranged, ratified and brought forward as security for the payment and performance of the Obligations.

23. BAILEE. Each of CAC, DRD and Dammeyer hereby appoints Seacoast as its agent and bailee for the limited purposes of perfecting their respective Liens on any collateral that is in the possession or control of Seacoast (or any vehicles and other equipment of any Borrower or any guarantor for which the original title reflects Seacoast as the secured party or lienholder thereunder (such collateral being referred to herein as the “Titled Collateral”)), and on any collateral that is perfected by entering into an agreement with a third party, including but not limited to insurance endorsements (collectively, the “Third Party Agreements”), and Seacoast hereby accepts such appointment and hereby acknowledges that it holds possession of or otherwise controls any such collateral, and is a party to the Third Party Agreements, for the benefit of CAC, DRD, Dammeyer and Seacoast as secured parties; provided, that Seacoast shall not have any duty or liability to protect or preserve any rights pertaining to any of the collateral or Third Party Agreements and, except for gross negligence or willful misconduct as determined pursuant to a final non-appealable order of a court of competent jurisdiction, each of CAC, DRD and Dammeyer hereby waives and releases Seacoast from all claims and liabilities arising pursuant to Seacoast’s role as bailee with respect to the collateral and Third Party Agreements, so long as Seacoast shall use the same degree of care with respect thereto as Seacoast uses for similar property pledged to Seacoast as collateral for indebtedness of others to Seacoast.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMPANIES:

ISAGENIX WORLDWIDE LLC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX INTERNATIONAL, LLC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX PUERTO RICO, INC.

By: Kevin P. Adams
Name: Kevin Adams
Title: Treasurer and Vice President

ISAGENIX CANADA, ULC

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

**ISAGENIX (ASIA PACIFIC),
AUSTRALIA PTY LTD**

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

AMENDED AND RESTATED SECURITY AGREEMENT

009091.0164\547827

PURCHASERS:

**SEACOAST CAPITAL PARTNERS II,
L.P.**

By: Seacoast II Advisors, LLC,
its general partner

By: Jeffrey J. Holland
Name: Jeffrey J. Holland
Title: Member

CAC, LLC

By: Rod Dammejer
Name: Rod Dammejer
Title: PRESIDENT

DRD FAMILY PARTNERSHIP, LP

By: Rod Dammejer
Name: Rod Dammejer
Title: GENERAL PARTNER

TOM DAMMEYER

AMENDED AND RESTATED SECURITY AGREEMENT

009091.0164\547827

TRADEMARK
REEL: 004169 FRAME: 0036

CAC, LLC

By: _____
Name: _____
Title: _____

DRD FAMILY PARTNERSHIP, LP

By: _____
Name: _____
Title: _____



TOM DAMMEYER

ANNEX I
to
SECURITY AGREEMENT

WELLS FARGO COLLATERAL

International's interest in: (a) all real property located in Maricopa County, Arizona, and described as "the South 500 feet of the Northeast quarter of the Northwest quarter of Section 7, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; EXCEPT the West 65 feet thereof;" (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of International, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real property, whether decreed or undecreed, tributary or non-tributary, surface or underground, appropriated or unappropriated, and all shares of stock in any water, canal, ditch or reservoir company, and all well permits, water service contracts, drainage rights and other evidences of any such rights; and (h) all, interest or estate which International now has or may hereafter acquire in said real property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of said real property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of said real property.

SCHEDULE I
to
SECURITY AGREEMENT

FILING JURISDICTIONS

State of Delaware
State of Arizona
Province of Alberta
Province of Ontario

SCHEDULE II
to
SECURITY AGREEMENT

COMMERCIAL TORT CLAIMS

None

SCHEDULE III

to
SECURITY AGREEMENT

SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING COMPANIES' COLLATERAL

Official Name	Type of Entity	Identification Number	State of Incorporation	Chief Executive Office	Corporate Offices	Warehouses	Locations of Collateral	Locations of Records Concerning Collateral
Isagenix Worldwide LLC	Limited liability company	4020620	Delaware	Chandler	Chandler	None	Chandler	Chandler
Isagenix International, LLC	Limited liability company	L10360137	Arizona	Chandler	Chandler	TechniPak Total Solutions	TechniPak Total Solutions	Chandler
Isagenix Canada, ULC	Unlimited liability company	3223579	Nova Scotia	Chandler	Canada	DIT DDC	DIT DDC	Chandler
Isagenix Puerto Rico, Inc	Corporation	11144079	Arizona	Chandler	Puerto Rico	Puerto Rico	Puerto Rico	Chandler
Isagenix (Asia Pacific), Australia Pty Ltd	Proprietary company	122 975 357	Australia	Chandler	Australia	Freight	Freight	Chandler

Chandler – 2225 South Price Road, Chandler, Arizona, 85286
 Puerto Rico (PR) – Palmas Industrial Park, Carr 869 Km 0.5, Cantano, Puerto Rico 00962
 Canada – Suite 1700, Purdy's Wharf Tower 1, 1959 Upper Water Street, Halifax, Nova Scotia, Canada B3J 3N2
 Australia – Level 2, 12 Waterloo Road, North Ryde, NSW 2113, Australia
 Total Solutions – 601 South 54th Street, Suite 35, Chandler, Arizona 85226
 TechniPak – 901 Eastern Star Rd., Suite C, Kingsport, Tennessee, 37663
 DIT – Direct Integrated Transportation, 5555 69th Ave SE., Suite 121, Calgary, AB T2C4Y7
 DDC – Direct Distribution Centres, 2-2340 Winston Park Drive, Oakville, ON L6H-7T7
 Freight – Freight & Distribution Management Systems Pty Ltd., 6 Wonderland Drive, Eastern Creek NSW 2766

SCHEDULE IV
to
SECURITY AGREEMENT

INTELLECTUAL PROPERTY

Trademarks







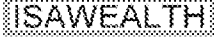
See attached report

Copyrights

Full Title	Copyright Number	Date
Health revolution.	PA0001333304	2003
Cleanse Your Way to Better Health Pamphlet French/English.	TX0006961466	2007
30 Day Supply System Guide.	TX0006989862	2008
9 Day Supply System Guide.	TX0006989867	2008
Achieve Peak Performance with Isagenix Pamphlet.	TX0006899537	2007
C-Lyte Canadian/French Label.	TX0006989844	2008
Can the Isagenix Cleansing and Fat Burning System Help People Lose Weight? Pamphlet.	TX0006899527	2007
Cleanse for Life Natural Berry Flavor Bottle Label.	TX0006961489	2007
Cleanse Your Way to Better Health Pamphlet.	TX0006899874	2007
Cleansing and Fat Burning System 30-day supply Flyer, Easy as 1-2-3!	TX0006941667	2007
Cleansing and Fat Burning System 9-day supply Flyer, Easy as 1-2-3!	TX0006941666	2007
Doctor Doctor Give Me the Truth.	PA0001641839	2006
Essentials for MEN English/French Version.	TX0006961507	2007
Essentials for MEN Product Label Canadian Version.	TX0006941467	2006
Essentials for WOMEN Bottle Label, French/English.	TX0006961471	2007
Introducing Complete Nutrition for Your Child.	TX0006900003	2007
Introducing IsaOmega Supreme Brochure.	TX0006961463	2007
IsaCalcium Bottle Label, French/English.	TX0006961475	2007
IsaDelight Value Pak Promotion Pamphlet.	TX0006989852	2008
IsaDermix A.M. Hydrating Cream Phase 5 Product Label.	TX0006989859	2008
IsaDermix Crystal Mineral Masque Flyer.	TX0006899516	2005
IsaDermix Intensive Eye & Lip Firming Treatment Flyer.	TX0006899673	2005
IsaDermix Pure Luxury Flyer.	TX0006899543	2007
IsaDermix Skin Renewal System Booklet.	TX0006900052	2006

IsaFlush Australian/New Zealand Label.	TX0006961521	2007
Isagenix 2008 Product Catalog.	TX0006989871	2008
Isagenix Products.	SR0000626819	2006
IsaKids Essentials Label in French/English.	TX0006961494	2007
IsaLean Bar Chocolate Dipped honey Peanut Product Label Canadian Version.	TX0006941488	2007
IsaLean Bar Oatmeal Dipped Honey Raisin Product Label Canadian Version.	TX0006941484	2007
IsaLean Bar, Yogurt Dipped Oatmeal Raisin Flavor Label.	TX0006989846	2008
IsaLean Shake French Vanilla Flavor Label.	TX0006961509	2007
IsaLean Shake French Vanilla Flavor Label for Australian/New Zealand market.	TX0006961519	2007
IsaLean Shake Rich Chocolate Flavor Label.	TX0006961499	2007
IsaLean Shake Rich Chocolate Flavor Label for Australian/New Zealand market.	TX0006961513	2007
IsaLean Soup Creamy Tomato Flavor Label.	TX0006961502	2007
IsaLean Soup Individual Packet Label.	TX0006961525	2007
IsaOmega Supreme Bottle Label.	TX0006961505	2007
Limpie su Cuerpo Flyer.	TX0006899887	2007
Lonix Supreme Booklet.	TX0006900031	2006
Lonix Supreme Brochure, French/English.	TX0006961459	2007
LsaDermix Skin Renewal System.	SR0000626811	2006
LsaKids Nutrition System Flyer.	TX0006899856	2007
LsaPro Whey Protein French/English Product Label.	TX0006989848	2008
MARS Venus Optimize Your Health Pamphlet.	TX0006899979	2007
Me & My Health Booklet.	VA0001692643	2007
More than Convinced: a Doctor's Story.	SR0000626813	2002
Natural Accelerator Bottle Label French/English.	TX0006961479	2007
Set Yourself Free.	SR0000626823	2006
Slim Cakes Box.	VA0001646827	2008
Snacks! French Vanilla Flavor label for Australian/New Zealand market.	TX0006961497	2007
Snacks! Natural Chocolate Flavor label for Australian/New Zealand market.	TX0006961515	2007
Start Earning Today with the IsaWealth System Pamphlet.	TX0006899903	2007
Steps to Success: pt. 1.	SR0000626815	2005
Steps to Success: pt. 2.	SR0000626824	2005
Systems Guide Booklet.	TX0006900016	2007
Welcome Pak.	TX0006899480	2007
What's Killing You?	SR0000626817	2003
Why Cleanse? Why Isagenix? Why Cleanse for Life?	SR0000626821	2006
World Leader in Nutritional Cleansing Pamphlet.	TX0006900055	2007
Yogurt Dipped Oatmeal Raisin Bars Box.	VA0001668031	2008

Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status	Renewal Sub.
Australia								
IONIX								
Isagenix Worldwide		Australia	1109431	1109431	18 Apr 2006	5	Registered	
ISACLEANSE								
Isagenix Worldwide		Australia	1109663	1109663	19 Apr 2006	5	Registered	
ISADERMIX								
Isagenix Worldwide		Australia	1111741	1111741	4 May 2006	5	Registered	
ISAGENIX								
Isagenix Worldwide		Australia	1109432	1109432	18 Apr 2006	3,5,35,36	Registered	
ISAGENIX (logo)								
Isagenix Worldwide		Australia	1109433	1109433	18 Apr 2006	3,5,35,36	Registered	
ISANUTRITIONALS								
Isagenix Worldwide		Australia	1109662	1109662	19 Apr 2006	5,41	Registered	
ISAWEALTH								
Isagenix Worldwide		Australia	1109664	1109664	19 Apr 2006	35,36	Registered	
ISABIZ								
Isagenix Worldwide, LLC		Australia	1215858	1215858	18 Dec 2007	41	Registered	
ISABODY CHALLENGE								
Isagenix Worldwide, LLC		Australia	1231415	1231415	26 Mar 2008	41	Registered	
ISAOMEGA SUPREME								
Isagenix Worldwide, LLC		Australia	1299423	1299423	15 May 2009	5	Registered	
Brazil								
ISABIZ								
Isagenix Worldwide, LLC		Brazil	829466860	829466860	19 Jan 2010	41	Registered	
Canada								
IONIX								

TRADEMARK


Isagenix Worldwide		Canada	1296731	688448	28 May 2007	5	Registered
Isagenix Worldwide	ISACLEANSE	Canada	1296732	684478	23 Mar 2007	5	Registered
Isagenix Worldwide	ISADERMIX	Canada	1296733	719827	30 Jul 2008	5	Registered
Isagenix Worldwide	ISAGENIX	Canada	1296730	685093	30 Mar 2007	3,5,35	Registered
Isagenix Worldwide	ISALYTE	Canada	1296736	684992	29 Mar 2007	5	Registered
Isagenix Worldwide	ISANUTRITIONALS	Canada	1297336	685091	30 Mar 2007	5,41	Registered
Isagenix Worldwide	ISAWEALTH	Canada	1296735	684993	29 Mar 2007	35	Registered
Isagenix Worldwide, LLC	ISAGENIX (logo)	Canada	1377080	736950	26 Mar 2009	3,5,35	Registered
							
Isagenix Worldwide, LLC	ISAGENIX (Logo-)	Canada	1296729	690011	15 Jun 2007	3,5,35	Registered
							
China							
Isagenix Worldwide, LLC	IONIX	China	5316447	5316447	28 Jul 2009	5	Registered
							
Isagenix Worldwide, LLC	ISACLEANSE	China	5316312	5316312	28 Jul 2009	5	Registered
							
Isagenix Worldwide, LLC	ISADERMIX	China	5316306	5316306	28 Jul 2009	5	Registered
							
Isagenix Worldwide, LLC	ISAGENIX	China	5316308	5316308	21 Jul 2009	35	Registered
							
Isagenix Worldwide, LLC	ISAGENIX	China	5316309	5316309	28 Jul 2009	3	Registered
							

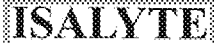
TRADEMARK


Isagenix Worldwide, LLC	ISAGENIX (Chinese Characters)	China	5619071	5619071	28 Oct 2009	3	Registered
							


Isagenix Worldwide, LLC	ISAGENIX (Chinese Characters)	China	5619073	5619073	21 Oct 2009	35	Registered
							


Isagenix Worldwide, LLC	ISAGENIX INTERNATIONAL (logo)	China	5316305	5316305	28 Jul 2009	3	Registered
							

Isagenix Worldwide, LLC	ISAGENIX INTERNATIONAL (logo)	China	5316446	5316446	21 Jul 2009	35	Registered
							


Isagenix Worldwide, LLC	ISALYTE	China	5316307	5316307	28 Jul 2009	5	Registered
							

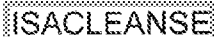
Isagenix Worldwide, LLC	ISANUTRITIONALS	China	5316310	5316310	7 Aug 2009	41	Registered
							


Isagenix Worldwide, LLC	ISANUTRITIONALS	China	5316311	5316311	28 Jul 2009	5	Registered
							

Isagenix Worldwide, LLC	ISAWEALTH	China	5316313	5316313	21 Oct 2009	35	Registered
							

CTM

Isagenix Worldwide	IONIX	CTM	005058532	005058532	20 Apr 2007	5	Registered
							


Isagenix Worldwide	ISACLEANSE	CTM	5067137	5067137	24 May 2007	5	Registered
							

Isagenix Worldwide	ISADERMIX	CTM	005058573	005058573	16 Apr 2007	5	Registered
							


TRADEMARK

REEL: 004169 FRAME: 0046


ISAGENIX

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ISAGENIX (logo)

Isagenix Worldwide		CTM	005058706	005058706	26 Jul 2007	3,5,35	Registered
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ISANUTRITIONALS

Isagenix Worldwide		CTM	005065248	005065248	27 Apr 2007	5,41	Registered
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ISAWEALTH

Isagenix Worldwide		CTM	5065578	5065578	20 Sep 2007	35,36,43	Registered
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ISABIZ

Isagenix Worldwide, LLC		CTM	6577068	6577068	4 Dec 2008	41	Registered
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ISABODY CHALLENGE

Isagenix Worldwide, LLC		CTM	6777478	6777478	20 Jan 2009	41	Registered
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ISAGENIX (logo)

Isagenix Worldwide, LLC		CTM	6604201	6604201	14 Jan 2009	3,5,35	Registered
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Hong Kong**IONIX**

Isagenix Worldwide		Hong Kong	300625545	300625545	24 Apr 2006	5	Registered
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ISACLEANSE

Isagenix Worldwide		Hong Kong	300625554	300625554	24 Apr 2006	5	Registered
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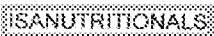
ISADERMIX

Isagenix Worldwide		Hong Kong	300625563	300625563	24 Apr 2006	5	Registered
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ISALYTE

Isagenix Worldwide		Hong Kong	300625590	300625590	24 Apr 2006	5	Registered
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ISANUTRITIONALS

Isagenix Worldwide		Hong Kong	300625608	300625608	24 Apr 2006	5,41	Registered
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ISAWEALTH

Isagenix Worldwide		Hong Kong	300625617	300625617	24 Apr 2006	35	Registered
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TRADEMARK**REEL: 004169 FRAME: 0047**

FIBERPRO (AI
SHEN JIAN LI YI
SHENG SHU
CHANG SU IN
CHINESE
CHARACTERS)
(SERIES OF 2)

Isagenix Worldwide LLC

Hong Kong

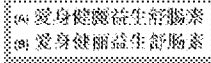
301263311

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24 Dec 2008

5,29,30,32

Registered



ISADIARY

Isagenix Worldwide LLC

Hong Kong

301246707

301246707

26 Nov 2008

44

Registered

ISAMUNE

Isagenix Worldwide LLC

Hong Kong

301263357

301263357

24 Dec 2008

5

Registered



ISAMUNE (AI
SHEN MIU KOU
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CHARACTERS)
(SERIES OF 2)

Isagenix Worldwide LLC

Hong Kong

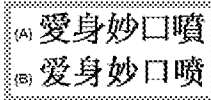
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24 Dec 2008

5

Registered



ISAPRO

Isagenix Worldwide LLC

Hong Kong

301263339

301263339

24 Dec 2008

5,29,30,32

Registered



ISAPRO (AI SHEN
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RU QING DAN BAI
IN CHINESE
CHARACTERS)
(SERIES OF 2)

Isagenix Worldwide LLC

Hong Kong

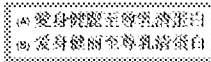
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24 Dec 2008

5,29,30,32

Registered



ISABIZ

Isagenix Worldwide, LLC

Hong Kong

301018395

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20 Dec 2007

41

Registered

ISABODY
CHALLENGE

Isagenix Worldwide, LLC

Hong Kong

301081089

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28 Mar 2008

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Registered

ISAGENIX

Isagenix Worldwide, LLC

Hong Kong

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24 Apr 2006

3,5,35

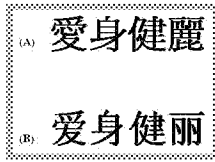
Registered



ISAGENIX
(Chinese
characters)
(series of 2
marks)

TRADEMARK

Isagenix Worldwide, LLC Hong Kong 300721818 300721818 15 Sep 2006 3,5,35 Registered



ISAGENIX (logo)

Isagenix Worldwide, LLC Hong Kong 300625572 300625572 24 Apr 2006 3,5,35 Registered



ISAGENIX (logo)

Isagenix Worldwide, LLC Hong Kong 301022057 301022057 27 Dec 2007 3,5,35 Registered



ISAOMEGA
SUPREME

Isagenix Worldwide, LLC Hong Kong 301343781 301343781 15 May 2009 5 Registered

Japan

IONIX

Isagenix Worldwide Japan 2006-034376 5021160 26 Jan 2007 5,29 Registered



ISACLEANSE

Isagenix Worldwide Japan 2006-036464 5037411 30 Mar 2007 5 Registered



ISADERMIX

Isagenix Worldwide Japan 2006-036081 5066378 27 Jul 2007 3 Registered



ISALYTE

Isagenix Worldwide Japan 2006-036080 5033044 16 Mar 2007 5 Registered



ISANUTRITIONALS

Isagenix Worldwide Japan 2006-036466 5033045 16 Mar 2007 5,41 Registered



ISAWEALTH

Isagenix Worldwide Japan 2006-036465 4998905 27 Oct 2006 35 Registered



ISABODY
CHALLENGE









Isagenix Worldwide, LLC Japan 2008-022448 5228443 1 May 2009 41 Registered

ISADIARY

Isagenix Worldwide, LLC Japan 2008-095300 5267198 18 Sep 2009 44 Registered

ISAGENIX


TRADEMARK


Isagenix Worldwide, LLC		Japan	2006-036082	5035835	30 Mar 2007	3,5,35	Registered
Isagenix Worldwide, LLC	ISAGENIX (in Katakana)	Japan	2008-099480	5261352	28 Aug 2009	5,29,41,44	Registered
Isagenix Worldwide, LLC	ISAGENIX (logo)	Japan	2006-036079	4998903	27 Oct 2006	3,5,35	Registered
Isagenix Worldwide, LLC		Japan	2007-126660	5138571	6 Jun 2008	3,5,35	Registered
Korea - Republic of (South)							
Isagenix Worldwide	IONIX	Korea - Republic of (South)	2006-19789	40-0692250	4 Jan 2007	5	Registered
Isagenix Worldwide	ISACLEANSE	Korea - Republic of (South)	2006-20750	40-0692252	4 Jan 2007	5	Registered
Isagenix Worldwide	ISADERMIX	Korea - Republic of (South)	2006-0019790	40-0707378	23 Apr 2007	3	Registered
Isagenix Worldwide		Korea - Republic of (South)	45-2006-0001349	45-0020253	18 Jun 2007	3,5,35,36	Registered
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Isagenix Worldwide		Korea - Republic of (South)	45-2007-5749	24790	29 Sep 2008	3,5,35,36	Registered
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Isagenix Worldwide		Korea - Republic of (South)	2006-0001398	45-0019706	23 Apr 2007	5,41	Registered
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Isagenix Worldwide		Korea - Republic of (South)	2006-0009810	41-0154401	14 Sep 2007	35,36,41	Registered
Isagenix Worldwide	ISAWEALTH	Korea - Republic of (South)	2006-0009810	41-0154401	14 Sep 2007	35,36,41	Registered
Isagenix Worldwide		Korea - Republic of (South)	2006-0009810	41-0154401	14 Sep 2007	35,36,41	Registered

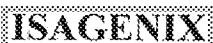
TRADEMARK


Isagenix Worldwide, LLC	ISABIZ	Korea - Republic of (South)	41-2007-33212	178046	3 Dec 2008	41	Registered
Isagenix Worldwide, LLC	ISABODY CHALLENGE	Korea - Republic of (South)	41-2008-8154	188059	22 Jul 2009	41	Registered

Malaysia


Isagenix Worldwide	ISADERMIX 	Malaysia	06005894	06005894	4 Jan 2006	3	Registered
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Isagenix Worldwide	ISAGENIX 	Malaysia	06005889	06005889	11 Apr 2006	3	Registered
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Isagenix Worldwide	ISAGENIX 	Malaysia	06005891	06005891	12 Apr 2006	5	Registered
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Isagenix Worldwide	ISAGENIX 	Malaysia	06005895	06005895	11 Apr 2006	35	Registered
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Isagenix Worldwide	ISAGENIX (logo) 	Malaysia	06005887	06005887	31 Jan 2006	3	Registered
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Isagenix Worldwide	ISAGENIX (logo) 	Malaysia	06005890	06005890	31 Jan 2006	35	Registered
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Isagenix Worldwide	ISALYTE 	Malaysia	06005892	06005892	31 Jan 2006	5	Registered
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Isagenix Worldwide	ISANUTRITIONALS 	Malaysia	06006476	06006476	18 Apr 2006	41	Registered
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Isagenix Worldwide	ISAWALTH 	Malaysia	06006474	06006474	18 Apr 2006	35	Registered
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Isagenix Worldwide, LLC	ISABIZ	Malaysia	07025343	07025343	26 Dec 2007	41	Registered
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Isagenix Worldwide, LLC	ISABODY CHALLENGE	Malaysia	08005912	08005912	26 Mar 2008	41	Registered
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TRADEMARK

ISAGENIX (logo)

Isagenix Worldwide, LLC



Malaysia

06005888

06005888

31 Jan 2006 5

Registered

Mexico**IONIX**

Isagenix Worldwide



Mexico

781391

937697

31 May 2006 5

Registered

ISACLEANSE

Isagenix Worldwide



Mexico

781392

953305

20 Sep 2006 5

Registered

ISADERMIX

Isagenix Worldwide



Mexico

781389

947883

18 Aug 2006 3

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ISAGENIX

Isagenix Worldwide



Mexico

781382

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18 Aug 2006 3

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ISAGENIX

Isagenix Worldwide



Mexico

781383

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29 May 2006 5

Registered

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Isagenix Worldwide



Mexico

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12 Jun 2007 35

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Isagenix Worldwide



Mexico

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18 Aug 2006 5

Registered

ISAGENIX (logo)

Isagenix Worldwide



Mexico

781380

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12 Jun 2007 35

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Isagenix Worldwide



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29 Nov 2006 3

Registered

ISALYTE

Isagenix Worldwide



Mexico

781390

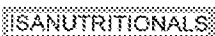
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18 Aug 2006 5

Registered

ISANUTRITIONALS

Isagenix Worldwide



Mexico

781387

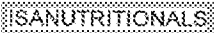
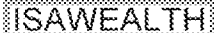




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18 Aug 2006 5

Registered

ISANUTRITIONALS**TRADEMARK**





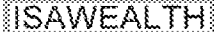
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Isagenix Worldwide		Mexico	781388	947882	18 Aug 2006	41	Registered
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Isagenix Worldwide	ISAWALTH 	Mexico	781386	979671	12 Apr 2007	35	Registered
Isagenix Worldwide, LLC	ISABIZ	Mexico	908225	1025493	21 Feb 2008	41	Registered
Isagenix Worldwide, LLC	ISABODY CHALLENGE	Mexico	928683	1046633	25 Jun 2008	41	Registered
Isagenix Worldwide, LLC	ISADIARY	Mexico	977222	1079040	14 Jan 2009	44	Registered
Isagenix Worldwide, LLC	ISAGENIX (logo) 	Mexico	908226	1037695	29 Apr 2008	35	Registered
Isagenix Worldwide, LLC	ISAGENIX (logo) 	Mexico	908227	1058078	29 Aug 2008	3	Registered
Isagenix Worldwide, LLC	ISAGENIX (logo) 	Mexico	908228	1035447	18 Apr 2008	5	Registered


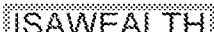
New Zealand

Isagenix Worldwide	IONIX	New Zealand	746495	746495	18 Apr 2006	5	Registered
Isagenix Worldwide	ISACLEANSE	New Zealand	746665	746665	19 Apr 2006	5	Registered
Isagenix Worldwide	ISADERMIX 	New Zealand	746498	746498	13 Apr 2006	5	Registered
Isagenix Worldwide	ISAGENIX 	New Zealand	746496	746496	8 Feb 2007	3,5,35,36	Registered
	ISAGENIX (logo)						

TRADEMARK

Isagenix Worldwide		New Zealand	746497	746497	8 Feb 2007	3,5,35,36	Registered
ISAGENIX (logo)							
Isagenix Worldwide		New Zealand	782162	782162	4 Jan 2008	3,5,35,36	Registered
ISALYTE							
Isagenix Worldwide		New Zealand	746499	746499	31 Jan 2006	5	Registered
ISANUTRITIONALS							
Isagenix Worldwide		New Zealand	746667	746667	19 Apr 2006	5,41	Registered
ISAWEALTH							
Isagenix Worldwide		New Zealand	746666	746666	19 Apr 2006	35,36	Registered
ISABIZ							
Isagenix Worldwide, LLC		New Zealand	782085	782085	3 Jan 2008	41	Registered
ISABODY CHALLENGE							
Isagenix Worldwide, LLC		New Zealand	786763	786763	1 Apr 2008	41	Registered
ISADIARY							
Isagenix Worldwide, LLC		New Zealand	799557	799557	10 Sep 2008	44	Registered
ISAOMEGA SUPREME							
Isagenix Worldwide, LLC		New Zealand	806436	806436	15 May 2009	5	Registered

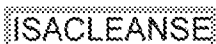
Philippines

ISAGENIX (logo)							
Isagenix Worldwide		Philippines	4-2008-000067	4-2008-000067	30 Jun 2008	5	Registered
ISAWEALTH							
Isagenix Worldwide		Philippines	4-2006-004186	4-2006-004186	7 Jul 2008	35	Registered
ISABIZ							
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ISABODY CHALLENGE							
Isagenix Worldwide, LLC		Philippines	4-2008-003663	4-2008-003663	27 Oct 2008	41	Registered

TRADEMARK

Russian Federation**ISACLEANSE**

Isagenix Worldwide



Russian Federation

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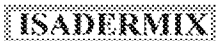
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19 Jun 2007 5

Registered

ISADERMIX

Isagenix Worldwide



Russian Federation

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Isagenix Worldwide



Russian Federation

2006709565

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19 Jun 2007 5

Registered

ISAGENIX

Isagenix Worldwide



Russian Federation

2006709701

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19 Jun 2007 3,35,36

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ISAGENIX LOGO

Isagenix Worldwide



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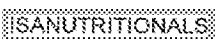
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25 Jun 2007 3,35,36

Registered

ISANUTRITIONALS

Isagenix Worldwide



Russian Federation

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16 Jul 2007 5,41

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ISAWEALTH

Isagenix Worldwide



Russian Federation

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332025

17 Aug 2007 35

Registered

ISABIZ

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2007739711

372976

19 Feb 2009 41

Registered

ISABODY CHALLENGE

Isagenix Worldwide, LLC

Russian Federation

2008708960

377424

22 Apr 2009 41

Registered

ISAGENIX (logo)

Isagenix Worldwide, LLC



Russian Federation

2006709566

328475

25 Jun 2007 5

Registered

Singapore**IONIX**

Isagenix Worldwide



Singapore

T0606890F

T0606890F

12 Apr 2006 5

Registered

ISACLEANSE

Isagenix Worldwide



Singapore

T06/07282B

T06/07282B

19 Apr 2006 5

Registered

ISADERMIX

Isagenix Worldwide

Singapore

T07/11488Z

T0711488Z

24 May 2007 3

Registered

TRADEMARK**REEL: 004169 FRAME: 0055**

ISADERMIX**ISAGENIX**

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**ISAGENIX (logo)**

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**ISALYTE**

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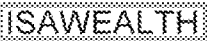
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**ISAWEALTH**

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**ISABIZ**

Isagenix Worldwide, LLC Singapore T0723694B T0723694B 18 Dec 2007 41 Registered

**ISABODY
CHALLENGE****TRADEMARK****REEL: 004169 FRAME: 0056**

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Taiwan

Isagenix Worldwide, LLC	Great Isadermix in Chinese Characters	Taiwan	098014270	1388979	16 Dec 2009	3	Registered
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ISAGENIX

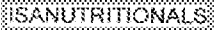
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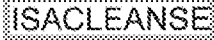
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Thailand


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Isagenix Worldwide	ISAGENIX 	Thailand	624962	KOR270528	28 Apr 2006	5	Registered
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Isagenix Worldwide	ISAGENIX 	Thailand	624963	BOR34302	10 Jul 2007	35	Registered
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Isagenix Worldwide  Thailand 624959 KOR273289 28 Apr 2006 5 Registered

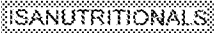
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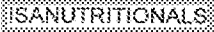
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ISANUTRITIONALS

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ISANUTRITIONALS

Isagenix Worldwide  Thailand 624970 BOR35014 28 Apr 2006 41 Registered


ISAWEALTH

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ISABIZ

Isagenix Worldwide, LLC Thailand 682616 BOR42004 21 Dec 2007 41 Registered

ISAGENIX (logo)

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ISAGENIX (logo)

Isagenix Worldwide, LLC  Thailand 682970 BOR41548 27 Dec 2007 35 Registered

ISABODY
CHALLENGE

Isagenix Worldwide, LLC Thailand 691633 BOR43543 1 Apr 2008 41 Registered

United States of America

Isagenix Worldwide **HAPPY
CHOCOLATES
THAT SATISFY** United States
of America 77452683 3520509 21 Oct 2008 5,30 Registered

HAVE YOUR CAKE

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Isagenix Worldwide	& EAT IT TOO	United States of America	76420065	2858499	29 Jun 2004	5	Registered
Isagenix Worldwide	IONIX	United States of America	76621172	3039625	10 Jan 2006	5	Registered
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	ISALEAN						

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Isagenix Worlwide, LLC



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Registered

ISALYTE

Isagenix Worlwide, LLC



United States
of America

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3 Apr 2007 5

Registered

ISAWALLET

Isagenix Worlwide, LLC

United States
of America

77062589

3524741

28 Oct 2008 36

Registered

ISAWEALTH

Isagenix Worlwide, LLC



United States
of America

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END OF REPORT

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EXHIBIT A

Power of Attorney

This Power of Attorney is executed and delivered by [] (each individually, a "**Company**" and collectively, the "**Companies**"), to Seacoast Capital Partners II, L.P., a Delaware limited partnership ("**Seacoast**" as used herein, "**Attorney**"), for the benefit of Seacoast, CAC, LLC, DRD Family Partnership, LP, and Tom Dammeyer (collectively, the "**Purchasers**"), pursuant to that certain Note Agreement, dated February 16, 2010 (the "**Closing Date**") and effective as of February 1, 2010 (the "**Effective Date**") by and among Companies and Purchasers (as amended, extended or restated from time to time, the "**Note Agreement**"), and that certain Amended and Restated Security Agreement, dated the Closing Date and effective as of the Effective Date by and among Companies and Purchasers (as amended, extended or restated from time to time, the "**Security Agreement**"), and collectively with other related documents, the "**Other Agreements**"). No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall be required to inquire into or seek confirmation from any Company as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and each Company irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity which acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest, and may not be revoked or canceled by any Company without Attorney's written consent.

Each Company hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as that Company's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of that Company and in the name of that Company or in its own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Other Agreements and, without limiting the generality of the foregoing, each Company hereby grants to Attorney the power and right, on behalf of that Company, without notice to or assent by that Company, and at any time, to do the following: (a) change the mailing address of that Company, open a post office box on behalf of that Company, open mail for that Company, and ask, demand, collect, give acquittances and receipts for, take possession of, endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with any property of that Company; (b) effect any repairs to any asset of that Company, or continue or obtain any insurance and pay all or any part of the premiums therefor and costs thereof, and make, settle and adjust all claims under such policies of insurance, and make all determinations and decisions with respect to such policies; (c) pay or discharge any taxes, liens, security interests, or other encumbrances levied or placed on or threatened against that Company or its property; (d) defend any suit, action or proceeding brought against that Company if that Company does not defend such suit, action or proceeding or if Attorney believes that Company is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any

suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate; (e) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to that Company whenever payable and to enforce any other right in respect of that Company's property; (f) cause the certified public accountants then engaged by that Company to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, the following reports: (1) a reconciliation of all accounts, (2) an aging of all accounts, (3) trial balances, (4) test verifications of such accounts as Attorney may request, and (5) the results of each physical verification of inventory; (g) communicate in its own name with any party to any Contract with regard to the assignment of the right, title and interest of such Company in and under the Contracts and other matters relating thereto; (h) to file such financing statements with respect to the Security Agreement, with or without that Company's signature, or to file a photocopy of the Security Agreement in substitution for a financing statement, as Purchasers may deem appropriate and to execute in that Company's name such financing statements and amendments thereto and continuation statements which may require that Company's signature; and (i) execute, in connection with any sale provided for in any Other Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral and to otherwise direct such sale or resale, all as though Attorney were the absolute owner of the property of that Company for all purposes, and to do, at Attorney's option and that Company's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon that Company's property or assets and Attorney's Liens thereon, all as fully and effectively as that Company might do. Each Company hereby ratifies, to the extent permitted by law, all that said Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by each Company this _____ day of _____, 2010.

[_____]

By: _____

Name: _____

Title: _____

NOTARY PUBLIC CERTIFICATE

On this _____ day of _____, 2010, _____ who is personally known to me appeared before me in his capacity as the [_____] of [_____] and executed on behalf of the Companies the Power of Attorney in favor of Seacoast Capital Partners II, L.P. to which this Certificate is attached.

Notary Public