

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
NAC Marketing Company, LLC		03/31/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 S. Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	banking corporation: OHIO

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	2872296	ALOE EASE COLON & BODY CLEANSE
Registration Number:	2752775	BACOPA BOOST
Registration Number:	3689357	BENECLEANSE
Registration Number:	3069563	BODY TYPE VITAMINS
Registration Number:	2891776	BOOTIE BATH
Registration Number:	2696687	BRAIN FACTOR
Registration Number:	2967805	BRILLIANT BLUE
Registration Number:	2803419	BRILLIANT GREENS
Registration Number:	2842758	CELTIC GOLD
Registration Number:	2599653	CHOLESTERX
Registration Number:	3602972	CITRACLEANSE
Registration Number:	3215583	CITRIMEGA
Registration Number:	3543438	DAYSKIN
Registration Number:	2977867	EROGENELLE

OP \$815.00 2872296

Registration Number:	3674973	FLEXGËN
Registration Number:	3607480	GOFLEX
Registration Number:	2582447	GREEN TEA PLUS
Registration Number:	3095360	HERBAL EDGE
Registration Number:	2750188	KING'S ROCK HARD
Registration Number:	3347774	LIGNAVITES
Registration Number:	3085894	MULTIVESCENCE
Registration Number:	2702638	NEW VITALITY
Registration Number:	3447802	NIGHTSKIN
Registration Number:	2904236	ORANGE BLISS
Registration Number:	3101245	RADIANT REDS
Registration Number:	3495597	REDDEFENSE
Registration Number:	2889936	ROYAL GREENS
Registration Number:	2757379	RUBY REDS
Registration Number:	2744659	SMART-PAK
Registration Number:	3184726	STOP BURN
Registration Number:	3087026	TAUTINOL
Registration Number:	2947503	VITAVESCENCE

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn, 55 E Monroe St.
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6741.002
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	04/01/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of March, 2010, by NAC Marketing Company, LLC, a Delaware limited liability company ("Grantor"), in favor of Fifth Third Bank, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, New Vitality Transaction Holdings, Inc., a Delaware corporation and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Without limiting any terms or conditions set forth in this Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

[Signature pages follow]

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

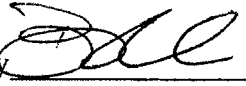
NAC MARKETING COMPANY, LLC, a
Delaware limited liability company

By
Its


Vice President

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK,
as Administrative Agent

By 
Its MANAGING DIRECTOR / VICE PRESIDENT

SCHEDULE 1

FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

<u>Name</u>	<u>U.S. Registration No.</u>
Aloe Ease Colon & Body	
Cleanse	2,872,296
Bacopa Boost	2,752,775
Bene cleanse	3,689,357
Body Type Vitamins	3,069,563
Bootie Bath	2,891,776
Brain Factor	2,696,687
Brilliant Blue	2,967,805
Brilliant Greens	2,803,419
Celtic Gold	2,842,758
Cholesterx	2,599,653
Citracleanse	3,602,972
Citrimega	3,215,583
Dayskin	3,543,438
Erogenelle	2,977,867
FlexGen	3,674,973
Goflex	3,607,480
Green Tea Plus	2,582,447
Herbal Edge	3,095,360
Kings Rock Hard	2,750,188
Lignavites	3,347,774
Multivescence	3,085,894
New Vitality	2,702,638
Nightskin	3,447,802
Orange Bliss	2,904,236
Radiant Reds	3,101,245
Reddefense	3,495,597
Royal Greens	2,889,936
Ruby Reds	2,757,379
Smart-Pak	2,744,659
Stop Burn	3,184,726
Tautinol	3,087,026
Vitavescence	2,947,503