

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
NaturMed, Inc.	FORMERLY NMI Acquisition Company	02/26/2010	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza
Internal Address:	MD 10AT63 -- Attn: Structured Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3714978	SECRETAGOGUE HGH PLUS
Registration Number:	3706802	GLUCO HARMONY
Registration Number:	3569706	HEALTHBOUNDER
Registration Number:	3565666	ROBUST RED
Registration Number:	3322191	INSTITUTE FOR VIBRANT LIVING IVL
Registration Number:	3315302	GO RUBY GO!
Serial Number:	77917950	INSTITUTE FOR VIBRANT LIVING
Serial Number:	77505246	V VIBRANT YOUTH
Serial Number:	77916716	INSTITUTE FOR VIBRANT LIVING
Serial Number:	77708819	COQ SUPREME
Serial Number:	77725024	ALL DAY ENERGY GREENS
Serial Number:	77912723	Q-HYDRATE528
Serial Number:	77912718	GREEN-VITATE528

CH \$390.00 3714978

Serial Number:	77809763	QUANTUM HYDRATE
Serial Number:	77723277	GLUTENZYME

CORRESPONDENCE DATA

Fax Number: (202)533-9099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-467-8856
Email: behogue@vorys.com, rsdonnell@vorys.com, iplaw@vorys.com
Correspondent Name: Richard S. Donnell
Address Line 1: 1909 K Street, NW
Address Line 2: 9th Floor
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	5252-629/0769/NATURMED
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	05/03/2010

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT
(Short Form)

Trademark Security Agreement (this "Agreement") dated as of February 26, 2010 by and between **NATURMED, INC.** (f/k/a NMI Acquisition Company), an Indiana corporation (the "Debtor"), having its chief executive office at 661 East Howards Road, Suite C, Camp Verde, Arizona 86322, and **FIFTH THIRD BANK**, an Ohio banking corporation (the "Secured Party"), with offices at 38 Fountain Square Plaza, MD 10AT63, Cincinnati, Ohio 45263, Attention: Structured Finance Group.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and between the Debtor and Secured Party and (b) the Trademark Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Debtor and Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Page Follows]

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

NATURMED, INC.
(formerly known as NMI Acquisition Company)

By: *Julianne S. Lis-Milam*
Julianne S. Lis-Milam, President

FIFTH THIRD BANK

By: _____
Thomas J. Compton III, Officer

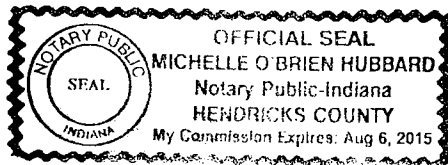
STATE OF INDIANA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 26 day of February, 2010 by Julianne S. Lis-Milam, President of NaturMed, Inc. (f/k/a NMI Acquisition Company), an Indiana corporation, on behalf of such corporation.

Michelle S. Hubbard
Notary Public

My commission expires:

8/6/2015



SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(Short Form)

TRADEMARK
REEL: 004197 FRAME: 0481

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

NATURMED, INC.
(formerly known as NMI Acquisition Company)

By: _____
Julianne S. Lis-Milam, President

FIFTH THIRD BANK

By: 
Thomas J. Compton III, Officer

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of February, 2010 by Julianne S. Lis-Milam, President of NaturMed, Inc. (f/k/a NMI Acquisition Company), an Indiana corporation, on behalf of such corporation.

Notary Public

My commission expires:

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TRADEMARK
REEL: 004197 FRAME: 0482

SCHEDULE I
TRADEMARKS

Mark	Owner	Serial No.	Reg. No.	Status
SECRETAGOGUE HGH PLUS	NaturMed, Inc.	77/724,977	3,714,978	Registered
GLUCO HARMONY	NaturMed, Inc.	77/636,979	3,706,802	Registered
HEALTHBOUNDER	NaturMed, Inc.	77/505,229	3,569,706	Registered
ROBUST RED	NaturMed, Inc.	77/340,008	3,565,666	Registered
INSTITUTE FOR VIBRANT LIVING IVL and Design	NaturMed, Inc.	76/668,215	3,322,191	Registered
GO RUBY GO!	NaturMed, Inc.	76/668,199	3,315,302	Registered
INSTITUTE FOR VIBRANT LIVING	NaturMed, Inc.	77/917,950		Pending
V VIBRANT YOUTH and Design	NaturMed, Inc.	77/505,246		Pending
INSTITUTE FOR VIBRANT LIVING	NaturMed, Inc.	77/916,716		Pending
COQ SUPREME	NaturMed, Inc.	77/708,819		Pending
ALL DAY ENERGY GREENS	NaturMed, Inc.	77/725,024		Pending
Q-HYDRATE528	NaturMed, Inc.	77/912,723		Pending
GREEN-VITATE528	NaturMed, Inc.	77/912,718		Pending
QUANTUM HYDRATE	NaturMed, Inc.	77/809,763		Pending
GLUTENZYME	NaturMed, Inc.	77/723,277		Pending