

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------|----------|----------------|-----------------------|
| ISI Brands Inc. | | 04/19/2010 | CORPORATION: MICHIGAN |

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: 19

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------|
| Serial Number: | 77101213 | B-SLIM |
| Serial Number: | 77788149 | BREAKFAST FUEL |
| Serial Number: | 77788118 | BREAKFAST FUEL |
| Serial Number: | 77788135 | CHAMPION FUEL |
| Serial Number: | 77788162 | CHAMPION FUEL |
| Registration Number: | 3581587 | ENDURANCE FUEL |
| Serial Number: | 78116334 | LIFE FUEL |
| Serial Number: | 77777327 | METABOLIFE |
| Serial Number: | 77625611 | NATURE'S GOODNESS |
| Serial Number: | 77956838 | NATUR-PHARMA |
| Serial Number: | 77933569 | OPTI FUEL |
| Registration Number: | 3074261 | PROFUEL |
| Registration Number: | 2264046 | SMART FUEL |

CH \$490.00 77101213

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**TRADEMARK
 REEL: 004197 FRAME: 0484**

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|----------------------|----------|------------------------------|
| Registration Number: | 3456039 | SMARTFUEL |
| Serial Number: | 77911716 | THE DEFINITION OF DEFINITION |
| Serial Number: | 77788129 | THE FUEL OF CHAMPIONS |
| Serial Number: | 77788156 | THE FUEL OF CHAMPIONS |
| Serial Number: | 77788142 | THE ORIGINAL FUEL |
| Serial Number: | 77788167 | THE ORIGINAL FUEL |

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, iplaw@vorys.com, rsdonnell@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: | 5252-371/0769/ISIBRANDS |
| NAME OF SUBMITTER: | Richard S. Donnell |
| Signature: | /richard s donnell/ |
| Date: | 05/03/2010 |

Total Attachments: 5
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**SECOND AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of April 19, 2010 (the "Effective Date"), by and between **ISI BRANDS INC.**, a Michigan corporation, whose principal place of business and mailing address is 3133 Orchard Vista Drive SE, Grand Rapids, Michigan 49546 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation and successor by merger to Fifth Third Bank, a Michigan banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Twinlab Corporation, a Delaware corporation, Idea Sphere Inc., a Michigan corporation, and Lender have entered into the Credit Agreement dated as of January 7, 2008 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor has executed and delivered to Lender the Trademark Security Agreement dated as of January 7, 2008 and recorded with the United States Patent and Trademark Office at Reel/Frame Number: 003775/0032 and Reel/Frame Number: 003950/0872, as amended by the First Amendment to Trademark Security Agreement dated as of March 26, 2009 and recorded with the United States Patent and Trademark Office at Reel/Frame Number: 003959/0689 (as amended, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

C. Debtor and Lender desire to amend the Trademark Security Agreement, as set forth herein.

Statement of Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement (together with any prior supplements thereto). Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the "Trademarks" (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement if not cured after any applicable notice and cure period under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as heretofore amended and as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as heretofore amended and as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

United States Trademarks:

| Mark | Status | Serial No. | Filing Date | Reg. No. | Reg. Date |
|------------------------------|------------|------------|-------------|-----------|------------|
| B-SLIM | Pending | 77/101,213 | 02/07/2007 | | |
| BREAKFAST FUEL | Pending | 77/788,149 | 07/23/2009 | | |
| BREAKFAST FUEL | Pending | 77/788,118 | 07/23/2009 | | |
| CHAMPION FUEL | Pending | 77/788,135 | 07/23/2009 | | |
| CHAMPION FUEL | Pending | 77/788,162 | 07/23/2009 | | |
| ENDURANCE FUEL | Registered | 77/975,974 | 09/17/2007 | 3,581,587 | 02/24/2009 |
| LIFE FUEL | Pending | 78/116,334 | 03/20/2002 | | |
| METABOLIFE | Pending | 77/777,327 | 07/09/2009 | | |
| NATURE'S GOODNESS | Pending | 77/625,611 | 12/03/2008 | | |
| NATUR-PHARMA | Pending | 77/956,838 | 03/11/2010 | | |
| OPTI FUEL | Pending | 77/933,569 | 02/11/2010 | | |
| PROFUEL | Registered | 78/260,767 | 06/10/2003 | 3,074,261 | 03/28/2006 |
| SMART FUEL (and Design) | Registered | 75/319,223 | 07/03/1997 | 2,264,046 | 07/27/1999 |
| SMARTFUEL | Registered | 75/319,222 | 07/03/1997 | 3,456,039 | 07/01/2008 |
| THE DEFINITION OF DEFINITION | Pending | 77/911,716 | 01/14/2010 | | |
| THE FUEL OF CHAMPIONS | Pending | 77/788,129 | 07/23/2009 | | |
| THE FUEL OF CHAMPIONS | Pending | 77/788,156 | 07/23/2009 | | |
| THE ORIGINAL FUEL | Pending | 77/788,142 | 07/23/2009 | | |
| THE ORIGINAL FUEL | Pending | 77/788,167 | 07/23/2009 | | |