

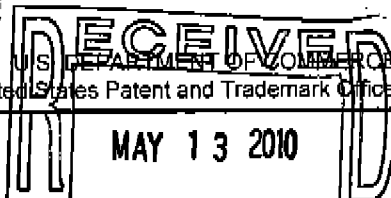
Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28)

05-14-2010



103597218

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



S-13-10

To the Director of the U. S. Patent a

ed documents or the new address(es) below.

1. Name of conveying party(ies):

Good Health Natural Products, Inc., formerly known as Good Health Natural Foods, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) USA (Delaware)

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 29, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: RBC Bank (USA)

Internal

Address: _____

Street Address: 200 Providence Road, Suite 300

City: Charlotte

State: North Carolina

Country: USA

Zip: 28207

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship North Carolina (USA)
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77/542384 and 77/794083

B. Trademark Registration No.(s)

2729656, 2988184, 2982916, 2988183, 2768509, 2848177, 2450380, 3204696, 2252045, 2796316, 3086256,

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

77/542384 - HUMBLE'S, 77/794083 - SOUTH OF FRANCE, 2729656 - BISTRO CHIPS, 2988184 - CARB BE GONE, 2982916 - CARB X, 2988183 - ENERGYWELL NATURAL FOODS, 2768509 - GARDEN STICKS, 2848177 - GATOR BITES, 2450380 - GOOD HEALTH, 3204696 - SOLEA,

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: RBC Bank (USA)

Internal Address: David M. Farls

Street Address: 200 Providence Road, Suite 300

City: Charlotte

State: North Carolina

Zip: 28207

Phone Number: 704-686-1796

Fax Number: 704-686-6003

Email Address: david.farls@rbc.com

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 540

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

05/14/2010 LMUELLER 00000002 77542384
Deposit Account Number _____ 40.00 OP
02 FC:8522
Authorized User Name _____ 500.00 OP

9. Signature:

Martin G. Flyke
Signature
Martin G. Flyke

Name of Person Signing

May 11, 2010
Date

Total number of pages including cover sheet, attachments, and document:

18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

700437724

REEL: 004213 FRAME: 0197

ATTACHMENT TO TRADEMARK
RECORDATION FORM COVER SHEET

Conveying Party: Good Health Natural Products, Inc., formerly known as Good Health Natural Foods, Inc.

Receiving Party: RBC Bank (USA)

The following Trademark Registration Nos. are a continuation of Item 4B of the Cover Sheet:

2673332, 2267911, 2143742, 2903184, 2845195, 3222658, 3222674 and 2917542

The following Descriptions of Trademarks are a continuation of Item 4C of the Cover Sheet:

2252045 – SOUTH OF FRANCE, 2796316 – VEGGIE CRINKLE, 3086256 – VEGGIE PARTY, 2673332 – VEGGIE RINGS, 2267911 – VEGGIE STICKS, 2143742 – VEGGIE STIX, 2903184 – VEGGIE STIX, 2845195 – VEGIMALS, 3222658 – WHY SETTLE FOR THE ORDINARY WHEN YOU CAN EXPERIENCE THE EXTRAORDINARY?, 3222674 - WHY SETTLE FOR THE ORDINARY WHEN YOU CAN EXPERIENCE THE EXTRAORDINARY? and 2917542 – X OUT THE CARBS

SECURITY AGREEMENT

This **SECURITY AGREEMENT** (the "Security Agreement" or "Agreement") is made and entered into as of April 29, 2010, by and between **GOOD HEALTH NATURAL PRODUCTS, INC.**, a Delaware corporation, having its principal office in Greensboro, North Carolina (the "Debtor"), and **RBC BANK (USA)** ("Lender"), a North Carolina banking corporation, having an office in Charlotte, North Carolina.

WITNESSETH:

WHEREAS, the Lender has extended credit to the Debtor under that certain Loan Agreement, dated as of even date herewith, between Debtor and Lender (as amended the "Loan Agreement") and the Debtor wishes to secure all indebtedness, liabilities, and obligations to Lender, whether now existing or later arising (said obligations are hereinafter collectively referred to as "Obligations");

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **Grant of Security Interest.** As collateral security for the payment and satisfaction of all Obligations, Debtor hereby grants to Lender a continuing security interest in and to all of the following property of the Debtor, whether now owned or existing or hereafter acquired or arising:

(A) all accounts, accounts receivable, notes, bills, acceptances, choses in action, chattel paper, instruments, documents, and other forms of obligations and rights to payment of any nature at any time owing to the Debtor, the proceeds thereof including all of the proceeds in Debtor's rights with respect to any of its goods represented thereby, whether or not delivered, or returned by customers and all rights as an unpaid vendor or lienor, including rights of stoppage in transit and of recovering possession by proceedings including replevin and reclamation, together with all customer lists, books and records, ledgers, account cards, and other records including those stored on computer or electronic media, whether now in existence or hereafter created, relating to any of the foregoing (collectively referred to as "Receivables");

(B) all investment property, brokerage accounts, letter of credit rights, letters of credit and other personal property, both now existing or hereafter arising, in which Debtor has property rights and benefits, and any successor account, fund, portfolio, instrument or investment of the above and all proceeds thereof, together with each of the following property and interests in property of the Debtor, whether now existing or hereafter created or arising in such accounts: (i) any money, Securities (certificated or uncertificated), Commodities Contracts, Instruments, Documents, General Intangibles, financial assets or other Investment Property distributed from or held in such accounts, now or in the future; (ii) all books and records relating thereto; (iii) all the proceeds of the sale, exchange, redemption or exercise of any of the foregoing thereof, including, but not limited to, any dividend, stock split, reinvested shares, interest payment or other distribution of cash or property in respect thereof; and (iv) any rights incidental to the ownership of any of the foregoing, such as voting, conversion and registration rights and rights of recovery for violations of applicable securities laws;

(C) all rights of the Debtor, now or hereafter arising, under contracts, leases, agreements, licenses, permits or other instruments now or hereafter existing to perform services, to hold and use land and facilities, to operate its business as now or hereafter conducted and to enforce all rights thereunder (referred to as "Contract Rights");

(D) all inventory of the Debtor wherever located, including without limitation, all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process and finished merchandise, findings or component materials, and all supplies, goods, incidentals, office supplies, packaging materials and any and all items used or consumed in the operation of the business of Debtor or which may contribute to the finished product or to the sale, promotion and shipment thereof, in which Debtor now or at any time hereafter may have an interest, whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of Debtor or is held by Debtor or by others for Debtor's account (collectively referred to hereinafter as "Inventory");

(E) all goods of the Debtor, including all machinery, vehicles, equipment, parts, supplies, apparatus, appliances, patterns, molds, dies, blueprints, fittings, furniture, furnishings, fixtures and articles of tangible personal property of every description now or hereafter owned by the Debtor or in which the Debtor may have or may hereafter acquire any interest, including without limitation those located at, upon or about, or attached to, any of the real estate at which the Debtor conducts business, together with all books and records, abstracts of title, leases and all other contracts and agreements relating thereto or used in connection therewith (collectively referred to as "Equipment").

(F) all general intangibles of the Debtor, now existing or hereafter owned or acquired or arising or in which the Debtor now has or hereafter acquires any rights, including but not limited to, causes of action, corporate or business records, inventions, designs, patents, patent applications, trademarks, trademark registrations and applications therefore, goodwill, trade names, trade secrets, trade processes, copyrights, copyright registrations and applications therefor, licenses, permits, franchises, customer lists, computer programs, all claims under guaranties, tax refund claims, rights and claims against carriers and shippers, leases, claims under insurance policies, all supporting obligations, all rights to indemnification and all other intangible personal property of every kind and nature (collectively referred to as "General Intangibles");

(G) all deposit accounts, monies, residues and property of any kind, now or at any time or times hereafter, maintained with, in the possession or under the control of the Lender or a bailee of Lender;

(H) all supporting obligations relating to, all accessions to, substitutions for and all replacements, products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies insuring the Collateral and condemnation awards relating thereto; and

(I) all books and records (including without limitation, customer data, credit files, computer programs, printouts, and other computer materials and records of the Debtor pertaining to any of the foregoing).

All of the property and interests in property described in subsections (A) through (I) and all other property and interests in personal property which shall, from time to time, secure the Obligations are herein collectively referred to as the "Collateral". All capitalized terms used in this Agreement and not otherwise defined shall have the meaning ascribed to such terms in the Uniform Commercial Code in effect in the State of North Carolina.

2. **Financing Statements.** Debtor hereby authorizes the Lender to file financing statements as prescribed by the Uniform Commercial Code as presently in effect in the State of Delaware, prepared and approved by the Lender in form and number sufficient for filing wherever required with respect to the Collateral, in order that the Lender shall have a duly perfected security interest of record in the Collateral following its filing of such financing statements with the appropriate local and state governmental authorities, and Debtor shall at any time as reasonably required by the Lender execute, authorize or take any other action necessary to allow any additional financing statements, registrations or other documents to be filed to effect the same, together with any necessary continuation statements so long as this Security Agreement remains in effect. Debtor hereby authorizes the Lender to use supergeneric collateral descriptions in connection with any such financing statements.

Upon the occurrence and during the continuance of an Event of Default, the Debtor does hereby irrevocably make, constitute and appoint the Lender and any of its properly designated officers, employees or agents as the true and lawful attorneys of the Debtor with power to sign the name of the Debtor on any registration or other document which, in the Lender's reasonable opinion, must be filed in order to perfect or continue the perfection of the security interests granted in the Collateral and with respect to which the Debtor fails to execute after written request of the Lender. This power, being coupled with an interest, is irrevocable until all Obligations are finally paid in full.

3. **Maintenance of Security Interest: No Removal of Collateral.** Debtor will, from time to time, upon the request of the Lender, deliver specific assignments of Collateral, together with such other instruments and documents, financing statements, amendments thereto, assignments or other writings as the Lender may reasonably request to carry out the terms of this Security Agreement or to protect or enforce the Lender's security interest in the Collateral.

With respect to any and all Collateral to be secured and conveyed under this Security Agreement, Debtor agrees to do and cause to be done all things necessary to perfect and keep in full force the security interest granted in favor of the Lender, including, but not limited to, the prompt payment of all fees and expenses incurred in connection with any filings made to perfect a security interest in the Collateral in favor of the Lender.

Debtor agrees to make appropriate entries upon its books and records disclosing the Lender's security interest in the Collateral.

4. **Collateral.** Debtor covenants with Lender that:

(A) **Inspection.** Except as otherwise provided in the Loan Agreement, Lender (by any of its officers, employees and agents) shall have the right, at any time or times during Debtor's usual business hours and upon reasonable prior notice to Debtor, to inspect the

Collateral, all records related thereto (and to make extracts or copies from such records), and the premises upon which any of the Collateral is located, to discuss Debtor's business with an employee designated by Debtor who is knowledgeable of the financial statements and business of the Debtor, any employee or accountant of Debtor, and upon or after the occurrence and during the continuance of an Event of Default (as defined herein), any other person and to verify the amount, quality, quantity, value and condition of, or any other matter relating to, the Collateral. Upon or after the occurrence and during the continuance of an Event of Default (whether or not any or all the Obligations are due and payable in consequence thereof), Lender may at any time and from time to time employ and maintain on Debtor's premises a custodian selected by Lender who shall have full authority to do all acts necessary to protect Lender's interest. All expenses incurred by Lender by reason of the employment of such custodian shall be paid by Debtor, added to the Obligations and secured by the Collateral.

(B) Payment of Taxes and Assessments. Debtor will promptly pay, when due, all taxes or assessments levied against any of the Collateral; provided, however, the Debtor shall not be required to pay or cause to be paid any such tax or assessment, so long as the validity thereof shall be actively contested in good faith by proper proceedings, any lien arising in connection therewith shall be and remain in all respects inferior to the liens in favor of the Lender and, if requested by the Lender, reserves with respect thereto acceptable to the Lender shall be established and maintained; provided further, that any such tax or assessment shall be paid forthwith upon the commencement of proceedings to foreclose any lien securing the same.

(C) Change of Trade Styles. Debtor shall not change, amend, alter, terminate, or cease using its tradenames or styles under which it sells its services as of the date of this Agreement ("Trade Styles"), or use additional Trade Styles, unless the Lender receives twenty (20) days advance written notice of such change.

(D) Location of Collateral and Debtor's Places of Doing Business. The locations of the Collateral, the location of the Debtor's Chief Executive Office and principal place of business and the location of all other places of business of the Debtor are described on Exhibit A attached to this Agreement.

5. Warranties Regarding Collateral. Debtor warrants and represents that it is and will continue to be the owner of the Collateral (other than Collateral which it is permitted to dispose of pursuant to the Loan Agreement), now owned and upon the acquisition of the same, free and clear of all encumbrances and security interest other than the security interest in favor of Lender hereunder and any other security interest permitted by the Loan Agreement, and that it will defend the Collateral and any products and proceeds thereof against all claims and demands of all persons at any time claiming the same or any interest therein adverse to Lender.

6. Casualty and Liability Insurance Required.

(A) Debtor will keep the Collateral continuously insured against such risks as are customarily insured against by businesses of like size and type engaged in the same or similar operations and as described in the Loan Agreement. Subject to the Loan Agreement, such insurance coverage:

(i) shall be by such insurer (or insurers) as shall be financially responsible, qualified to do business in North Carolina and each other jurisdiction in which the Debtor conducts business and be of recognized standing and reasonably acceptable to Lender;

(ii) shall be in such form and have such provisions (including, without limitation, the loss payable clause, the waiver of subrogation clause, the deductible amount, if any, and the standard mortgagee endorsement clause), as are generally considered standard provisions for the type of insurance involved and are acceptable in all respects to Lender;

(iii) shall prohibit cancellation or substantial modification, termination or lapse in coverage by the insurer without at least 30 days' prior written notice to Lender;

(iv) shall provide that losses thereunder shall be adjusted with the insurer by Debtor at its expense and, if requested by Lender, Lender, on behalf of the insured parties and any decision as to any adjustment shall require the consent of Lender; and

(v) without limiting the generality of the foregoing, all insurance policies carried on the Collateral shall name Debtor and Lender as parties insured thereunder as the respective interests of each such party may appear.

(B) Prior to expiration of any such policy, Debtor shall furnish Lender with evidence reasonably satisfactory to Lender that the policy or certificate has been renewed or replaced or is no longer required by this Security Agreement.

7. Payment and Collections.

(A) After the occurrence and during the continuance of an Event of Default, upon written request from the Lender and in any event within thirty (30) days of such request, Debtor (for itself and any of its affiliates, subsidiaries, shareholders, directors, officers, partners, members, managers, employees, agents or those Persons acting for or in concert with Debtor) shall (i) establish and maintain at Debtor's expense an account (the "Cash Management Account") with Lender to which all monies, checks, notes, drafts or any other form of payment relating to and/or proceeds of the Receivables (the "Collections") shall be deposited for application on account of the Obligations as provided in this Paragraph; and (ii) direct each of its account debtors in writing to remit all payments with respect to Receivables for deposit in the Cash Management Account in such form as Lender may approve. If an Event of Default occurs and is continuing, then at the election of the Lender, the proceeds of all Collections will be applied to the repayment of the Obligations. Debtor shall not be permitted to change the procedures under Lender's Cash Management Account agreement, without the consent of the Lender. If an Event of Default occurs and is continuing, then Debtor further agrees not to change any directive to its account debtors as described in clause (ii) above without the prior written consent of Lender, and in the event Debtor changes any such instructions to its account debtors without Lender's consent, Debtor acknowledges and agrees that such actions would be an express violation of this Agreement, would cause irreparable damage to Lender for which there would be no adequate remedy at law, and agrees and consents to specific performance of the terms and provisions of this Agreement. Upon the beginning of the Cash Management

Account process described herein, Debtor acknowledges and agrees that during the continuance of an Event of Default all Collections to the Cash Management Account shall be swept from the Cash Management Account on a daily basis to the repayment of the Obligations, subject to the final terms of any Cash Management Account agreement, and that all Collections will be deposited to the Cash Management Account within one (1) Business Day (as defined in the Loan Agreement) of receipt by Lender. Debtor further acknowledges that all Collections shall be the sole and exclusive property of Lender, to the extent of the outstanding Obligations, immediately upon the receipt of such items in the Cash Management Account by Lender, by Debtor if received by Debtor (in which event Debtor shall hold all such items in trust for Lender prior to delivery to Lender) or otherwise; provided, however, that no such item received by Lender shall constitute payment to Lender unless such item is actually collected by Lender and subject to "final payment" as described in the North Carolina Uniform Commercial Code. Notwithstanding anything to the contrary in this Agreement, all Collections shall, solely for purposes of determining the occurrence of an Event of Default, be deemed received upon actual receipt by Lender, unless such item is subsequently dishonored for any reason whatsoever.

(B) Debtor appoints Lender and any other person that Lender may from time to time designate as Debtor's attorney with power, at any time after the occurrence and during the continuance of an Event of Default, to (i) endorse Debtor's name on any checks, notes, acceptances, money orders, drafts or other forms of payment or security that may come into Lender's possession; (ii) sign Debtor's name on any invoice or bill of lading relating to any Collateral, on drafts against customers, on schedules and assignments of Receivables, on notices of assignment, financing statements and other public records, on verifications of accounts and on notices to customers; (iii) sign Debtor's name to the proofs of claim against any account debtor on behalf of Debtor; (iv) notify the post office authorities to change the address for delivery of Debtor's mail to an address designated by Lender; (v) receive and open all mail addressed to Debtor; (vi) send requests for verification of Receivables to customers or account debtors; and (vii) do all things reasonably necessary to carry out this Agreement. Neither Lender nor any attorney in fact will be liable for any acts or omissions or for any error of judgment or mistake of fact or law in connection with the activities described in or contemplated by the first sentence of this Paragraph (B), except for such acts or omissions which constitute gross negligence, willful misconduct or bad faith. This power, being coupled with an interest, is irrevocable so long as any Receivables assigned to Lender or in which Lender has a security interest remain unpaid or until the Obligations have been fully satisfied.

(C) After the occurrence and during the continuance of an Event of Default, Debtor irrevocably waives the right to direct the application of any and all payments at any time or times hereafter which may be received by Lender from or for the benefit of Debtor, and Debtor does hereby irrevocably agree that Lender shall have the continuing exclusive right to apply and reapply any and all such payments received at any time or times hereafter in such manner as authorized in this Agreement or in the other Loan Documents.

(D) To the extent that Debtor makes any payment to Lender or Lender enforces its security interests and liens or exercises its right of set-off, and such payment(s) or the proceeds of such enforcement or set-off are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable claim, then to the

extent of such recovery, the liability originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or set-off had not occurred and shall be Obligations secured by the Collateral.

8. **Events of Default.** It is understood and agreed that the occurrence of an "Event of Default" as defined in the Loan Agreement or any other Loan Document (as defined in the Loan Agreement) shall constitute an "Event of Default" hereunder and shall entitle Lender to take such actions as are provided in the Loan Agreement and as elsewhere provided in this Security Agreement.

9. **Rights and Remedies Upon an Event of Default.** Upon the occurrence and during the continuance of an Event of Default, the Lender shall have the following rights and remedies, all of which may be exercised with or without notice to Debtor:

(A) To exercise all rights and remedies provided to Lender under the Loan Agreement upon the occurrence of an "Event of Default" under the Loan Agreement, including the right to declare all the Obligations, and have the same become, immediately due and payable as provided in the Loan Agreement and the other Loan Documents;

(B) All of the rights and remedies of a secured party under the Uniform Commercial Code of the state where such rights and remedies are asserted, or under other applicable law, all of which rights and remedies shall be cumulative, and none of which shall be exclusive of any other rights and remedies contained in this Security Agreement, the Loan Agreement, or any other Loan Documents;

(C) The right to foreclose the liens and security interests created under this Security Agreement by any available judicial procedure or, to the extent permitted by law, without judicial process; and

(D) The right to pursue any other remedies at law or equity which the Lender deems appropriate.

10. **Rights and Remedies Cumulative; Non-Waiver; Etc.** The enumeration of Lender's rights and remedies set forth in this Security Agreement is not intended to be exhaustive and the exercise by Lender of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder, or under any other agreement between Debtor or Lender or which may now or hereafter exist in law or in equity or by suit or otherwise. No delay or failure to take action on the part of Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege or shall be construed to be a waiver of any Event of Default.

11. **Supplemental Documentation.** At Lender's request, Debtor shall execute and deliver to Lender, at any time or times hereafter, all documents, instruments and other written matter that Lender may reasonably request to perfect and maintain perfected Lender's security interest in the Collateral in form and substance reasonably acceptable to Lender, and pay all

charges, expenses and fees Lender may reasonably incur in filing any of such documents, and all taxes relating thereto.

12. Definitions and Applicable Law. All terms used herein shall be defined in accordance with the appropriate definitions given in this Security Agreement, provided if no definition is given herein, then as defined in the Loan Agreement, provided if not defined in the Loan Agreement, then as defined by the Uniform Commercial Code as in force in the State of North Carolina, and such definitions are hereby incorporated herein by reference and made a part hereof. This Security Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of North Carolina, including without limitation the Uniform Commercial Code of the State of North Carolina.

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed by authority duly given as of the day and year first above written.

**GOOD HEALTH NATURAL PRODUCTS,
INC.**, a Delaware corporation

By: Mark Gillis
Name: Mark Gillis
Title: CEO

Witness:

Sara York
Print Name: Sara York

EXHIBIT A
TO
SECURITY AGREEMENT
FROM DEBTOR IN FAVOR OF
RBC BANK (USA)

Additional Representations of Debtor

1. The exact legal name of the Debtor is: **GOOD HEALTH NATURAL PRODUCTS, INC.**, a Delaware corporation
2. The Debtor's Federal Employer Identification Number is: 77-0642209
3. If the Debtor has changed its name since it was formed, its past legal names and last dates such names were used are as follows:

See Addendum "A"
4. The Debtor uses in its business and has rights to use the following trade names:

Good Health Natural Foods, Good Health Natural Products, South of France and Solea
5. The Debtor was organized under the laws of the State of Delaware and is in good standing under those laws.
6. The Debtor is qualified to transact business in the following states:

North Carolina, California, Illinois, New Hampshire, Pennsylvania, Texas, Washington, New York
7. The Debtor has its chief executive office and its principal place of business at 3400 W. Wendover Avenue, Suite E, Greensboro, NC 27429. Debtor maintains all of its records with respect to its Receivables at that address.
8. The Debtor also has places of business at:

8765 Aero Drive, Suite 221, San Diego, CA 92123
9. No inventory, equipment or fixtures owned by the Debtor are located at any other place, nor were they located at any other place within the past four months, except as follows:

See Addendum "B"
10. In the past five years the Debtor has never maintained its chief executive office or principal place of business or records with respect to Receivables, nor owned personal property, at any locations except those set forth above and except as follows:

81 Scudder Ave.
Northport NY 11786

11. The following entities (a) have been merged into the Debtor, (b) have sold substantially all of their assets to the Debtor or (c) have sold assets to the Debtor outside the ordinary course of their business since the Debtor was incorporated:

EnergyWell Natural Foods, LLC, a California limited liability company
South of France LLC, a New York limited liability company
Good Health Natural Foods, Inc., a California corporation

12. The Debtor is not the owner or licensee of any registered patents, trademarks or copyrights except as follows:

See attached Addendum "C"

13. The Debtor does not have any subsidiaries, or own stock in any other corporations, or own an interest in any partnerships, limited liability companies, or joint ventures, except as follows:

None.

Addendum "A"Additional names under which the Company has transacted business

Good Health Operating Corporation (name changed to Good Health Natural Foods, Inc. in connection with the December 20, 2005 mergers)

Good Health Natural Foods, Inc. (a Delaware corporation) (name changed to Good Health Natural Products, Inc. in connection with the December 20, 2005 merger)

South of France LLC (previously a wholly-owned subsidiary that was merged out of existence on December 20, 2005)

Good Health Natural Foods, Inc. (a California corporation and previously a wholly-owned subsidiary that was merged out of existence on December 20, 2005)

EnergyWell Natural Foods, LLC (previously a wholly-owned subsidiary that was merged out of existence on December 20, 2005)

Addendum "B"Property LocationsPersonal Property Locations:Property

Corporate Office: Greensboro
3400 W. Wendover Avenue, Suite E
Greensboro, NC. 27429

Equipment/
Finished Goods/
Raw Materials

Corporate Office: San Diego
8765 Aero Drive, Suite 221
San Diego, CA. 92123

Equipment/
Finished Goods/
Raw Materials

Kane is Able
6 Kane Lane
Taylor, PA 18501

Finished Goods/
Raw Materials

Source Logistics
812 Union St.
Montebello, CA 90640

Finished Goods/
Raw Materials

Seneca Snack Foods
3736 South Main Street
Marion NY 14505

Finished Goods/
Raw Materials

Bickels Snack Foods
112 Zinns Quarry Road
Pittsburgh PA 15264-4075

Raw Materials

Dieffenbach's Potato Chips
51 Host Road
Womelsdorf PA 19567

Raw Materials

Ideal Snacks
89 Mill Street
Liberty, NY 12754

Raw Materials

Martin's Potato Chips, Inc.
5847 Lincoln Highway, West
Thomasville PA 17364

Raw Materials


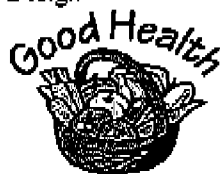
Anderson Bakery
2060 Old Philadelphia Pike
Lancaster, PA 17602-3497

Raw Materials

Signature Flexible Packaging, Inc.
5519 Jillson Street
City of Commerce, CA 90040

Raw Materials

Addendum "C"Intellectual Property

Mark	Country	Owner	Reg. No. App. No.	Reg. Date App. Date	Status
BISTRO CHIPS	U.S.	Good Health Natural Products, Inc.	2729656	6/24/2003	Registered
CARB BE GONE	U.S.	Good Health Natural Products, Inc.	2988184	8/23/2005	Registered
CARB X	U.S.	Good Health Natural Foods, Inc.	2982916	8/9/2005	Registered
ENERGYWELL NATURAL FOODS	U.S.	Good Health Natural Foods, Inc.	2988183	8/23/2005	Registered
GARDEN CRISPS GARDEN CHIPS GARDEN STIX (series trademark)	United Kingdom	Good Health Natural Foods, Inc.	2292301	6/13/2003	Registered
GARDEN STICKS	U.S.	Good Health Natural Foods, Inc.	2768509	9/30/2003	Registered
GATOR BITES	U.S.	Good Health Natural Products, Inc.	2848177	6/1/2004	Registered
GOOD HEALTH	U.S.	Good Health Natural Products, Inc.	2450380	5/15/2001	Registered
GOOD HEALTH Design 	and Canada	Good Health Natural Foods, Inc.	705447	1/23/2008	Registered
GOOD HEALTH Design 	and Japan	Good Health Natural Foods, Inc.	4971786	7/21/2006	Registered
HUMBLES	U.S.	Good Health Natural Products, Inc.	(77/542384)	(8/8/2008)	Pending
SOLEA	U.S.	Good Health Natural Products, Inc.	3204696	1/30/2007	Registered
SOLEA	United Kingdom	Good Health Natural Foods,	2292300	9/6/2002	Registered

Mark	Country	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status
SOLEA (with katakana) ソリア SOLEA	Japan	Good Health Natural Foods, Inc.	4971785	7/21/2006	Registered
SOUTH OF FRANCE	U.S.	Good Health Natural Products, Inc.	2252045	6/8/1999	Registered
SOUTH OF FRANCE	U.S.	Good Health Natural Products, Inc.	(77/794083)	(7/31/2009)	Pending
SOUTH OF FRANCE	Canada	Good Health Natural Foods, Inc.	696869	9/19/2007	Registered
VEGGIE CRINKLE	U.S.	Good Health Natural Products, Inc.	2796316	12/16/2003	Registered
VEGGIE PARTY	U.S.	Good Health Natural Products, Inc.	3086256	4/25/2006	Registered
VEGGIE RINGS	U.S.	Good Health Natural Foods, Inc.	2673332	1/7/2003	Registered; Mark will be cancelled – Section 8 & 15 Declaration not filed before expiration of grace period (7/7/2009) unless filed on paper
VEGGIE STICKS	U.S.	Good Health Natural Foods, Inc.	2267911	8/3/1999	Registered; Renewal due 8/3/2009
VEGGIE STIX	U.S.	Good Health Natural Products, Inc.	2143742	3/10/1998	Registered
VEGGIE STIX	U.S.	Good Health Natural Products, Inc.	2903184	11/16/2004	Registered
VEGIMALS	U.S.	Good Health Natural Products, Inc.	2845195	5/25/2004	Registered
WHY SETTLE FOR THE ORDINARY WHEN YOU CAN EXPERIENCE THE EXTRAORDINARY?	U.S.	Good Health Natural Products, Inc.	3222658	3/27/2007	Registered
WHY SETTLE FOR THE ORDINARY WHEN YOU CAN EXPERIENCE THE EXTRAORDINARY?	U.S.	Good Health Natural Products, Inc.	3222674	3/27/2007	Registered
X OUT THE CARBS	U.S.	Good Health	2917542	1/11/2005	Registered

Mark	Country	Owner	Reg. No. App. No.	Reg. Date App. Date	Status
		Natural Foods, Inc.			