

# TRADEMARK ASSIGNMENT

Electronic 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
ISAGENIX WORLDWIDE, LLC		10/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
ISAGENIX INTERNATIONAL, LLC		10/01/2010	LIMITED LIABILITY COMPANY: ARIZONA
ISAGENIX PUERTO RICO, INC.		10/01/2010	CORPORATION: ARIZONA
ISAGENIX INTERNATIONAL PRODUCTS EXPORT, INC.		10/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NA		
Street Address:	100 W. Washington		
Internal Address:	25th Floor		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85003		
Entity Type:	NATIONAL ASSOCIATION:		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	3656307	A	
Registration Number:	3708543	CLEANSE FOR LIFE	
Registration Number:	3173979	C-LYTE	
Registration Number:	3520509	HAPPY CHOCOLATES THAT SATISFY	
Registration Number:	2858499	HAVE YOUR CAKE & EAT IT TOO	
Registration Number:	3039625	IONIX	
Serial Number:	77264093	ISABALANCE	
Serial Number:	77346410	ISABIZ	
Registration Number:	3847264	ISABLENDER	

CH \$1040.00 3656307

900173188

TRADEMARK  
 REEL: 004290 FRAME: 0380

Registration Number:	3710161	ISABODY CHALLENGE
Registration Number:	3430011	ISACALCIUM
Registration Number:	3501876	ISACLEANSE
Registration Number:	3480472	ISACRUNCH
Registration Number:	3472122	ISACRUNCH
Registration Number:	3520510	ISADELIGHT
Registration Number:	3512555	ISADERMIX
Registration Number:	3796592	ISADIARY
Serial Number:	77346407	ISADREAM
Serial Number:	77264123	ISAENERGY
Registration Number:	3282135	ISAFLUSH
Registration Number:	3203718	ISAFRUIT
Registration Number:	2198293	ISAGENIX
Registration Number:	3244348	ISAGENIX
Registration Number:	3203741	ISAGENIX
Registration Number:	3227447	ISAGENIX INTERNATIONAL
Serial Number:	77434411	ISAHOPE
Registration Number:	3203719	ISAKIDS
Registration Number:	3203762	ISALEAN
Registration Number:	3224565	ISALYTE
Registration Number:	3751227	ISAMENTOR
Registration Number:	3109846	ISAMUNE
Registration Number:	3339556	ISANUTRITIONALS
Registration Number:	3621838	ISAOMEGA SUPREME
Registration Number:	2870178	ISAPRO
Registration Number:	3524741	ISAWALLET
Registration Number:	3841115	ISAWATER
Registration Number:	3227463	ISAWEALTH
Registration Number:	3089206	SALAD BAR
Registration Number:	2926600	SLIMCAKES
Registration Number:	3171446	WANT MORE ENERGY?
Registration Number:	3776426	WORLD LEADER IN NUTRITIONAL CLEANSING

CORRESPONDENCE DATA

Fax Number: (602)229-5690

**TRADEMARK**  
**REEL: 004290 FRAME: 0381**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 602-229-5228  
Email: noehler@quarles.com  
Correspondent Name: Heather L. Buchta  
Address Line 1: Two North Central Avenue  
Address Line 2: One Renaissance Square  
Address Line 4: Phoenix, ARIZONA 85004-2391

ATTORNEY DOCKET NUMBER:	943000.00594
NAME OF SUBMITTER:	Heather L. Buchta
Signature:	/Heather L. Buchta/
Date:	10/05/2010

**Total Attachments: 41**

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## **EXHIBIT D**

### **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of October 1, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Isagenix Worldwide LLC, a Delaware limited liability company, Isagenix International, LLC, an Arizona limited liability company (each individually and collectively, the "Borrower"), and Bank, Bank has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Bank, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any

Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions,

joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. **GOVERNING LAW.** This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles. Any legal action or proceeding with respect to this Copyright Security Agreement shall be brought in the courts of the State of Arizona or the United States of America in Maricopa County, Arizona, and, by execution and deliver of this Trademark Security Agreement, each Grantor and Bank hereby (a) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and (b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to pledge or claim the same. Each Grantor and Bank irrevocable consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, to the address of Bank and each Grantor set forth in the Security Agreement, such service to become effective five (5) days after such mailing.

9. **WAVIER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR AND BANK HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM. EACH OF THE PARTIES HERETO REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL ON SUCH MATTERS. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BANK AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. BANK AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

ISAGENIX WORLDWIDE LLC,  
a Delaware limited liability company

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

ISAGENIX INTERNATIONAL, LLC,  
an Arizona limited liability company

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

ISAGENIX PUERTO RICO, INC.,  
an Arizona corporation

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

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

ISAGENIX WORLDWIDE LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Kevin Adams  
Title: Chief Operating Officer

ISAGENIX INTERNATIONAL, LLC,  
an Arizona limited liability company


By: \_\_\_\_\_  
Name: Kevin Adams  
Title: Chief Operating Officer

ISAGENIX PUERTO RICO, INC.,  
an Arizona corporation

By: \_\_\_\_\_  
Name: Kevin Adams  
Title: Chief Operating Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By:  \_\_\_\_\_  
Name: Douglas Jorgensen  
Title: Vice President

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

## Trademark Registrations/Applications:

Owner	Trademark	Country	Application No.	Registration No	Status
Worldwide	A stylized	United States of America	77035699	3656307	Registered
Worldwide	CLEANSE FOR LIFE	United States of America	77718802	3708543	Registered
Worldwide	C-LYTE	United States of America	78784231	3173979	Registered
Worldwide	FIBERPRO (AI SHEN JIAN LI YI SHENG SHU CHANG SU IN CHINESE CHARACTERS) (SERIES OF 2)	Hong Kong	301263311	301263311	Registered
Worldwide	Great Isadermix in Chinese Characters	Taiwan	98014270	1388979	Registered
Worldwide	HAPPY CHOCOLATES THAT SATISFY	United States of America	77452683	3520509	Registered
Worldwide	HAVE YOUR CAKE & EAT IT TOO	United States of America	76420065	2858499	Registered
Worldwide	IONIX	Australia	1109431	1109431	Registered
Worldwide	IONIX	Canada	1296731	688448	Registered
Worldwide	IONIX	CTM	5058532	5058532	Registered
Worldwide	IONIX	Hong Kong	300625545	300625545	Registered
Worldwide	IONIX	India	1446425		Pending
Worldwide	IONIX	Japan	2006-034376	5021160	Registered
Worldwide	IONIX	Korea - Republic of (South)	2006-19789	40-0692250	Registered
Worldwide	IONIX	New Zealand	746495	746495	Registered
Worldwide	IONIX	Russian Federation	2006709215		Refused
Worldwide	IONIX	Singapore	T0606890F	T0606890F	Registered
Worldwide	IONIX	Thailand	624964	KOR257308	Registered
Worldwide	IONIX	United States of America	76621172	3039625	Registered
Worldwide	IONIX	Brazil	828300526		Pending
Worldwide	IONIX	China	5316447	5316447	Registered
Worldwide	IONIX	Mexico	781391	937697	Registered
Worldwide	IONIX	Malaysia	6005893	6005893	Registered

Owner	Trademark	Country	Application No.	Registration No	Status
Worldwide	IONIX in Chinese characters	Taiwan	96003197	1286983	Registered
Worldwide	ISABALANCE	United States of America	77264093		Pending
Worldwide	ISABIZ	Australia	1215858	1215858	Registered
Worldwide	ISABIZ	Brazil	829466860	829466860	Registered
Worldwide	ISABIZ	Canada	1376569		Pending
Worldwide	ISABIZ	China	6446616	6446616	Registered
Worldwide	ISABIZ	CTM	6577068	6577068	Registered
Worldwide	ISABIZ	Hong Kong	301018395	301018395	Registered
Worldwide	ISABIZ	India	1632557		Pending
Worldwide	ISABIZ	Korea - Republic of (South)	41-2007-33212	178046	Registered
Worldwide	ISABIZ	Malaysia	7025343	7025343	Registered
Worldwide	ISABIZ	Mexico	908225	1025493	Registered
Worldwide	ISABIZ	New Zealand	782085	782085	Registered
Worldwide	ISABIZ	Philippines	4-2007-014077	4-2007-014077	Registered
Worldwide	ISABIZ	Russian Federation	2007739711	372976	Registered
Worldwide	ISABIZ	Singapore	T0723694B	T0723694B	Registered
Worldwide	ISABIZ	Taiwan	96059408	1331720	Registered
Worldwide	ISABIZ	Thailand	682616	BOR42004	Registered
Worldwide	ISABIZ	United States of America	77346410		Pending
Worldwide	ISABLENDER	United States of America	77829522	3847264	Registered
Worldwide	ISABODY CHALLENGE	Australia	1231415	1231415	Registered
Worldwide	ISABODY CHALLENGE	Brazil	829630503	829630503	Registered

Owner	Trademark	Country	Application No.	Registration No	Status
Worldwide	ISABODY CHALLENGE	Canada	1388787		Pending
Worldwide	ISABODY CHALLENGE	China	6620326		Refused
Worldwide	ISABODY CHALLENGE	CTM	6777478	6777478	Registered
Worldwide	ISABODY CHALLENGE	Hong Kong	301081089	301081089	Registered
Worldwide	ISABODY CHALLENGE	India	1669303		Pending
Worldwide	ISABODY CHALLENGE	Japan	2008-022448	5228443	Registered
Worldwide	ISABODY CHALLENGE	Korea - Republic of (South)	41-2008-8154	188059	Registered
Worldwide	ISABODY CHALLENGE	Malaysia	8005912	8005912	Registered
Worldwide	ISABODY CHALLENGE	Mexico	928683	1046633	Registered
Worldwide	ISABODY CHALLENGE	New Zealand	786763	786763	Registered
Worldwide	ISABODY CHALLENGE	Philippines	4-2008-003663	4-2008-003663	Registered
Worldwide	ISABODY CHALLENGE	Russian Federation	SEE GRN: 2421710	SEE GRN: 2421710	Instructed
Worldwide	ISABODY CHALLENGE	Singapore	T0804034J	T0804034J	Registered
Worldwide	ISABODY CHALLENGE	Taiwan	97013597	1366802	Registered
Worldwide	ISABODY CHALLENGE	United States of America	77580809	3710161	Registered
Worldwide	ISABODY CHALLENGE	Thailand	691633	BOR43543	Registered
Worldwide	ISACLEANSE	Australia	1109663	1109663	Registered
Worldwide	ISACLEANSE	Brazil	828300593		Pending
Worldwide	ISACLEANSE	Canada	1296732	684478	Registered
Worldwide	ISACLEANSE	CTM	5067137	5067137	Registered
Worldwide	ISACLEANSE	Hong Kong	300625554	300625554	Registered
Worldwide	ISACLEANSE	India	1446426	1446426	Registered
Worldwide	ISACLEANSE	Japan	2006-036464	5037411	Registered
Worldwide	ISACLEANSE	Korea - Republic of (South)	2006-20750	40-0692252	Registered
Worldwide	ISACLEANSE	Malaysia	6006473		Pending
Worldwide	ISACLEANSE	Mexico	781392	953305	Registered
Worldwide	ISACLEANSE	New Zealand	746665	746665	Registered

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Owner	Trademark	Country	Application No.	Registration No	Status
Worldwide	ISACLEANSE	Russian Federation	2006710087	328213	Registered
Worldwide	ISACLEANSE	Singapore	T06/07282B	T06/07282B	Registered
Worldwide	ISACLEANSE	Thailand	624967	KOR257305	Registered
Worldwide	ISACLEANSE	China	5316312	5316312	Registered
Worldwide	ISACLEANSE	Taiwan	95019780	1238697	Registered
Worldwide	ISACLEANSE	United States of America	78863621	3501876	Registered
Worldwide	ISACLEANSE Logo	China	8230866		Pending
Worldwide	ISACOMFORT	Canada	1485330		Pending
Worldwide	ISACRUNCH	United States of America	77367913	3480472	Registered
Worldwide	ISACRUNCH	United States of America	77369577	3472122	Registered
Worldwide	ISADELIGHT	United States of America	77453091	3520510	Registered
Worldwide	ISADERMIX	Australia	1111741	1111741	Registered
Worldwide	ISADERMIX	Brazil	828300542		Pending
Worldwide	ISADERMIX	Canada	1296733	719827	Registered
Worldwide	ISADERMIX	CTM	5058573	5058573	Registered
Worldwide	ISADERMIX	Hong Kong	300625563	300625563	Registered
Worldwide	ISADERMIX	India	1446423		Pending
Worldwide	ISADERMIX	Japan	2006-036081	5066378	Registered
Worldwide	ISADERMIX	Korea - Republic of (South)	2006-0019790	40-0707378	Registered
Worldwide	ISADERMIX	Malaysia	6005894	6005894	Registered
Worldwide	ISADERMIX	Mexico	781389	947883	Registered
Worldwide	ISADERMIX	New Zealand	746498	746498	Registered
Worldwide	ISADERMIX	Russian Federation	2006709214	329613	Registered
Worldwide	ISADERMIX	Singapore	T07/11488Z	T07/11488Z	Registered
Worldwide	ISADERMIX	Thailand	624965	KOR257309	Registered
Worldwide	ISADERMIX	China	5316306	5316306	Registered
Worldwide	ISADERMIX	Taiwan	95018966	1238509	Registered
Worldwide	ISADERMIX	United States of America	78785109	3512555	Registered
Worldwide	ISADIARY	Hong Kong	301246707	301246707	Registered

Owner	Trademark	Country	Application No.	Registration No	Status
Worldwide	ISADIARY	Canada	1419635	759997	Registered
Worldwide	ISADIARY	China	7081228		Pending
Worldwide	ISADIARY	Japan	2008-095300	5267198	Registered
Worldwide	ISADIARY	Mexico	977222	1079040	Registered
Worldwide	ISADIARY	New Zealand	799557	799557	Registered
Worldwide	ISADIARY	Singapore	T0816469D	T0816469D	Registered
Worldwide	ISADIARY	Singapore	T0903118C	T0903118C	Registered
Worldwide	ISADREAM	United States of America	77346407		Pending
Worldwide	ISAENERGY	United States of America	77264123		Pending
Worldwide	ISAFLUSH	United States of America	77042317	3282135	Registered
Worldwide	ISAFRUIT	United States of America	78784244	3203718	Registered
Worldwide	ISAGENIX	Australia	1109432	1109432	Registered
Worldwide	ISAGENIX	Brazil	828300550		Pending
Worldwide	ISAGENIX	Brazil	828300569		Pending
Worldwide	ISAGENIX	Brazil	828300577		Pending
Worldwide	ISAGENIX	Canada	1296730	685093	Registered
Worldwide	ISAGENIX	CTM	5058565	5058565	Registered
Worldwide	ISAGENIX	India	1446422		Pending
Worldwide	ISAGENIX	Korea - Republic of (South)	45-2006-0001349	45-0020253	Registered
Worldwide	ISAGENIX	Malaysia	6005889	6005889	Registered
Worldwide	ISAGENIX	Malaysia	6005891	6005891	Registered
Worldwide	ISAGENIX	Malaysia	6005895	6005895	Registered
Worldwide	ISAGENIX	Mexico	781382	947880	Registered
Worldwide	ISAGENIX	Mexico	781383	936566	Registered
Worldwide	ISAGENIX	Mexico	781384	987801	Registered
Worldwide	ISAGENIX	New Zealand	746496	746496	Registered
Worldwide	ISAGENIX	Russian Federation	2006709565	328211	Registered
Worldwide	ISAGENIX	Russian Federation	2006709701	328212	Registered
Worldwide	ISAGENIX	Singapore	T06/07149D	T06/07149D	Registered
Worldwide	ISAGENIX	Singapore	T06/07151F	T06/07151F	Registered

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Owner	Trademark	Country	Application No.	Registration No	Status
Worldwide	ISAGENIX	Singapore	T0607152D	T0607152D	Registered
Worldwide	ISAGENIX	Thailand	624961	KOR270527	Registered
Worldwide	ISAGENIX	Thailand	624962	KOR270528	Registered
Worldwide	ISAGENIX	Thailand	624963	BOR34302	Registered
Worldwide	ISAGENIX	United States of America	75360925	2198293	Registered
Worldwide	ISAGENIX	China	5316308	5316308	Registered
Worldwide	ISAGENIX	China	5316309	5316309	Registered
Worldwide	ISAGENIX	China	5316448		Refused
Worldwide	ISAGENIX	Hong Kong	300625581	300625581	Registered
Worldwide	ISAGENIX	Japan	2006-036082	5035835	Registered
Worldwide	ISAGENIX	Taiwan	95018964	1249948	Registered
Worldwide	ISAGENIX	United States of America	78859093	3244348	Registered
Worldwide	ISAGENIX (Chinese Characters)	China	5619071	5619071	Registered
Worldwide	ISAGENIX (Chinese Characters)	China	5619072		Pending
Worldwide	ISAGENIX (Chinese Characters)	China	5619073	5619073	Registered
Worldwide	ISAGENIX (Chinese characters)	Taiwan	95051106	1267945	Registered
Worldwide	ISAGENIX (Chinese characters) (series of 2 marks)	Hong Kong	300721818	300721818	Registered
Worldwide	ISAGENIX (in Katakana)	Japan	2008-099480	5261352	Registered
Worldwide	ISAGENIX (logo)	Australia	1109433	1109433	Registered
Worldwide	ISAGENIX (logo)	CTM	5058706	5058706	Registered
Worldwide	ISAGENIX (logo)	India	1446421		Pending
Worldwide	ISAGENIX (logo)	Korea - Republic of (South)	2006-0001348	45-0019705	Registered
Worldwide	ISAGENIX (logo)	Korea - Republic of (South)	45-2007-5749	24790	Registered
Worldwide	ISAGENIX (logo)	Malaysia	6005887	6005887	Registered
Worldwide	ISAGENIX (logo)	Malaysia	6005890	6005890	Registered
Worldwide	ISAGENIX (logo)	Mexico	781374	947879	Registered
Worldwide	ISAGENIX (logo)	Mexico	781380	987800	Registered

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Owner	Trademark	Country	Application No.	Registration No	Status
Worldwide	ISAGENIX (logo)	Mexico	800102	964594	Registered
Worldwide	ISAGENIX (logo)	New Zealand	746497	746497	Registered
Worldwide	ISAGENIX (logo)	New Zealand	782162	782162	Registered
Worldwide	ISAGENIX (logo)	Philippines	4-2008-000067	4-2008-000067	Registered
Worldwide	ISAGENIX (logo)	Singapore	T06/07144C	T06/07144C	Registered
Worldwide	ISAGENIX (logo)	Singapore	T06/07145A	T06/07145A	Registered
Worldwide	ISAGENIX (logo)	Singapore	T0724067B	T0724067B	Registered
Worldwide	ISAGENIX (logo)	Singapore	T0607146Z	T0607146Z	Registered
Worldwide	ISAGENIX (logo)	Thailand	624959	KOR273289	Registered
Worldwide	ISAGENIX (logo)	Thailand	682970	BOR41548	Registered
Worldwide	ISAGENIX (logo)	Brazil	829466835		Pending
Worldwide	ISAGENIX (logo)	Brazil	829466843		Pending
Worldwide	ISAGENIX (logo)	Brazil	829466851		Pending
Worldwide	ISAGENIX (logo)	Canada	1377080	736950	Registered
Worldwide	ISAGENIX (logo)	China	6453389	6453389	Registered
Worldwide	ISAGENIX (logo)	China	6453390	6453390	Registered
Worldwide	ISAGENIX (logo)	China	6453391		Pending
Worldwide	ISAGENIX (logo)	CTM	6604201	6604201	Registered
Worldwide	ISAGENIX (logo)	Hong Kong	300625572	300625572	Registered
Worldwide	ISAGENIX (logo)	Hong Kong	301022057	301022057	Registered
Worldwide	ISAGENIX (logo)	Japan	2006-036079	4998903	Registered
Worldwide	ISAGENIX (logo)	Japan	2007-126660	5138571	Registered
Worldwide	ISAGENIX (logo)	Malaysia	6005888	6005888	Registered
Worldwide	ISAGENIX (logo)	Mexico	908226	1037695	Registered
Worldwide	ISAGENIX (logo)	Mexico	908227	1058078	Registered
Worldwide	ISAGENIX (logo)	Mexico	908228	1035447	Registered
Worldwide	ISAGENIX (logo)	Russian Federation	2006709566	328475	Registered
Worldwide	ISAGENIX (logo)	Russian Federation	2006709702	328476	Registered



Owner	Trademark	Country	Application No.	Registration No	Status
Worldwide	ISAGENIX (logo)	Taiwan	96060335	1336353	Registered
Worldwide	ISAGENIX (logo)	Taiwan	95015963	1249947	Registered
Worldwide	ISAGENIX (logo)	Thailand	682969	KOR298325	Registered
Worldwide	ISAGENIX (logo)	Thailand	624960	BOR35009	Registered
Worldwide	ISAGENIX (logo)	Thailand	624958	KOR281213	Registered
Worldwide	ISAGENIX (logo)	United States of America	78803618	3203741	Registered
Worldwide	ISAGENIX (logo)	United States of America	78859137	3227447	Registered
Worldwide	ISAGENIX (Logo-)	Canada	1296729	690011	Registered
Worldwide	ISAGENIX INTERNATIONAL (logo)	Brazil	828300500		Pending
Worldwide	ISAGENIX INTERNATIONAL (logo)	Brazil	828300518		Pending
Worldwide	ISAGENIX INTERNATIONAL (logo)	Brazil	828300496		Pending
Worldwide	ISAGENIX INTERNATIONAL (logo)	China	5316304		Refused
Worldwide	ISAGENIX INTERNATIONAL (logo)	China	5316446	5316446	Registered
Worldwide	ISAGENIX INTERNATIONAL (logo)	China	5316305	5316305	Registered
Worldwide	ISAHOPE	United States of America	77434411		Pending
Worldwide	ISALEAN	United States of America	78812409	3203762	Registered
Worldwide	ISALYTE	Brazil	828300534		Pending
Worldwide	ISALYTE	Canada	1296736	684992	Registered
Worldwide	ISALYTE	Hong Kong	300625590	300625590	Registered
Worldwide	ISALYTE	India	1446424		Pending
Worldwide	ISALYTE	Japan	2006-036080	5033044	Registered
Worldwide	ISALYTE	Korea - Republic of (South)	2006-19791	40-0692251	Registered
Worldwide	ISALYTE	Malaysia	6005892	6005892	Registered
Worldwide	ISALYTE	Mexico	781390	947884	Registered
Worldwide	ISALYTE	New Zealand	746499	746499	Registered
Worldwide	ISALYTE	Singapore	T0606889B	T0606889B	Registered
Worldwide	ISALYTE	Thailand	624966	KOR257577	Registered

Owner	Trademark	Country	Application No.	Registration No	Status
Worldwide	ISALYTE	China	5316307	5316307	Registered
Worldwide	ISALYTE	Taiwan	95018965	1240940	Registered
Worldwide	ISALYTE	United States of America	78803591	3224565	Registered
Worldwide	ISAMENTOR	United States of America	77628281	3751227	Registered
Worldwide	ISAMUNE	United States of America	76620999	3109846	Registered
Worldwide	ISAMUNE	Hong Kong	301263357	301263357	Registered
Worldwide	ISAMUNE (AI SHEN MIU KOU PEN IN CHINESE CHARACTERS) (SERIES OF 2)	Hong Kong	301263348	301263348	Registered
Worldwide	ISANUTRITIONALS	Australia	1109662	1109662	Registered
Worldwide	ISANUTRITIONALS	Brazil	828300585		Pending
Worldwide	ISANUTRITIONALS	Brazil	828300615		Pending
Worldwide	ISANUTRITIONALS	Canada	1297336	685091	Registered
Worldwide	ISANUTRITIONALS	CTM	5065248	5065248	Registered
Worldwide	ISANUTRITIONALS	Hong Kong	300625608	300625608	Registered
Worldwide	ISANUTRITIONALS	India	1446428		Pending
Worldwide	ISANUTRITIONALS	India	1446429	1446429	Registered
Worldwide	ISANUTRITIONALS	Japan	2006-036466	5033045	Registered
Worldwide	ISANUTRITIONALS	Korea - Republic of (South)	2006-0001398	45-0019706	Registered
Worldwide	ISANUTRITIONALS	Malaysia	6006475		Pending
Worldwide	ISANUTRITIONALS	Malaysia	6006476	6006476	Registered
Worldwide	ISANUTRITIONALS	Mexico	781387	947881	Registered
Worldwide	ISANUTRITIONALS	Mexico	781388	947882	Registered
Worldwide	ISANUTRITIONALS	New Zealand	746667	746667	Registered
Worldwide	ISANUTRITIONALS	Russian Federation	2006710089	329615	Registered
Worldwide	ISANUTRITIONALS	Singapore	T06/07286E	T06/07286E	Registered
Worldwide	ISANUTRITIONALS	Singapore	T0607284I	T0607284I	Registered
Worldwide	ISANUTRITIONALS	Thailand	624969	KOR275656	Registered
Worldwide	ISANUTRITIONALS	Thailand	624970	BOR35014	Registered
Worldwide	ISANUTRITIONALS	United States of America	78863639	3339556	Registered
Worldwide	ISANUTRITIONALS	China	5316310	5316310	Registered

Owner	Trademark	Country	Application No.	Registration No	Status
Worldwide	ISANUTRITIONALS	China	5316311	5316311	Registered
Worldwide	ISANUTRITIONALS	Taiwan	95019778	1242905	Registered
Worldwide	ISAOMEGA SUPREME	Australia	1299423	1299423	Registered
Worldwide	ISAOMEGA SUPREME	China	7409722		Pending
Worldwide	ISAOMEGA SUPREME	Hong Kong	301343781	301343781	Registered
Worldwide	ISAOMEGA SUPREME	Malaysia	9008002		Pending
Worldwide	ISAOMEGA	Mexico	1007941	1106022	Registered
Worldwide	ISAOMEGA SUPREME	New Zealand	806436	806436	Registered
Worldwide	ISAOMEGA SUPREME	Singapore	T0905473F	T0905473F	Registered
Worldwide	ISAOMEGA SUPREME	Taiwan	98020777	1407229	Registered
Worldwide	ISAOMEGA SUPREME	United States of America	77452684	3621838	Registered
Worldwide	ISAPRO	United States of America	76428785	2870178	Registered
Worldwide	ISAPRO	Hong Kong	301263339	301263339	Registered
Worldwide	ISAPRO (AI SHEN JIAN LI ZHI ZUN RU QING DAN BAI IN CHINESE CHARACTERS) (SERIES OF 2)	Hong Kong	301263320	301263320	Registered
Worldwide	ISAWALLET	United States of America	77062589	3524741	Registered
Worldwide	ISAWATER	United States of America	77923211	3841115	Registered
Worldwide	ISAWEALTH	Australia	1109664	1109664	Registered
Worldwide	ISAWEALTH	Brazil	828300607		Pending
Worldwide	ISAWEALTH	Canada	1296735	684993	Registered
Worldwide	ISAWEALTH	CTM	5065578	5065578	Registered
Worldwide	ISAWEALTH	Hong Kong	300625617	300625617	Registered
Worldwide	ISAWEALTH	India	1446427		Pending
Worldwide	ISAWEALTH	Japan	2006-036465	4998905	Registered
Worldwide	ISAWEALTH	Korea - Republic of (South)	2006-0009810	41-0154401	Registered

Owner	Trademark	Country	Application No.	Registration No	Status
Worldwide	ISAWALTH	Malaysia	6006474	6006474	Registered
Worldwide	ISAWALTH	Mexico	781385	936567	Registered
Worldwide	ISAWALTH	Mexico	781386	979671	Registered
Worldwide	ISAWALTH	New Zealand	746666	746666	Registered
Worldwide	ISAWALTH	Philippines	4-2006-004186	4-2006-004186	Registered
Worldwide	ISAWALTH	Russian Federation	2006710088	332025	Registered
Worldwide	ISAWALTH	Singapore	T06/07283J	T06/07283J	Registered
Worldwide	ISAWALTH	Thailand	624968	BOR33591	Registered
Worldwide	ISAWALTH	China	5316313	5316313	Registered
Worldwide	ISAWALTH	Singapore	T06/18985A	T06/18985A	Registered
Worldwide	ISAWALTH	Taiwan	95019781	1240617	Registered
Worldwide	ISAWALTH	United States of America	78863627	3227463	Registered
Worldwide	SALAD BAR	United States of America	76621173	3089206	Registered
Worldwide	SLIMCAKES	United States of America	76421094	2926600	Registered
Worldwide	WANT MORE ENERGY?	United States of America	78784265	3171446	Registered
Worldwide	WORLD LEADER IN NUTRITIONAL CLEANSING	United States of America	77430814	3776426	Registered
Worldwide	ISADIARY	United States of America	77567260	3796592	Registered
Worldwide	ISAKIDS	United States of America	78784253	3203719	Registered
Worldwide	ISACALCIUM (stylized in yellow, white and orange color)	United States of America	77252920	3430011	Registered

#### Trademark Licenses:

Trademark and Patent Number License Agreement dated as of April 9, 2009 by and among International and Albion Laboratories, Inc.

License Agreement dated as of July 25, 2009 by and among International and Automatic Info, LLC.

Services Agreement dated March 16, 2010 by and among International and RepStars International, LLC.

License Agreement dated as of September 1, 2008 by and among International and Sound Concepts.

Private Label Agreement dated as of June 17, 2010 by and among International, the Union of Orthodox Jewish Congregations of America and Nellson Nutraceutical, LLC.

Agreement dated as of August 25, 2005 by and among International, Ionix Nutrition, LLC and Zodiac Trade Services Limited.

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Darren V. Roman, Esq.

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT  
Attn: Brian LeFevre  
208 South LaSalle Suite 814  
Chicago, IL 60604

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DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 06:55 PM 10/01/2010  
INITIAL FILING # 2010 3437054

SRV: 100962942

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR Isagenix International Products Export, Inc.

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

2225 South Price Road

Chandler

STATE

POSTAL CODE

AZ

85286

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

corporation

1f. JURISDICTION OF ORGANIZATION

Delaware

1g. ORGANIZATIONAL ID #, if any

DE4086555

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR Wells Fargo Bank, National Association

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

100 West Washington, 25th Floor

Phoenix

STATE

POSTAL CODE

AZ

85003

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "A"

6. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOB ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (Additional Fee) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

943000.00594

7159311 @ 685 BL

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

TRADEMARK  
REEL: 004290 FRAME: 0401

## EXHIBIT "A" TO UCC FINANCING STATEMENT

1. Defined Terms. All initially capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement between Debtor and Secured Party. Any terms (whether capitalized or lower case) used herein that are defined in the Code (as defined below) shall be construed and defined as set forth in the Code unless otherwise defined herein or in the Credit Agreement; provided, however, that to the extent that the Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

(a) "Account" means an account (as that term is defined in Article 9 of the Code).

(b) "Books" means books and records (including Debtor's Records indicating, summarizing, or evidencing Debtor's assets (including the Collateral) or liabilities, Debtor's Records relating to Debtor's business operations or financial condition, and Debtor's goods or General Intangibles related to such information).

(c) "Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 1 year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group ("S&P") or Moody's Investors Service, Inc. ("Moody's"), (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within 1 year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$500,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or recognized securities dealer having combined capital and surplus of not less than \$500,000,000, having a term of not more than seven days, with respect to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

(d) "CFC" means a controlled foreign corporation (as defined in the Internal Revenue Code).

(e) "Chattel Paper" means chattel paper (as that term is defined in the Code), and includes tangible chattel paper and electronic chattel paper.

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(f) "Code" means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Secured Party's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

(g) "Commercial Tort Claims" means commercial tort claims (as that term is defined in the Code), and includes those commercial tort claims listed on Schedule 1.

(h) "Deposit Account" means a deposit account (as that term is defined in the Code).

(i) "Equipment" means equipment (as that term is defined in the Code).

(j) "Fixtures" means fixtures (as that term is defined in the Code).

(k) "General Intangibles" means general intangibles (as that term is defined in the Code), and includes payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, Intellectual Property, Intellectual Property Licenses, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, goods, Investment Related Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.

(l) "Goods" means goods (as that term is defined in the Code).

(m) "Intellectual Property" means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

(n) "Intellectual Property Licenses" means, with respect to any Person (the "Specified Party"), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (A) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Debtor pursuant to end-user licenses), (B) the license agreements listed on Schedule 3, and (C) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Secured Party's rights under the Loan Documents.



- (o) "Inventory" means inventory (as that term is defined in the Code).
- (p) "Investment Related Property" means (i) any and all investment property (as that term is defined in the Code), and (ii) any and all of the following (regardless of whether classified as investment property under the Code): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.
- (q) "Negotiable Collateral" means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as each such term is defined in the Code).
- (r) "Patents" means patents and patent applications, including (i) the patents and patent applications listed on Schedule 4, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor's rights corresponding thereto throughout the world.
- (s) "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.
- (t) "Pledged Interests" means all of each Debtor's right, title and interest in and to all of the Stock now owned or hereafter acquired by such Debtor, regardless of class or designation, including in each of the Pledged Companies (subject to the limits on the pledge of Stock issued by any CFC, as set forth in the Credit Agreement and Section 2 hereof), and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Stock, the right to receive any certificates representing any of the Stock, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.
- (u) "Pledged Operating Agreements" means all of each Debtor's rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.
- (v) "Pledged Partnership Agreements" means all of each Debtor's rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.
- (w) "Securities Account" means a securities account (as that term is defined in the Code).
- (x) "Stock" means all shares, membership interests, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in a Person, whether voting or nonvoting, including common stock, preferred stock, or any other "equity

security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended).

(y) "Supporting Obligations" means supporting obligations (as such term is defined in the Code), and includes letters of credit and guaranties issued in support of Accounts, Chattel Paper, documents, General Intangibles, instruments or Investment Related Property.

(z) "Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 5, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of each Debtor's rights corresponding thereto throughout the world.

2. Security. Debtor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Debtor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the "Collateral"):

- (a) all of such Debtor's Accounts;
- (b) all of such Debtor's Goods;
- (c) all of such Debtor's Books;
- (d) all of such Debtor's Chattel Paper;
- (e) all of such Debtor's Copyrights;
- (f) all of such Debtor's Deposit Accounts together with all monies at any time deposited in such Deposit Account or otherwise held for the credit thereof;
- (g) all of such Debtor's Securities Accounts;
- (h) all of such Debtor's Equipment and Fixtures;
- (i) all of such Debtor's General Intangibles;
- (j) all of such Debtor's Inventory;
- (k) all of such Debtor's Investment Related Property;
- (l) all of such Debtor's Negotiable Collateral;
- (m) all of such Debtor's Patents
- (n) all of such Debtor's Supporting Obligations;

- (o) all of such Debtor's Trademarks;
- (p) all of such Debtor's Commercial Tort Claims;
- (q) all of such Debtor's money, Cash Equivalents, or other assets of such Debtor that now or hereafter come into the possession, custody, or control of Secured Party (or its Secured Party or designee); and
- (r) all of the proceeds (as such term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Fixtures, General Intangibles, Inventory, Investment Related Property, Negotiable Collateral, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Related Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any Debtor or Secured Party from time to time with respect to any of the Investment Related Property.

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Darren V. Roman, Esq.

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT  
Attn: Brian LeFevre  
208 South LaSalle Suite 814  
Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 06:57 PM 10/01/2010  
INITIAL FILING # 2010 3437062

SRV: 100962946

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Isagenix Worldwide LLC

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

2225 South Price Road

CITY

Chandler

STATE

AZ

POSTAL CODE

85286

COUNTRY

USA

1d. SEE INSTRUCTIONS

ADDL INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

ltd liability co

1f. JURISDICTION OF ORGANIZATION

Delaware

1g. ORGANIZATIONAL ID #, if any

DE4020620

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADDL INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Wells Fargo Bank, National Association

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

100 West Washington, 25th Floor

CITY

Phoenix

STATE

AZ

POSTAL CODE

85003

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "A"

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSOR/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (for recorded) in the REAL ESTATE RECORDS. Attach Affidavit. ☐ 7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (Additional Fee) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

943000.00594

799311 6165 ft

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

TRADEMARK  
REEL: 004290 FRAME: 0407

## EXHIBIT "A" TO UCC FINANCING STATEMENT

1. Defined Terms. All initially capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement between Debtor and Secured Party. Any terms (whether capitalized or lower case) used herein that are defined in the Code (as defined below) shall be construed and defined as set forth in the Code unless otherwise defined herein or in the Credit Agreement; ~~provided, however~~, that to the extent that the Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

(a) "Account" means an account (as that term is defined in Article 9 of the Code).

(b) "Books" means books and records (including Debtor's Records indicating, summarizing, or evidencing Debtor's assets (including the Collateral) or liabilities, Debtor's Records relating to Debtor's business operations or financial condition, and Debtor's goods or General Intangibles related to such information).

(c) "Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 1 year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group ("S&P") or Moody's Investors Service, Inc. ("Moody's"), (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within 1 year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$500,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or recognized securities dealer having combined capital and surplus of not less than \$500,000,000, having a term of not more than seven days, with respect to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

(d) "CFC" means a controlled foreign corporation (as defined in the Internal Revenue Code).

(e) "Chattel Paper" means chattel paper (as that term is defined in the Code), and includes tangible chattel paper and electronic chattel paper.

(f) "Code" means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Secured Party's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

(g) "Commercial Tort Claims" means commercial tort claims (as that term is defined in the Code), and includes those commercial tort claims listed on Schedule 1.

(h) "Deposit Account" means a deposit account (as that term is defined in the Code).

(i) "Equipment" means equipment (as that term is defined in the Code).

(j) "Fixtures" means fixtures (as that term is defined in the Code).

(k) "General Intangibles" means general intangibles (as that term is defined in the Code), and includes payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, Intellectual Property, Intellectual Property Licenses, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, goods, Investment Related Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.

(l) "Goods" means goods (as that term is defined in the Code).

(m) "Intellectual Property" means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

(n) "Intellectual Property Licenses" means, with respect to any Person (the "Specified Party"), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (A) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Debtor pursuant to end-user licenses), (B) the license agreements listed on Schedule 3, and (C) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Secured Party's rights under the Loan Documents.

- (o) "Inventory" means inventory (as that term is defined in the Code).
- (p) "Investment Related Property" means (i) any and all investment property (as that term is defined in the Code), and (ii) any and all of the following (regardless of whether classified as investment property under the Code): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.
- (q) "Negotiable Collateral" means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as each such term is defined in the Code).
- (r) "Patents" means patents and patent applications, including (i) the patents and patent applications listed on Schedule 4, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor's rights corresponding thereto throughout the world.
- (s) "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.
- (t) "Pledged Interests" means all of each Debtor's right, title and interest in and to all of the Stock now owned or hereafter acquired by such Debtor, regardless of class or designation, including in each of the Pledged Companies (subject to the limits on the pledge of Stock issued by any CFC, as set forth in the Credit Agreement and Section 2 hereof), and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Stock, the right to receive any certificates representing any of the Stock, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.
- (u) "Pledged Operating Agreements" means all of each Debtor's rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.
- (v) "Pledged Partnership Agreements" means all of each Debtor's rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.
- (w) "Securities Account" means a securities account (as that term is defined in the Code).
- (x) "Stock" means all shares, membership interests, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in a Person, whether voting or nonvoting, including common stock, preferred stock, or any other "equity

security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended).

(y) "Supporting Obligations" means supporting obligations (as such term is defined in the Code), and includes letters of credit and guaranties issued in support of Accounts, Chattel Paper, documents, General Intangibles, instruments or Investment Related Property.

(z) "Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 5, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of each Debtor's rights corresponding thereto throughout the world.

2. Security. Debtor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Debtor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the "Collateral"):

- (a) all of such Debtor's Accounts;
- (b) all of such Debtor's Goods;
- (c) all of such Debtor's Books;
- (d) all of such Debtor's Chattel Paper;
- (e) all of such Debtor's Copyrights;
- (f) all of such Debtor's Deposit Accounts together with all monies at any time deposited in such Deposit Account or otherwise held for the credit thereof;
- (g) all of such Debtor's Securities Accounts;
- (h) all of such Debtor's Equipment and Fixtures;
- (i) all of such Debtor's General Intangibles;
- (j) all of such Debtor's Inventory;
- (k) all of such Debtor's Investment Related Property;
- (l) all of such Debtor's Negotiable Collateral;
- (m) all of such Debtor's Patents
- (n) all of such Debtor's Supporting Obligations;



- (o) all of such Debtor's Trademarks;
- (p) all of such Debtor's Commercial Tort Claims;
- (q) all of such Debtor's money, Cash Equivalents, or other assets of such Debtor that now or hereafter come into the possession, custody, or control of Secured Party (or its Secured Party or designee); and
- (r) all of the proceeds (as such term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Fixtures, General Intangibles, Inventory, Investment Related Property, Negotiable Collateral, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Related Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any Debtor or Secured Party from time to time with respect to any of the Investment Related Property.

**FILED**  
**ARIZONA SECRETARY OF STATE**  
**10/01/2010 01:07 PM**  
**201016303875**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Darren V. Roman, Esq.</b>	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Quarles &amp; Brady LLP</b> <b>Two North Central Avenue</b> <b>Phoenix, Arizona 85004-2391</b> <b>Attention: Darren V. Roman, Esq.</b>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME <b>Isagenix International, LLC</b>				1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
1c. MAILING ADDRESS <b>2225 South Price Road</b>				CITY <b>Chandler</b>		STATE <b>AZ</b>		POSTAL CODE <b>85286</b>		COUNTRY <b>USA</b>	
14. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR		1a. TYPE OF ORGANIZATION <b>ltd liability co</b>		1f. JURISDICTION OF ORGANIZATION <b>Arizona</b>		1g. ORGANIZATIONAL ID #, if any <b>L10360137</b>		<input type="checkbox"/> NONE	

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME				2b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
2c. MAILING ADDRESS				CITY		STATE		POSTAL CODE		COUNTRY	
24. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR		2a. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE	

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME <b>Wells Fargo Bank, National Association</b>				3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
3c. MAILING ADDRESS <b>100 West Washington, 25th Floor</b>				CITY <b>Phoenix</b>		STATE <b>AZ</b>		POSTAL CODE <b>85286</b>		COUNTRY <b>USA</b>	

**4. This FINANCING STATEMENT covers the following collateral:**

**SEE EXHIBIT "A"**

5. ALTERNATIVE DESIGNATION (if applicable):		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> THE FINANCING STATEMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS. Attach Addendum		7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA <b>943000.00594</b>							

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC-1) (REV. 05/22/02)

International Association of Commercial Administrators (IACA)

## EXHIBIT "A" TO UCC FINANCING STATEMENT

1. Defined Terms. All initially capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement between Debtor and Secured Party. Any terms (whether capitalized or lower case) used herein that are defined in the Code (as defined below) shall be construed and defined as set forth in the Code unless otherwise defined herein or in the Credit Agreement; provided, however, that to the extent that the Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

(a) "Account" means an account (as that term is defined in Article 9 of the Code).

(b) "Books" means books and records (including Debtor's Records indicating, summarizing, or evidencing Debtor's assets (including the Collateral) or liabilities, Debtor's Records relating to Debtor's business operations or financial condition, and Debtor's goods or General Intangibles related to such information).

(c) "Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 1 year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group ("S&P") or Moody's Investors Service, Inc. ("Moody's"), (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within 1 year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$500,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or recognized securities dealer having combined capital and surplus of not less than \$500,000,000, having a term of not more than seven days, with respect to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

(d) "CFC" means a controlled foreign corporation (as defined in the Internal Revenue Code).

(e) "Chattel Paper" means chattel paper (as that term is defined in the Code), and includes tangible chattel paper and electronic chattel paper.

(f) “Code” means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Secured Party’s Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

(g) “Commercial Tort Claims” means commercial tort claims (as that term is defined in the Code), and includes those commercial tort claims listed on Schedule 1.

(h) “Deposit Account” means a deposit account (as that term is defined in the Code).

(i) “Equipment” means equipment (as that term is defined in the Code).

(j) “Fixtures” means fixtures (as that term is defined in the Code).

(k) “General Intangibles” means general intangibles (as that term is defined in the Code), and includes payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, Intellectual Property, Intellectual Property Licenses, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, goods, Investment Related Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.

(l) “Goods” means goods (as that term is defined in the Code).

(m) “Intellectual Property” means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

(n) “Intellectual Property Licenses” means, with respect to any Person (the “Specified Party”), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (A) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Debtor pursuant to end-user licenses), (B) the license agreements listed on Schedule 3, and (C) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Secured Party’s rights under the Loan Documents.

- (o) “Inventory” means inventory (as that term is defined in the Code).
- (p) “Investment Related Property” means (i) any and all investment property (as that term is defined in the Code), and (ii) any and all of the following (regardless of whether classified as investment property under the Code): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.
- (q) “Negotiable Collateral” means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as each such term is defined in the Code).
- (r) “Patents” means patents and patent applications, including (i) the patents and patent applications listed on Schedule 4, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor’s rights corresponding thereto throughout the world.
- (s) “Person” means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.
- (t) “Pledged Interests” means all of each Debtor’s right, title and interest in and to all of the Stock now owned or hereafter acquired by such Debtor, regardless of class or designation, including in each of the Pledged Companies (subject to the limits on the pledge of Stock issued by any CFC, as set forth in the Credit Agreement and Section 2 hereof), and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Stock, the right to receive any certificates representing any of the Stock, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.
- (u) “Pledged Operating Agreements” means all of each Debtor’s rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.
- (v) “Pledged Partnership Agreements” means all of each Debtor’s rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.
- (w) “Securities Account” means a securities account (as that term is defined in the Code).
- (x) “Stock” means all shares, membership interests, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in a Person, whether voting or nonvoting, including common stock, preferred stock, or any other “equity

security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended).

(y) "Supporting Obligations" means supporting obligations (as such term is defined in the Code), and includes letters of credit and guaranties issued in support of Accounts, Chattel Paper, documents, General Intangibles, instruments or Investment Related Property.

(z) "Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 5, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of each Debtor's rights corresponding thereto throughout the world.

2. Security. Debtor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Debtor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the "Collateral"):

- (a) all of such Debtor's Accounts;
- (b) all of such Debtor's Goods;
- (c) all of such Debtor's Books;
- (d) all of such Debtor's Chattel Paper;
- (e) all of such Debtor's Copyrights;
- (f) all of such Debtor's Deposit Accounts together with all monies at any time deposited in such Deposit Account or otherwise held for the credit thereof;
- (g) all of such Debtor's Securities Accounts;
- (h) all of such Debtor's Equipment and Fixtures;
- (i) all of such Debtor's General Intangibles;
- (j) all of such Debtor's Inventory;
- (k) all of such Debtor's Investment Related Property;
- (l) all of such Debtor's Negotiable Collateral;
- (m) all of such Debtor's Patents
- (n) all of such Debtor's Supporting Obligations;

- (o) all of such Debtor's Trademarks;
- (p) all of such Debtor's Commercial Tort Claims;
- (q) all of such Debtor's money, Cash Equivalents, or other assets of such Debtor that now or hereafter come into the possession, custody, or control of Secured Party (or its Secured Party or designee); and

(r) all of the proceeds (as such term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Fixtures, General Intangibles, Inventory, Investment Related Property, Negotiable Collateral, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Related Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any Debtor or Secured Party from time to time with respect to any of the Investment Related Property.





## EXHIBIT "A" TO UCC FINANCING STATEMENT

1. Defined Terms. All initially capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement between Debtor and Secured Party. Any terms (whether capitalized or lower case) used herein that are defined in the Code (as defined below) shall be construed and defined as set forth in the Code unless otherwise defined herein or in the Credit Agreement; provided, however, that to the extent that the Code is used to define any term used herein and if such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

(a) "Account" means an account (as that term is defined in Article 9 of the Code).

(b) "Books" means books and records (including Debtor's Records indicating, summarizing, or evidencing Debtor's assets (including the Collateral) or liabilities, Debtor's Records relating to Debtor's business operations or financial condition, and Debtor's goods or General Intangibles related to such information).

(c) "Cash Equivalents" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 1 year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group ("S&P") or Moody's Investors Service, Inc. ("Moody's"), (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within 1 year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$500,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or recognized securities dealer having combined capital and surplus of not less than \$500,000,000, having a term of not more than seven days, with respect to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

(d) "CFC" means a controlled foreign corporation (as defined in the Internal Revenue Code).

(e) "Chattel Paper" means chattel paper (as that term is defined in the Code), and includes tangible chattel paper and electronic chattel paper.

(f) “Code” means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Secured Party’s Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

(g) “Commercial Tort Claims” means commercial tort claims (as that term is defined in the Code), and includes those commercial tort claims listed on Schedule 1.

(h) “Deposit Account” means a deposit account (as that term is defined in the Code).

(i) “Equipment” means equipment (as that term is defined in the Code).

(j) “Fixtures” means fixtures (as that term is defined in the Code).

(k) “General Intangibles” means general intangibles (as that term is defined in the Code), and includes payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, Intellectual Property, Intellectual Property Licenses, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, goods, Investment Related Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.

(l) “Goods” means goods (as that term is defined in the Code).

(m) “Intellectual Property” means any and all Patents, Copyrights, Trademarks, trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

(n) “Intellectual Property Licenses” means, with respect to any Person (the “Specified Party”), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (A) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Debtor pursuant to end-user licenses), (B) the license agreements listed on Schedule 3, and (C) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Secured Party’s rights under the Loan Documents.

- (o) “Inventory” means inventory (as that term is defined in the Code).
- (p) “Investment Related Property” means (i) any and all investment property (as that term is defined in the Code), and (ii) any and all of the following (regardless of whether classified as investment property under the Code): all Pledged Interests, Pledged Operating Agreements, and Pledged Partnership Agreements.
- (q) “Negotiable Collateral” means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as each such term is defined in the Code).
- (r) “Patents” means patents and patent applications, including (i) the patents and patent applications listed on Schedule 4, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor’s rights corresponding thereto throughout the world.
- (s) “Person” means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.
- (t) “Pledged Interests” means all of each Debtor’s right, title and interest in and to all of the Stock now owned or hereafter acquired by such Debtor, regardless of class or designation, including in each of the Pledged Companies (subject to the limits on the pledge of Stock issued by any CFC, as set forth in the Credit Agreement and Section 2 hereof), and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, also including any certificates representing the Stock, the right to receive any certificates representing any of the Stock, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and the right to receive all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and all cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing.
- (u) “Pledged Operating Agreements” means all of each Debtor’s rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.
- (v) “Pledged Partnership Agreements” means all of each Debtor’s rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.
- (w) “Securities Account” means a securities account (as that term is defined in the Code).
- (x) “Stock” means all shares, membership interests, options, warrants, interests, participations, or other equivalents (regardless of how designated) of or in a Person, whether voting or nonvoting, including common stock, preferred stock, or any other “equity

security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended).

(y) "Supporting Obligations" means supporting obligations (as such term is defined in the Code), and includes letters of credit and guaranties issued in support of Accounts, Chattel Paper, documents, General Intangibles, instruments or Investment Related Property.

(z) "Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 5, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of each Debtor's rights corresponding thereto throughout the world.

2. Security. Debtor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Debtor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the "Collateral"):

- (a) all of such Debtor's Accounts;
- (b) all of such Debtor's Goods;
- (c) all of such Debtor's Books;
- (d) all of such Debtor's Chattel Paper;
- (e) all of such Debtor's Copyrights;
- (f) all of such Debtor's Deposit Accounts together with all monies at any time deposited in such Deposit Account or otherwise held for the credit thereof;
- (g) all of such Debtor's Securities Accounts;
- (h) all of such Debtor's Equipment and Fixtures;
- (i) all of such Debtor's General Intangibles;
- (j) all of such Debtor's Inventory;
- (k) all of such Debtor's Investment Related Property;
- (l) all of such Debtor's Negotiable Collateral;
- (m) all of such Debtor's Patents
- (n) all of such Debtor's Supporting Obligations;

- (o) all of such Debtor's Trademarks;
- (p) all of such Debtor's Commercial Tort Claims;
- (q) all of such Debtor's money, Cash Equivalents, or other assets of such Debtor that now or hereafter come into the possession, custody, or control of Secured Party (or its Secured Party or designee); and
- (r) all of the proceeds (as such term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, Fixtures, General Intangibles, Inventory, Investment Related Property, Negotiable Collateral, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing (the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Related Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any Debtor or Secured Party from time to time with respect to any of the Investment Related Property.