

Form USPTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

10-12-2010

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



103608672

To the Director of the U. S. Patent and Trademark Office

agents or the new address(es) below.

10.12.10

**1. Name of conveying party(ies):**  
 Biotab Nutraceuticals, Inc.  
 Tamara Gibson, President  
 401 Huntington Drive  
 Monrovia, California 91016

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: California  
 Other \_\_\_\_\_

Citizenship (see guidelines) California, USA  
 Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
 Additional names, addresses, or citizenship attached?  No

Name: Milstein, Adelman & Kreger, LLP  
 Internal  
 Address: "MAK" or Collateral Agent, c/o Gillian Wade, Esq.  
 Street Address: 2800 Donald Douglas Loop N.  
 City: Santa Monica  
 State: California  
 Country: USA Zip: 90405

Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship \_\_\_\_\_  
 Other LLP    Citizenship California, USA

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

**3. Nature of conveyance / Execution Date(s) :**  
 Execution Date(s) September 30, 2010

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) \_\_\_\_\_  
 Registration No. 3401265

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**  
ExtenZe, Registration No. 3401265, filed on March 25, 2008

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

Name: Jeffrey P. Harris  
 Internal Address: Statman Harris & Eyrich, LLC  
 Street Address: 441 Vine Street  
3700 Carew Tower  
 City: Cincinnati  
 State: Ohio Zip: 45202  
 Phone Number: 513-621-2666  
 Fax Number: 513-621-4896  
 Email Address: \_\_\_\_\_

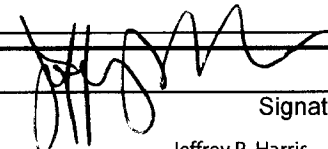
**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$40.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:**  \_\_\_\_\_ 10/7/2010 \_\_\_\_\_  
 Signature Date  
 Name of Person Signing: Jeffrey P. Harris Total number of pages including cover sheet, attachments, and document: 6

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

## SECURITY AGREEMENT – TRADEMARKS

**THIS SECURITY AGREEMENT – TRADEMARKS** (“Agreement”) is executed as of this 30th day of September, 2010, and is made by **BIOTAB NUTRACEUTICALS, INC.**, a California corporation with an address at 401 Huntington Drive, Monrovia, California 91016 (“Grantor”), in favor of **MILSTEIN, ADELMAN & KREGER, LLP**, with an address at 2800 Donald Douglas Loop N., Santa Monica, California 90405 (“MAK” or “Collateral Agent”). This Agreement is executed in connection with the Settlement Agreement and other Security Agreement of even date herewith executed by and between Grantor and Collateral Agent (hereinafter collectively referred to as the “Settlement Documents”).

Grantor has adopted, used and is using or has filed applications for registration of the trademarks, service marks and trade names listed on Schedule “A” attached hereto and made part hereof (hereinafter collectively referred to as “Trademarks”).

Collateral Agent desires to acquire a lien and security interest on the Trademarks together with the goodwill of Grantor associated therewith and represented thereby, as security for the Obligations (as defined in the Settlement Documents) to Collateral Agent, and Collateral Agent desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Settlement Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, Grantor grants a lien and security interest to Collateral Agent all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill of Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits;

2. Representations and Warranties as to Trademarks. Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by Grantor, have not been adjudged invalid or unenforceable, and to the best of Grantor’s knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Grantor not to sue third persons; (d) Grantor has the unqualified right to enter into this Agreement and perform its terms; (e) Grantor has used, and will continue to use for the duration of this Agreement, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in products leased or sold under the Trademarks; and (g) Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify Collateral Agent immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Covenants. Grantor covenants to Collateral Agent that until all of the Obligations have been satisfied in full: (a) Grantor shall maintain the Trademarks in full force and effect; (b) Grantor will not enter into any agreement which is inconsistent with Grantor's obligations under this Agreement or which restricts or impairs Collateral Agent's rights hereunder; (c) if Grantor acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and Grantor shall give Collateral Agent prompt written notice thereof along with an amended Schedule A; (d) Grantor shall not sell, assign or further encumber its rights and interest in the Trademarks without the prior written consent of the Collateral Agent; and (e) Grantor hereby grants to Collateral Agent and its employees and agents the right to visit Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure Grantor's compliance with paragraph 2(f) above.

4. Exclusive Use of Trademarks. So long as this Agreement is in effect and so long as Grantor has not received notice from Collateral Agent that an Event of Default has occurred under the Settlement Documents and that Collateral Agent has elected to exercise its rights to assignment hereunder, Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and Collateral Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else. Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of Collateral Agent in and to any of Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

5. Prosecution of Trademark Applications. (a) Grantor, in its sole discretion, may elect to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by Grantor. Grantor shall not abandon any Trademark without the written consent of Collateral Agent.

(b) Grantor, in its sole discretion, shall have the right to bring suit in its own name to enforce the Trademarks, in which event Collateral Agent may, if Grantor deems it necessary or after an Event of Default under the Settlement Documents, be joined as a nominal party to such suit if Collateral Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

6. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while Grantor shall be in default hereunder or an Event of Default exists under the Settlement Documents, Grantor hereby covenants and agrees that Collateral Agent, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Settlement Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of Grantor's default hereunder or an Event of Default under the Settlement Documents and while such default or Event of Default exists, Grantor hereby authorizes Collateral Agent to make, constitute and appoint any officer or agent of Collateral Agent as Collateral Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power (but not the obligation) to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Collateral Agent in the use of the Trademarks, or (ii) take any other actions with respect to the Trademarks as Collateral Agent deems in the best interest of Collateral Agent or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone free and

clear of any encumbrance upon title thereof (other than any encumbrance created hereby). Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations have been satisfied in full. Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code.

(c) Grantor expressly acknowledges this Agreement may be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, Grantor shall also execute and deliver to Collateral Agent such documents as Collateral Agent shall reasonably request to permanently assign all rights in the Trademarks to the Collateral Agent, which documents shall be held by Collateral Agent, until the occurrence of an Event of Default hereunder or under the Settlement Documents. After such occurrence, Collateral Agent may, at its sole option, record such documents with the Patent and Trademark Office.

7. Termination of Agreement. Upon payment and performance of all Obligations under the Settlement Documents, Collateral Agent shall promptly execute and deliver to Grantor all documents necessary to re-vest all rights in and to the Trademarks in Grantor and/or terminate any interest of Collateral Agent therein.

8. Governing Law. This Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of California, except that the federal laws of the United States of America shall govern to the extent applicable.

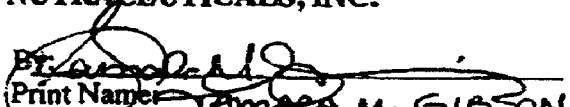
9. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Grantor from, any provision of this Agreement will be effective unless made in a writing signed by the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

10. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, provided, however, that this Agreement supplements the terms of the Settlement Agreement dated September 30, 2010 between Grantor and Collateral Agent, and the terms of the Security Agreement dated September 29, 2010 between Grantor and Collateral Agent.

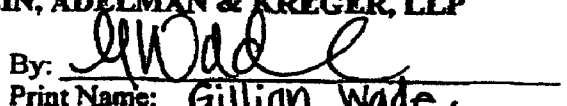
11. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Grantor and the Collateral Agent and their respective heirs, executors, administrators, successors and assigns.

Executed as of the date first written above.

**BIOTAB NUTRACEUTICALS, INC.**

By:   
Print Name: JAMES M. GIBSON  
Title: PRESIDENT

**MILSTEIN, ADELMAN & KREGER, LLP**

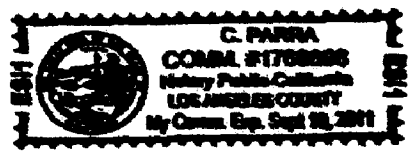
By:   
Print Name: Gillian Wade  
Title: Partner

)  
)  
) ss:

On this, the 29<sup>th</sup> day of September, 2010, before me, a Notary Public, the undersigned officer, personally appeared [Signature] who acknowledged him/herself to be the President of Biotab Nutraceuticals, Inc., a California corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

My commission expires: 09/30/2011

[Signature]  
Notary Public  
Print Name: C. Parra  
County of Residence: Los Angeles



SCHEDULE A TO SECURITY AGREEMENT - TRADEMARKS

<u>Trademark</u>	<u>App/Reg/Number.</u>	<u>Filing/Registration Date</u>
ExtenZe	Reg. No. 3401265	3/25/2008