TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Balance Bar Company		11/15/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC Mezzanine Partners USA, L.P.
Street Address:	452 Fifth Avenue
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3694017	B KIDS
Registration Number:	2745850	BALANCE
Registration Number:	2652365	BALANCE+
Registration Number:	3036771	BALANCE BAR
Registration Number:	2659753	BALANCE BAR
Registration Number:	2999244	BALANCE BAR GOLD
Registration Number:	3004988	BALANCE BAR. GRAB LIFE.
Registration Number:	3436917	BALANCE BARE
Registration Number:	2636101	BALANCE GOLD
Registration Number:	2868192	BALANCE OUTDOOR
Registration Number:	3760265	BALANCE PURE
Registration Number:	2939897	CARBWELL
Registration Number:	3035144	GRAB LIFE

OP $515.00 3694017

Registration Number:	2998506	NEVER BE OUT OF BALANCE
Serial Number:	85099118	BALANCE BAR
Serial Number:	85099106	BALANCE BAR
Serial Number:	85099094	BALANCE
Serial Number:	85099089	BALANCE
Serial Number:	85157093	WITHIN
Serial Number:	85157087	WITHIN

CORRESPONDENCE DATA

Fax Number: (612)340-8856

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

Phone: (612) 492-6842

Email: cadwell.jeffrey@dorsey.com

Correspondent Name: Jeffrey R. Cadwell

Address Line 1: Dorsey & Whitney LLP

Address Line 2: 50 South Sixth Street, Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402-1498

NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	11/15/2010

Total Attachments: 23

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of November 15, 2010 by and among BALANCE BAR COMPANY, a Delaware corporation (the "Grantor"), and HSBC MEZZANINE PARTNERS USA, L.P., a Delaware limited partnership having an office at 452 Fifth Avenue, 14th Floor, New York, NY 10018, as Administrative Agent and Collateral Agent (together with any successor thereto appointed pursuant to Section 10.5(g) of the Note Purchase Agreement referred to below, "Agent") for itself and the Secured Parties (as defined below).

RECITALS

A. Pursuant to that certain Note Purchase Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") among Grantor, the note purchasers from time to time a party thereto (the "Note Purchasers") and Agent, as Administrative Agent, Collateral Agent, dated as of even date herewith, the Note Purchasers have agreed to purchase certain notes from the Borrower in the amounts and for the purposes described therein and Grantor has incurred certain obligations to the Note Purchasers as set forth therein in the Loan Documents. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Note Purchase Agreement.

B. In order to induce the Note Purchasers to purchase the notes from the Grantor in accordance with the Note Purchase Agreement, and in consideration therefor, the Grantor has agreed to grant to Agent, for the ratable benefit of the Secured Parties (as defined below), a security interest in all of the Grantor's trademarks, copyrights, patents, whether now or hereafter existing, owned or acquired, all pursuant to the terms of this Agreement in order to secure, for the benefit of the Secured Parties, the due and punctual payment and performance of all of the Obligations, including all such which would become due but for the operation of the automatic stay pursuant to §§502(b) and 506(b) of the Federal Bankruptcy Code (all items set forth in this Recital are collectively, the "Secured Obligations").

C. It is a condition precedent to the purchase of the notes by the Note Purchasers and the other Secured Parties that the Grantor executes and delivers this Agreement. The term "Secured Parties" as used herein means, collectively, Agent and the Note Purchasers.

NOW, THEREFORE, for and in consideration of the covenants and provisions set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. **Grant of Security Interest in the Collateral; Obligations Secured**.

(a) As security for the Secured Obligations, the Grantor hereby:

(1) sells, mortgages, conveys, assigns, pledges and grants to Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a continuing and unconditional security interest in, any and all right, title and interest of the Grantor, whether now existing or hereafter acquired or arising, in and to the following:

i. **Patents.** Patents, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term "Patent" means and includes (A) all letters patent of the United States of America or any other country or any political subdivision thereof, now existing or hereafter acquired, all registrations and recordings thereof, and all applications for letters patent of the United States of America or any other country or any political subdivision thereof, now existing or hereafter acquired, including without limitation registrations, recordings and applications therefor in the United States Patent and Trademark Office or any other country or any political subdivision thereof and (B) all reissues, continuations, continuations-in-part or extensions thereof), including without limitation each Patent listed on Schedule A-1 hereto, and all of the inventions now or hereafter described and claimed in the Grantor's Patents;

ii. **Patent Licenses.** Patent Licenses, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term "Patent Licenses" means and includes any written agreement granting to any person any right to exploit, use or practice any invention on which a Patent is owned by another person), including without limitation each Patent License listed on Schedule A-2 hereto, and all royalties and other sums due or to become due under or in respect of the Grantor's Patent Licenses, together with the right to sue for and collect all such royalties and other sums;

iii. **Trademarks**. Trademarks, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term "Trademarks" means and includes (A) all trademarks, trade names, trade styles, service marks and logos, all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (B) all renewals thereof), including without limitation each Trademark application and registration listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

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iv. **Trademark Licenses.** Trademark Licenses, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term "Trademark Licenses" means and includes any written agreement granting to any person any right to use or exploit any Trademark or Trademark registration of another person), including without limitation the agreements described in Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties and other sums due or to become due under or in respect of the Grantor's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums;

v. **Copyrights.** Copyrights and Copyright registrations, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term "Copyrights" means and includes (A) all original works of authorship fixed in any tangible medium of expression, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States of America, any state thereof or any other country or any political subdivision thereof and (B) all renewals thereof), including without limitation each Copyright registration listed on Schedule C-1 hereto;

vi. **Copyright Licenses.** Copyright Licenses, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term "Copyright Licenses" means and includes any written agreement granting to any person any right to use or exploit any Copyright or Copyright registration of another person), including without limitation the agreements described in Schedule C-2 hereto, and all royalties and other sums due or to become due under or in respect of the Grantor's Copyright Licenses, together with the right to sue for and collect all such royalties and other sums; and

vii. **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including without limitation (A) any claim of the Grantor against third parties for damages by reason of past, present or future infringement of any Patent or any Patent licensed under any Patent License, (B) any claims by the Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any Trademark License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any Trademark License, (C) any claim of the Grantor against third parties for damages by reason of past, present or future infringement of any Copyright or any Copyright licensed under any Copyright License, and (D) any claim of the Grantor against third parties for damages by reason of past, present or future infringement of any Copyright or any Copyright licensed under any Copyright License, and (E) any claim by the

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Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clauses (A), (B), (C) and (D);

all of the foregoing being herein sometimes referred to as the "Collateral";

(2) provided, however, the Collateral described above shall not include any interest of the Grantor in any contract, license, permit or similar general intangible if the granting of a security interest therein is prohibited by the terms of the written agreement creating or evidencing such contract, license, permit or similar intangible, provided, further, that, notwithstanding anything set forth in the proviso set forth above to the contrary, to the extent not prohibited by law, Agent, for the ratable benefit of the Secured Parties, shall at all times have a security interest in all rights of the Grantor to payments of money due or to become due under any such contract, license, permit or similar general intangible, and all proceeds thereof, and, if and when the prohibition which prevents the granting of a security interest in any such property is removed, terminated or otherwise becomes unenforceable as a matter of law, Agent will be deemed to have, and at all times to have had, for the ratable benefit of the Secured Parties, a security interest in such property and the Collateral will be deemed to include, and at all times to have included, such property; and

(3) in furtherance of granting such security interests, grants, bargains, sells, transfers, conveys and assigns as security to Agent, for the ratable benefit of the Secured Parties, the Patents, the Patent Licenses, the Copyrights and the Copyright Licenses. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by the Grantor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as any Grantor Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of Agent, for the ratable benefit of the Secured Parties, on such Intent-To-Use Application as collateral security for the Secured Obligations.

(b) This Agreement, including the security interest granted hereunder, is made and given to secure, and shall secure, the prompt payment or performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations.

Section 2. **Continuing Agreement; Termination and Release.** This Agreement is made for collateral purposes only. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Obligations shall have been indefeasibly paid and satisfied and all commitments of Agent

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and the Note Purchasers under the Note Purchase Agreement have been terminated. Upon such termination of this Agreement, Agent shall, upon the request and at the expense of the Grantor, forthwith release, assign and transfer, without recourse, and, to the extent applicable, deliver, against receipt and without recourse to Agent, such of the Collateral as may then be in the possession of Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof to or on the order of the Grantor. Said release, assignment, transfer and delivery shall include an instrument in form recordable in the United States Patent and Trademark Office and the United States Copyright Office by which Agent shall terminate, release and, without representation, recourse or warranty, reassign to the Grantor all of its respective rights in each Patent, Patent License, Trademark, Trademark License, Copyright and Copyright License, including each registration thereof and application therefor, conveyed and transferred to Agent pursuant to this Agreement.

Section 3. **No Release**. Nothing set forth in this Agreement shall relieve the Grantor from the performance of any term, covenant, condition or agreement on the Grantor's part to be performed or observed under or in respect of any of the Collateral or from any liability to any party under or in respect of any of the Collateral or impose any obligation on Agent to perform or observe any such term, covenant, condition or agreement on the Grantor's part to be so performed or observed or impose any liability on Agent for any act or omission on the part of the Grantor relative thereto or for any breach of any representation or warranty on the part of the Grantor contained in this Agreement or under or in respect of the Collateral or made in connection herewith or therewith.

Section 4. **Use of Collateral**. Notwithstanding anything to the contrary contained herein, until an Event of Default has occurred and is continuing and until otherwise notified by Agent, the Grantor may continue to exploit, license, use, enjoy and protect the Collateral throughout the world and Agent shall from time to time execute and deliver, upon written request of the Grantor, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of the Grantor to enable the Grantor to continue to exploit, license, use, enjoy and protect the Collateral throughout the world. In furtherance of the foregoing but subject to Sections 9 and 10 hereof and any superior rights of third parties not in derogation of this Agreement, Grantor hereby grants to Agent, for the benefit of the Secured Parties, a non-exclusive, perpetual, world-wide, royalty-free right and license, with the right to exploit, license, use, enjoy and protect the Patents, the Patent Licenses, the Copyrights and the Copyright Licenses upon the occurrence and during the continuance of any Event of Default for any and all purposes in connection with Agent's exercise of remedies hereunder.

Section 5. **Representations and Warranties of the Grantor.** The Grantor hereby represents and warrants to Agent, for the ratable benefit of the Secured Parties, as follows:

(a) The Grantor is, and, as to the Collateral acquired by it from time to time after the date hereof, the Grantor will be, the owner or, as applicable, licensee of all the Collateral. The Grantor's rights in the Collateral are and shall remain free and clear of any

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lien, pledge, security interest, encumbrance, assignment, collateral assignment or charge of any kind, including without limitation any filing of, or agreement to file, a financing statement as Grantor under the Uniform Commercial Code or any similar statute, except for the lien and security interest created by this Agreement and Permitted Liens. Except for the Permitted Liens, the Grantor has made no previous assignment, conveyance, transfer or agreement in conflict with the liens granted hereby. The Grantor further represents and warrants to Agent, for the ratable benefit of the Secured Parties, that Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto, respectively, are true and correct lists of all Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses owned or used by the Grantor as of the date hereof and that Schedules A-1, A-2, B-1, B-2, C-1 and C-2 are true and correct with respect to the matters set forth therein as of the date hereof.

(b) The Grantor has made all reasonably necessary filings and recordations to protect its interests in the Collateral.

(c) The Grantor owns directly or has rights to use all the Collateral and all rights with respect to any of the foregoing used in or necessary for the business of the Grantor in the ordinary course as presently conducted, except for such Collateral the lack of which could not reasonably be expected to have a Material Adverse Effect. The use of the Collateral and all rights with respect to the foregoing by the Grantor does not, to the actual knowledge of the Grantor, infringe on the rights of any party, nor has any claim of such infringement been made, except for such Collateral the lack of which could not reasonably be expected to have a Material Adverse Effect.

(d) Upon the filing of financing statements including the Collateral in the appropriate offices under the Uniform Commercial Code, and the filing of this Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, this Agreement will create a valid and duly perfected lien on and security interest in the Collateral which is registered in and with the United States of America effective against purchasers from and creditors of the Grantor, subject to no prior liens or encumbrances other than Permitted Liens.

Section 6. **Covenants and Agreements of the Grantor**. The Grantor hereby covenants and agrees with Agent, for the ratable benefit of the Secured Parties, as follows:

(a) On a continuing basis, the Grantor will, at the expense of the Grantor, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places within the United States of America, all such instruments, including without limitation appropriate financing and continuation statements and collateral agreements, and take all such action as may reasonably be deemed necessary or advisable by Agent (i) to carry out the intent and purposes of this Agreement, (ii) to assure and confirm to Agent the grant or perfection of the security interest in the Collateral intended to be created hereby, subject to no prior Liens or encumbrances other than Permitted Liens, for the ratable benefit of the Secured Parties or

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(iii) to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral.

(b) Without limiting the generality of the foregoing paragraph (a) of this Section 6, the Grantor (i) will not enter into any agreement that would impair or conflict with the Grantor's obligations hereunder; (ii) will, promptly following its becoming aware thereof, notify Agent of (x) any final adverse determination in any proceeding in the United States Patent and Trademark Office or the United States Copyright Office or (y) the institution of any proceeding or any adverse determination in any federal, state, local or foreign court or administrative body regarding the Grantor's claims of ownership in or right to use any of the Collateral, its right to register any such Collateral or its right to keep and maintain such registration; (iii) will preserve and maintain all rights in the Collateral, unless no longer used in the ordinary course of the Grantor's business or no longer deemed necessary to the Grantor's business; (iv) will not grant or permit to exist any lien or encumbrance upon or with respect to the Collateral or any portion thereof except Permitted Liens and will not execute any security agreement or financing statement covering any of the Collateral except in favor of Agent, for the ratable benefit of the Secured Parties; (v) will not permit to lapse or become abandoned (unless no longer used in the ordinary course of the Grantor's business or no longer deemed necessary to the Grantor's business), or settle or compromise any pending or future material litigation or material administrative proceeding with respect to any Collateral without the prior written consent of Agent, or, except for licenses of Collateral in the ordinary course of business, contract for sale or otherwise sell, convey, assign or dispose of, or grant any option with respect to, the Collateral or any portion thereof; (vi) upon the Grantor obtaining knowledge thereof, will promptly notify Agent in writing of any event that could have a Material Adverse Effect on the value of any of the Collateral, the ability of the Grantor or Agent to dispose of any such Collateral or the rights and remedies of Agent in relation thereto, including without limitation a levy or threat of levy or any legal process against any such Collateral; (vii) will diligently keep reasonable records respecting the Collateral; (viii) hereby authorizes Agent, in its sole discretion, to file one or more financing or continuation statements relative to all or any part of the Collateral without the signature of the Grantor where permitted by law; (ix) will furnish to Agent from time to time statements and schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as Agent may reasonably request, all in reasonable detail; (x) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, licenses fees and similar taxes or impositions payable in respect of the Collateral except to the extent being contested in good faith by appropriate proceedings which prevent the enforcement of the matter being contested (and for which the Grantor has established adequate reserves) and do not interfere with the business of the Grantor in the ordinary course or unless no longer necessary to the Grantor's business; and (xi) comply in all material respects with all laws, rules and regulations applicable to the Collateral.

(c) If, before the Obligations shall have been indefeasibly paid and satisfied in full in cash and all commitments of Agent and the Note Purchasers under the Note Purchase Agreement have been terminated, the Grantor shall obtain any rights to or become entitled to the benefit of any new Patent, patent application, service mark, trade name, Trademark,

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trademark application, trademark registration, Copyright, copyright application, copyright registration, license renewal or extension, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and the same shall automatically constitute Collateral and be and become subject to the assignment, lien and security interest created hereby, as the case may be, without further action by any party, all to the same extent and with the same force and effect as if the same had originally been Collateral hereunder. If the Grantor so obtains or becomes entitled to any of the rights described above, the Grantor shall promptly give written notice thereof to Agent. The Grantor agrees to confirm the attachment of the lien and security interest created hereby to any such rights described above by execution of instruments, including, but not limited to, instruments for recordation with the United States Patent and Trademark Office and the United States Copyright Office, in form and substance acceptable to Agent.

(d) The Grantor shall promptly notify Agent of any future Collateral and, upon receipt of such notice by Agent, Schedules A-1, A-2, B-1, B-2, C-1 and C-2 hereto shall be deemed amended to include reference to any such future Collateral.

(e) The Grantor shall prosecute diligently applications for the Patents, Trademarks and Copyrights now or hereafter pending and make application on unpatented but patentable inventions and registrable but unregistered Trademarks and Copyrights, that, in each case, in the Grantor's reasonable judgment would be materially beneficial to the business of the Grantor in the ordinary course as presently, and as now contemplated will be, conducted, file and prosecute opposition and cancellation proceedings and perform all acts necessary to preserve and maintain all rights in the Collateral, unless as to any Patent, Trademark or Copyright, in the reasonable judgment of the Grantor, such Patent, Trademark or Copyright has become immaterial or obsolete to such business of the Grantor. Any expenses incurred in connection with such actions shall be borne by the Grantor.

(f) The Grantor shall not abandon any right to file any material patent application, trademark application, service mark application, copyright application, Patent, Trademark or Copyright without the prior written consent of Agent.

Section 7. **Supplements; Further Assurances**. The Grantor (i) agrees it will join with Agent in executing and, at the Grantor's own expense, file and refile, or permit Agent to file and refile, such financing statements, continuation statements and other instruments and documents (including without limitation this Agreement) in such offices (including without limitation the United States Patent and Trademark Office and the United States Copyright Office) as Agent may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to Agent, for the ratable benefit of the Secured Parties, hereunder and (ii) hereby authorizes Agent to file and refile such instruments and documents and any other instruments or documents related thereto without the signature of the Grantor where permitted by law and (iii) agrees to do such further acts and things, and to execute and deliver to Agent such additional instruments and documents, as Agent may reasonably require to carry into effect the purposes of this Agreement or to

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better assure and confirm unto Agent its rights, powers and remedies hereunder. All of the foregoing are to be at the sole cost of the Grantor. Any reasonable costs of the foregoing incurred by Agent shall be payable by the Grantor upon demand, together with interest thereon from the date of incurrence until so paid, and shall constitute additional Secured Obligations.

Section 8. **Agent May Perform**. If the Grantor fails to perform any agreement contained herein after receipt of a written request to do so from Agent, Agent may itself (upon ten (10) days' prior written notice to the Grantor unless Agent in good faith determines that immediate payment or performance is reasonably necessary to protect or preserve the Collateral), but shall not be obligated to, perform, or cause performance of, such agreement, and the reasonable expenses of Agent, including the reasonable fees and expenses of its counsel, so incurred in connection therewith shall be payable by the Grantor.

Section 9. **Remedies**. Upon the occurrence and during the continuation of any Event of Default, Agent shall have, in addition to all other rights provided herein, in the Security Documents, in the Note Purchase Agreement or by law, the rights and remedies of a secured party under the Uniform Commercial Code, and further Agent may, with ten (10) day's prior notice to Grantor and without demand and without advertisement, hearing or process of law, all of which the Grantor hereby waives, at any time or times, sell and deliver any or all of the Collateral at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as Agent deems advisable, in its sole discretion. At any public sale, or, to the extent permitted by applicable law, at any private sale, made pursuant to this Section 9, Agent, for the ratable benefit of the Secured Parties, may bid for or purchase, free from any right of redemption, stay or appraisal and all rights of marshalling or otherwise on the part of the Grantor (all said rights being also hereby waived and released by the Grantor to the fullest extent permitted by law), the Collateral and any other security for the Secured Obligations, and may make payment on account thereof by using any claim then due and payable to Agent, for the ratable benefit of the Secured Parties, from the Grantor as a credit against the purchase price, and Agent may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to the Grantor therefor. In addition to all other sums due Agent, for the ratable benefit of the Secured Parties, hereunder, the Grantor shall pay Agent all reasonable costs and expenses incurred by Agent, including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of the Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against Agent, any Note Purchaser or the Grantor concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations.

Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default, Agent may to the full extent permitted by applicable law, with ten (10) days' prior notice to the Grantor, and without advertisement, hearing or process of law of any kind, all of which the Grantor hereby waives, (i) exercise any and all rights as beneficial and legal owner of the Collateral, including without limitation any and all consensual rights and powers with respect to the Collateral and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use, any or all of the

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Collateral or any part hereof, in each case free of all rights and claims of the Grantor therein and thereto, but subject to any existing licenses in the Collateral permitted under the terms of this Agreement. In that connection, Agent shall have the right to cause any or all of the Collateral to be transferred of record into the name of Agent or its nominee as well as the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as Agent may deem to be necessary or appropriate to comply with any law, rule or regulation, whether federal, state or local, having applicability to the sale or assignment and (ii) requirements for any necessary governmental approvals.

Failure by Agent to exercise any right, remedy or option under this Agreement or any other agreement between the Grantor, Agent and/or the Note Purchasers or provided by law, or delay by Agent in exercising the same, shall not operate as a waiver; no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. Neither Agent nor any party acting as attorney for Agent shall be liable hereunder for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct. The rights and remedies of Agent under this Agreement shall be cumulative and not exclusive of any other right or remedy which Agent may have.

Agent, for the ratable benefit of the Secured Parties, shall have and be entitled to exercise all rights, remedies and powers hereunder, together with such powers as are reasonably incidental thereto under the Note Purchase Agreement, as Agent may elect from time to time.

Section 10. **Power of Attorney**. The Grantor hereby irrevocably appoints Agent, its nominee, or any other person whom Agent may designate as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor, Agent or otherwise, upon the occurrence and during the continuation of any Event of Default, or if the Grantor fails to perform any agreement contained herein within ten (10) days after Agent's written request, then to the extent necessary to enable Agent to perform such agreement itself, from time to time in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation to record an assignment of the Trademarks and Trademark Licenses, if any, to Agent, for the ratable benefit of the Secured Parties, with the United States Patent and Trademark Office, to prosecute diligently any Patent, Trademark or Copyright or any application for Patents, Trademarks or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been indefeasibly paid in full, to make application on unpatented but patentable inventions and registrable but unregistered Trademarks or Copyrights, to file and prosecute opposition and cancellation proceedings, to do all other acts necessary or desirable to preserve all rights in Collateral and otherwise to file any claims or take any action or institute any proceedings which Agent may deem necessary or desirable to accomplish the purpose of this Agreement. The Grantor hereby ratifies and approves all acts of any such attorney and agrees that neither Agent nor any such attorneys will be liable for any acts or omissions nor for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct.

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The foregoing power of attorney, being coupled with an interest, is irrevocable until the Obligations have been indefeasibly paid and satisfied.

Section 11. **Application of Proceeds**. The proceeds of any sale of Collateral pursuant to this Agreement or otherwise, and any Collateral consisting of cash, shall be applied after receipt by Agent as set forth in Section 20 of the Security Agreement.

Section 12. **Miscellaneous**.

(a) The Grantor hereby indemnifies Agent for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, reasonable costs, reasonable expenses or disbursements (including reasonable attorneys' fees) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against Agent, in any way relating to or arising out of, directly or indirectly, (i) the manufacture, use or sale or other disposition of products or processes utilizing or embodying any Collateral (in the case of inventory, solely to the extent manufactured by or on behalf of the Grantor) or (ii) any transactions contemplated hereby or any enforcement of the terms hereof, including, but not limited to, any action of, or failure to act by, Agent in connection with this Agreement; provided, however, that the Grantor shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of Agent.

(b) All communications hereunder shall be in writing and shall be given to the relevant party, and shall be deemed to have been made when given to the relevant party, in accordance with the Note Purchase Agreement.

(c) In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(d) This Agreement shall be deemed to have been made in this State of New York and shall be governed by and construed in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(e) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument.

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(f) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of Agent that are contained in this Agreement shall bind and inure to the benefit of its respective successors and assigns. The Grantor may not assign or transfer any of its respective rights or obligations hereunder without the prior written consent of Agent.

(g) EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION, ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF AGENT RELATING TO THE ADMINISTRATION OF THE NOTES OR ENFORCEMENT OF THE LOAN DOCUMENTS AND AGREES THAT IT WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE GRANTOR AGREES THAT THE TERMS HEREOF SHALL SUPERSEDE AND REPLACE ANY PRIOR AGREEMENT RELATED TO ARBITRATION OF DISPUTES BETWEEN THE PARTIES CONTAINED IN ANY LOAN DOCUMENT OR ANY OTHER DOCUMENT OR AGREEMENT HERETOFORE EXECUTED IN CONNECTION WITH, RELATED TO OR BEING REPLACED, SUPPLEMENTED, EXTENDED OR MODIFIED BY THIS AGREEMENT. Except as prohibited by law, the Grantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Grantor (a) certifies that neither Agent nor any representative, agent or attorney of Agent has represented, expressly or otherwise, that Agent would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement and (b) acknowledges that, in entering into the Note Purchase Agreement and the other Loan Documents to which Agent and/or any Note Purchaser is a party, Agent is relying upon, among other things, the waivers and certifications contained in this Section 12.

[signatures on following pages]

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed as of the date first above written.

GRANTOR:

BALANCE BAR COMPANY

By: _____
Name: DENNIS TORTORA
Title: CHIEF FINANCIAL OFFICER

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Accepted and agreed to by Agent as of the date first above written.

AGENT:

HSBC MEZZANINE PARTNERS USA, L.P.,
as Administrative Agent and Collateral Agent,
for the ratable benefit of the Note Purchasers

By: HSBC Mezzanine Investors USA, L.P.,
its General Partner

By: HSBC Mezzanine GP, LLC,
its General Partner

By: HSBC CAPITAL (USA) INC.,
its Managing Partner

By: _____
Name: Will Henderson
Title: Assistant Vice President

By: _____
Name: N/A
Its:

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SCHEDULE A-1

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Numbers
And Pending Patent Application Numbers

None.

SCHEDULE A-2

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Licenses

None.

SCHEDULE B-1

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Trademarks
And Trademark Applications

Registered Trademarks		Registration Reg. No.	Date Granted
United States of America	B KIDS	3694017	6-Oct-2009
United States of America	BALANCE	2745850	5-Aug-2003
United States of America	BALANCE +	2652365	19-Nov-2002
United States of America	BALANCE BAR	3036771	27-Dec-2005
United States of America	BALANCE BAR	2659753	10-Dec-2002
United States of America	BALANCE BAR GOLD	2999244	20-Sep-2005
United States of America	BALANCE BAR. GRAB LIFE	3004988	4-Oct-2005
United States of America	BALANCE BARE	3436917	27-May-2008
United States of America	BALANCE GOLD	2636101	15-Oct-2002
United States of America	BALANCE OUTDOOR	2868192	3-Aug-2004
United States of America	BALANCE PURE	3760265	16-Mar-2010
United States of America	CARBWELL	2939897	12-Apr-2005
United States of America	GRAB LIFE	3035144	27-Dec-2005
United States of America	NEVER BE OUT OF BALANCE	2998506	20-Sep-2005

Australia	CARBWELL	990351	24-Feb-2004
Australia	CARBWELL STYLIZED	1130542	18-Aug-2006
Brazil	TOTAL BALANCE	821443810	28-Jun-2005
Canada	BALANCE	532376	8-Sep-2000
Canada	BALANCE DESIGN	554036	20-Nov-2001
Canada	BALANCE, THE COMPLETE NUTRITIONAL FOOD	499155	25-Aug-1998
Canada	BALANCE, THE COMPLETE NUTRITIONAL FOOD	511147	27-Apr-1999
Canada	BALANCE GOLD	573240	8-Jan-2003
China	BALANCE (STYLIZED) (OUTLINED)	1567474	7-May-2001
Colombia	BALANCE (STYLIZED) (OUTLINED)	239033	17-May-2001
Cyprus	BALANCE (STYLIZED) (OUTLINED)	59089	19-Jan-2001
Cyprus	BALANCE (STYLIZED) (OUTLINED)	59091	25-Nov-2005
Cyprus	BALANCE (STYLIZED) (OUTLINED)	59090	25-Nov-2005
Czech Republic	BALANCE (STYLIZED) (OUTLINED)	239054	6-Oct-1999
Egypt	BALANCE (STYLIZED)	145867	14-Jun-2007
European Union	40-30-30 BALANCE	347948	30-Aug-1996

European Union	BALANCE (STYLIZED) (OUTLINED)	1050905	18-Jan-1999
European Union	BALANCE BAR	8517377	22-Feb-2010
European Union	BALANCE GOLD	1453240	10-Jan-2000
European Union	TOTAL BALANCE	1035641	6-Jan-1999
France	CARBWELL	43310709	1-Sep-2004
Iceland	BALANCE (STYLIZED) (OUTLINED)	366/2001	30-Mar-2001
Israel	BALANCE	130312	4-Dec-2001
Japan	BALANCEBAR	4590204	26-Jul-2002
Japan	CARBWELL	4812901	22-Oct-2004
Japan	GREAT TASTING BALANCEBAR	4597698	23-Aug-2002
Japan	TOTAL BALANCE	4579705	21-Jun-2002
Korea (South)	CARBWELL	632303	21-Sep-2005
Mexico	BALANCE GOLD	906891	28-Sep-2005
Mexico	BALANCE GOLD	901971	31-Oct-2005
New Zealand	CARBWELL	708614	24-Feb-2004
Norway	BALANCE (STYLIZED) (OUTLINED)	213133	7-Feb-2002
Sweden	CARBWELL	373363	24-Jun-2005

Pending Trademark Applications		Application Serial No.	Filing Date
United States of America	BALANCE BAR	85/099118	3-Aug-2010
United States of America	BALANCE BAR	85/099106	3-Aug-2010
United States of America	BALANCE	85/099094	3-Aug-2010
United States of America	BALANCE	85/099089	3-Aug-2010
United States of America	WITHIN	85/157093	20-Oct-10
United States of America	WITHIN	85/157087	20-Oct-10
Canada	BALANCE	1492749	18-Aug-2010
Canada	BALANCE BAR	1492750	18-Aug-2010
Venezuela	BALANCE (STYLIZED) (OUTLINED)	17270/99	5-Oct-1999

Note: Balance Bar Company also owns the following registrations and applications (none of which is material to the Business) but has not actively maintained or prosecuted them; accordingly, they will be allowed to lapse in due course:

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Mexico	BALANCE GOLD	359995	13-Jan-99	616069	25-Jun-09	Registered
Mexico	BALANCE GOLD	359996	13-Jan-99	614482	21-Jun-99	Registered
Philippines	BALANCE (STYLIZED)	4-1999-007703	8-Oct-1999	4-1999-007703	18-Jan-04	Registered
Saudi Arabia	BALANCE (STYLIZED) (OUTLINED	62461	5-Feb-00			Pending (Rejected)

SCHEDULE B-2

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Licenses

None.

SCHEDULE C-1

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Copyrights and Copyright Applications

None.

SCHEDULE C-2

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Licenses

None.