

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
INE Acquisition Sub, LLC		11/23/2010	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Integris Global, L.P.
Street Address:	8312 Sterling St
City:	Irving
State/Country:	TEXAS
Postal Code:	75063
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	Nutritional Equities, L.P.
Street Address:	8312 Sterling St
City:	Irving
State/Country:	TEXAS
Postal Code:	75063
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3152916	RISOTRIENE
Registration Number:	3054296	KONA GOLD
Registration Number:	3495974	LIFE SOLUBLES
Registration Number:	2634935	ADIEU
Registration Number:	2648189	NUTRAJUICE
Registration Number:	2756326	E7
Registration Number:	2750572	CLEANZYME
Registration Number:	2550230	EVERLASTING

OP \$390.00 3152916

Registration Number:	2410143	LIV-LONG
Registration Number:	2463198	THE ONLY WHEY
Registration Number:	2535897	IGNITE
Registration Number:	3178201	INTEGRITRIM
Registration Number:	3050373	VICTORY SEVEN
Registration Number:	3141283	V7 VICTORY SEVEN
Registration Number:	2069893	INTEGRIS

CORRESPONDENCE DATA

Fax Number: (972)733-3119
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: mhoon@jonesdavis-law.com
Correspondent Name: Melissa A. Hoon
Address Line 1: 15851 Dallas Parkway, Suite 1220
Address Line 4: Addison, TEXAS 75001

NAME OF SUBMITTER:	Melissa A. Hoon
Signature:	/melissa hoon/
Date:	11/24/2010

Total Attachments: 3
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MEMORANDUM OF SECURITY AGREEMENT

This Memorandum of Security Agreement ("Memorandum") is entered into as of the 23rd day of November 2010 (the "Effective Date") by and between **INE Acquisition Sub, LLC**, a Nevada limited liability company (the "Debtor"), and **Integris Global, L.P.**, a Texas limited partnership and **Nutritional Equities, L.P.**, a Texas limited partnership (collectively, the "Secured Party").

WITNESSETH:

WHEREAS, Debtor executed a Promissory Note dated September 30, 2010 (the "Note") payable to the Secured Party for the payment of installments under the terms and conditions as set forth in the Note;

WHEREAS, Debtor and Secured Party entered into a certain Security Agreement dated September 30, 2010 (the "Security Agreement") under which Debtor granted to Secured Party a security interest in certain assets of Debtor, including certain trademarks registered with the United States Patent and Trademark Office (the "USPTO") as more particularly described on Exhibit "A" attached hereto (collectively, the "Registrations"); and

WHEREAS, Debtor has agreed to execute and deliver any additional documents to carry out the provisions and effectuate the intent of the Security Agreement, including the recording of any instruments necessary with the USPTO to reflect the Secured Party's security interest in the Registrations.

AGREEMENT:

NOW, THEREFORE, BE IT KNOWN that this Memorandum is presented for recording to the USPTO by Secured Party, and the Secured Party state as follows:

1. Notice is hereby given that Debtor and Secured Party have entered into the Security Agreement, by which Debtor has granted a security interest in certain assets of Debtor, including, but not limited to, the Registrations, in order to secure the Debtor's performance of its obligations as described in the Security Agreement and the Note.

2. This Memorandum is executed and shall be recorded with the USPTO in accordance with the terms, conditions, covenants and agreements contained in the Security Agreement. This Memorandum shall not have the effect of modifying, supplementing, or abridging the Security Agreement or any of its provisions as the same are now and may hereafter be in effect.


3. In event that the Security Agreement is in the future amended or supplemented by written instrument executed by the parties in interest hereto or shall be assigned or terminated, then without any further instrument whatsoever, this Memorandum shall likewise and to the same extent be amended, assigned or terminated, as the case may be.

4. This Memorandum shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

In WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date set forth above.

DEBTOR:


INE Acquisition Sub, LLC,
a Nevada limited liability company

By: 
Printed Name: Mark E. Adams
Title: President

SECURED PARTY:

Nutritional Equities, L.P.,
a Texas limited partnership

By: Nutritional Equity Holdings, LLC,
a Texas limited liability company
Its: General Partner

By: 
Printed Name: J. LARRY CANTRELL
Title: Partner

Integrus Global, L.P.,
a Texas limited partnership

By: Integrus Global Management, LLC,
a Texas limited liability company
Its: General Partner

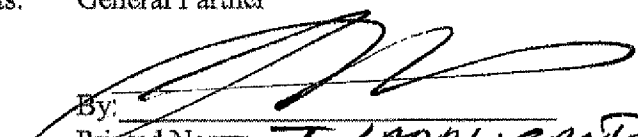
By: 
Printed Name: J. LARRY CANTRELL
Title: Partner

EXHIBIT "A"

TRADEMARK REGISTRATIONS

Trademark	Serial No.	Registration No.
RISOTRIENE	78/547191	3,152,916
KONA GOLD	78/546889	3,054,296
LIFE SOLUBLES	78/546870	3,495,974
ADIEU	76/336805	2,634,935
NUTRAJUICE	76/134204	2,648,189
E7	78/176113	2,756,326
CLEANZYME	78/175952	2,750,572
EVERLASTING	75/308419	2,550,230
LIV-LONG	75/716142	2,410,143
THE ONLY WHEY	75/617129	2,463,198
IGNITE	76/084423	2,535,897
INTEGRITRIM	78/569524	3,178,201
VICTORY SEVEN	78/548676	3,050,373
V7 VICTORY SEVEN	78/550952	3,141,283
INTEGRIS	75/142112	2,069,893