

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atkins Nutritionals, Inc.		12/08/2010	CORPORATION: NEW YORK
Bora Bora, Ltd.		12/08/2010	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Ableco, L.L.C., as collateral agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2699457	ATKINS
Registration Number:	2708481	ATKINS
Registration Number:	2689974	ATKINS
Registration Number:	2828890	A ATKINS ENDULGE
Registration Number:	2689975	A ATKINS
Registration Number:	2912139	THE ORIGINAL LOW CARB LIFESTYLE
Registration Number:	2918447	A ATKINS ADVANTAGE
Registration Number:	2905655	NET CARBS G
Registration Number:	2967774	ATKINS AM CLEANSE
Registration Number:	3108398	A ATKINS QUICK QUISINE
Registration Number:	3276454	COFFEE BREAK
Registration Number:	3041807	ATKINS ENDULGE
Registration Number:	3041808	ATKINS ADVANTAGE

CH \$390.00 2699457

Serial Number:	85043652	ATKINS
Registration Number:	3550245	BORA BORA

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2494
Email: watt.wanapha@srz.com
Correspondent Name: W. Wanapha c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1014
NAME OF SUBMITTER:	Watt Wanapha (c/m 014951-1014)
Signature:	/kc for ww/
Date:	12/09/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of December 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO, L.L.C., a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors, and assigns, if any, in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of December 8, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement") among ATKINS HOLDINGS LLC, a Georgia limited liability company (the "Parent"), ATKINS NUTRITIONALS INC., a New York corporation ("Borrower"), each Subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (such Subsidiaries, together with the Parent, each a "Guarantor" and individually and collectively and jointly and severally, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and Steel City Capital Funding, a division of PNC Bank, National Association, as administrative agent for the Lenders (together with its successors and assigns, if any, in such capacity, "Administrative Agent"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated 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 the extent applicable, to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement.

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, subject to and upon the terms and conditions contained in the Security Agreement, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Without limiting the generality of any provision of any Loan Document granting any Lien to Collateral Agent, each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its United States Trademark registrations and applications (excluding any "intent to use" trademark and service mark applications for which a statement of use or amendment to allege use has not been filed under 15 U.S.C. Section 1051(d) or 15 U.S.C. Section 1051(c), respectively) and material Trademark Intellectual Property Licenses, including those referred to on Schedule I hereto;
 - (b) all goodwill with respect to the foregoing;
 - (c) all extensions or renewals of the foregoing;

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

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any United States Trademark or any United States Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any United States Trademark or any United States Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lender Group, or any of them, 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any new United States registered trademarks or applications therefor of Grantors. 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 Collateral Agent'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, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document 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 or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document 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). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained

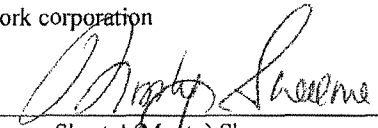
herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

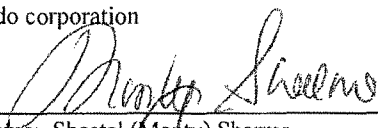
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

ATKINS NUTRITIONALS, INC.,
a New York corporation

By: 
Name: Sheetal (Monty) Sharma
Title: President

BORA BORA, LTD.,
a Colorado corporation

By: 
Name: Sheetal (Monty) Sharma
Title: President

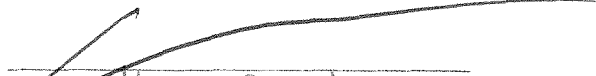
COLLATERAL AGENT:

ABLECO, L.L.C.

By:

Name:

Title:


Kevin Genda
Senior managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Atkins Nutritionals, Inc.	United States	ATKINS	76/225,468 2,699,457	3/16/01 3/25/03
Atkins Nutritionals, Inc.	United States	ATKINS	76/225,469 2,708,481	3/16/01 4/22/03
Atkins Nutritionals, Inc.	United States	ATKINS	76/225,470 2,689,974	3/16/01 2/25/03
Atkins Nutritionals, Inc.	United States	ATKINS ENDULGE	76/225,471 2,828,890	3/16/01 4/6/04
Atkins Nutritionals, Inc.	United States	ATKINS A Logo	76/225,472 2,689,975	3/16/01 2/25/03
Atkins Nutritionals, Inc.	United States	THE ORIGINAL LOW CARB LIFESTYLE	76/504,350 2,912,139	4/8/03 12/21/04
Atkins Nutritionals, Inc.	United States	A ATKINS ADVANTAGE & Design	76/504,608 2,918,447	4/8/03 1/18/05
Atkins Nutritionals, Inc.	United States	NET CARB NET CARB & Design	76/504,621 2,905,655	4/8/03 11/30/04
Atkins Nutritionals, Inc.	United States	ATKINS AM CLEANSE	76/514,900 2,967,774	5/16/03 7/12/05
Atkins Nutritionals, Inc.	United States	ATKINS QUICK CUISINE & Design	76/563,972 3,108,398	12/8/03 6/27/06
Atkins Nutritionals, Inc.	United States	COFFEE BREAK	78/535,009 3,276,454	12/18/04 8/7/07
Atkins Nutritionals, Inc.	United States	ATKINS ENDULGE	78/620,073 3,041,807	4/29/05 1/10/06
Atkins Nutritionals, Inc.	United States	ATKINS ADVANTAGE	78/620,112 3,041,808	4/29/05 1/10/06
Atkins Nutritionals, Inc.	United States	ATKINS	85/043,652	5/20/10

Bora Bora Ltd.	United States	BORA BORA	78/685,082 3,550,245	8/3/05 12/23/08
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Trademark License Agreements

- Trademark license agreement between Robert C. Atkins and Atkins Nutritionals, Inc., dated February 15, 2001, for use of the Atkins name and associated trademarks