

**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
Health Directions, LLC		12/21/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Serial Number:	77870837	CONFIDENT CONTROL
Serial Number:	77768059	BRILLIANT MIND
Serial Number:	77865516	TOTAL CARDIOCOVER
Serial Number:	77724586	SLEEK LEGS
Serial Number:	77677933	STRESS MELTS
Serial Number:	77666015	DAILY BALANCE SILHOUETTE
Serial Number:	77664725	STRESS ANSWER
Serial Number:	77658940	BLACK COHOSH MLV
Serial Number:	77625719	SLEEP ANSWER
Serial Number:	77649412	TONALEAN-3
Serial Number:	77579783	RAPID IMMUNE DAILY
Serial Number:	77588015	IFS DEFENSE
Serial Number:	77615648	TRILANE
Serial Number:	77543758	REJUVAMASK

OP \$1040.00 77870837

Serial Number:	77535775	BONE SOLUTIONS
Serial Number:	77526837	TRIPLE LONGEVITY
Serial Number:	77521633	METABO-X
Serial Number:	77432767	ADVANCED NATTOKINASE
Serial Number:	77387824	HARMONY HORMONE BALANCE FOR WOMEN
Serial Number:	77367589	HAIR & NAILS REVITALIZER
Serial Number:	77388935	CARDIO QUALITY
Serial Number:	77362730	FORWARD NUTRITION
Serial Number:	77321581	SOOTHING GI RENEWAL
Serial Number:	77303100	DETOX ADVANTAGE
Serial Number:	77285340	DAILY BALANCE JOINT ANSWER
Serial Number:	77272121	Q10 ANSWER
Serial Number:	77263485	NATTOPLUS
Serial Number:	77215366	BLADDER ANSWER
Serial Number:	77215356	TRIVERATROL PLUS
Serial Number:	77203558	HERBAL SUPERFOOD ENERGIZER
Serial Number:	77203586	ADVANCED PHYTONUTRIENT SHIELD
Serial Number:	77168686	PERIPRO ESSENTIALS
Serial Number:	77100545	VEIN ANSWER
Serial Number:	77063249	NATIVE PHYTONUTRIENTS
Serial Number:	77054930	JOINT ADVANTAGE CLASSIC
Serial Number:	78507440	SIMPLE LIVING
Serial Number:	78472739	DAILY BALANCE BONE REVITALIZER
Serial Number:	77937938	ECKOSUN PLUS
Serial Number:	77963321	PERIVA
Serial Number:	78637735	RIBOBOOST
Serial Number:	77936379	OMEGA DEFENSE

**CORRESPONDENCE DATA**

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: jhannon@kslaw.com  
Correspondent Name: James M. Hannon  
Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding LLP  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009091
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	12/22/2010
Total Attachments: 8 source=HealthDirectionsTSA#page1.tif source=HealthDirectionsTSA#page2.tif source=HealthDirectionsTSA#page3.tif source=HealthDirectionsTSA#page4.tif source=HealthDirectionsTSA#page5.tif source=HealthDirectionsTSA#page6.tif source=HealthDirectionsTSA#page7.tif source=HealthDirectionsTSA#page8.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated December 21, 2010, by HEALTHY DIRECTIONS, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Administrative Agent.

**WITNESSETH:**

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of December 21, 2010, by and among Grantor, PH Holdco, LLC, a Delaware limited liability company, the lenders named therein (the "Lenders"), and General Electric Capital Corporation, as administrative agent for Lenders (the "Administrative Agent") (including all annexes, exhibits and schedules thereto, and as from time to time further amended, restated, supplemented or otherwise modified (the "Credit Agreement"), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, 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, 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals or new filings;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)


infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to that certain Third Master Reaffirmation and Amendment of First Lien Loan Documents, executed as of December 21, 2010 (the "Security Agreement"). Grantor hereby acknowledges and affirms that the rights and remedies of 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, 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.

HEALTHY DIRECTIONS, LLC

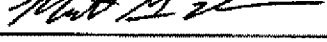
By:   
Name: Laurie Tawney  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004438 FRAME: 0867

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:  \_\_\_\_\_

Name: Matthew G. Bandini

Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004438 FRAME: 0868

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Maryland )

COUNTY OF Montgomery )

ss.

On this 16<sup>th</sup> day of December, 2010, before me personally appeared Laurie Tawney, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Healthy Directions, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said company.

Pamela Moseman  
Notary Public

{seal}

PAMELA MOSEMAN  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires December 19, 2010

[ACKNOWLEDGMENT TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004438 FRAME: 0869



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**A. U.S. Trademarks Registrations and Applications for Registration**

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>	<u>Country</u>
CONFIDENT CONTROL	77/870837	11/12/2009	3865736	10/19/2010	Healthy Directions, LLC	USA
BRILLIANT MIND	77/768059	6/25/2009	3788642	5/11/2010	Healthy Directions, LLC	USA
TOTAL CARDIOCOVER	77/865516	11/5/2009			Healthy Directions, LLC	USA
SLEEK LEGS	77/724586	4/29/2009	3819510	7/13/2010	Healthy Directions, LLC	USA
STRESS MELTS	77/677933	2/25/2009	3750847	2/16/2010	Healthy Directions, LLC	USA
DAILY BALANCE SILHOUETTE	77/666015	2/9/2009	3796911	6/1/2010	Healthy Directions, LLC	USA
STRESS ANSWER	77/664725	2/6/2009	3703493	10/27/2009	Healthy Directions, LLC	USA
BLACK COHOSH MLV	77/658940	1/29/2009	3710463	11/10/2009	Healthy Directions, LLC	USA
SLEEP ANSWER	77/625719	12/3/2008	3694066	10/6/2009	Healthy Directions, LLC	USA
TONALEAN-3	77/649412	1/14/2009	3755924	3/2/2010	Healthy Directions, LLC	USA
RAPID IMMUNE DAILY	77/579783	9/26/2008	3652572	7/7/2009	Healthy Directions, LLC	USA
IFS DEFENSE	77/588015	10/8/2008	3681301	9/8/2009	Healthy Directions, LLC	USA
TRILANE	77/615648	11/17/2008	3677786	9/1/2009	Healthy Directions, LLC	USA
REJUVAMASK	77/543758	8/11/2008	3659203	7/21/2009	Healthy Directions, LLC	USA
BONE SOLUTIONS	77/535775	7/31/2008	3586603	3/10/2009	Healthy Directions, LLC	USA
TRIPLE LONGEVITY	77/526837	7/21/2008	3613741	4/28/2009	Healthy Directions, LLC	USA
METABO-X	77/521633	7/14/2008	3681121	9/8/2009	Healthy Directions, LLC	USA

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

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**TRADEMARK  
REEL: 004438 FRAME: 0870**

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>	<u>Country</u>
ADVANCED NATTOKINASE	77/432767	3/27/2008	3652198	7/7/2009	Healthy Directions, LLC	USA
HARMONY HORMONE BALANCE FOR WOMEN	77/387824	2/4/2008	3644423	6/23/2009	Healthy Directions, LLC	USA
HAIR & NAILS REVITALIZER	77/367589	1/9/2008	3513987	10/7/2008	Healthy Directions, LLC	USA
CARDIO QUALITY	77/388935	2/6/2008	3724226	12/15/2009	Healthy Directions, LLC	USA
FORWARD NUTRITION	77/362730	1/2/2008	3513982	10/7/2008	Healthy Directions, LLC	USA
SOOTHING GI RENEWAL	77/321581	11/5/2007	3513881	10/7/2008	Healthy Directions, LLC	USA
DETOX ADVANTAGE	77/303100	10/12/2007	3599465	3/31/2009	Healthy Directions, LLC	USA
DAILY BALANCE JOINT ANSWER	77/285340	9/21/2007	3502834	9/16/2008	Healthy Directions, LLC	USA
Q10 ANSWER	77/272121	9/5/2007	3502798	9/16/2008	Healthy Directions, LLC	USA
NATTOPLUS	77/263485	8/24/2007	3422490	5/6/2008	Healthy Directions, LLC	USA
BLADDER ANSWER	77/215366	6/26/2007	3415458	4/22/2008	Healthy Directions, LLC	USA
TRIVERATROL PLUS	77/215356	6/26/2007	3415457	4/22/2008	Healthy Directions, LLC	USA
HERBAL SUPERFOOD ENERGIZER	77/203558	6/12/2007	3742788	1/26/2010	Healthy Directions, LLC	USA
ADVANCED PHYTONUTRIENT SHIELD	77/203586	6/12/2007	3477690	7/29/2008	Healthy Directions, LLC	USA
PERIPRO ESSENTIALS	77/168686	4/30/2007	3493452	8/26/2008	Healthy Directions, LLC	USA
VEIN ANSWER	77/100545	2/6/2007	3419377	4/29/2008	Healthy Directions, LLC	USA
NATIVE PHYTONUTRIENTS	77/063249	12/13/2006	3477281	7/29/2008	Healthy Directions, LLC	USA
JOINT ADVANTAGE CLASSIC	77/054930	12/1/2006	3427572	5/13/2008	Healthy Directions, LLC	USA

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

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**TRADEMARK  
REEL: 004438 FRAME: 0871**

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>	<u>Country</u>
SIMPLE LIVING	78/507440	10/28/2004	3399416	3/18/2008	Healthy Directions, LLC	USA
DAILY BALANCE BONE REVITALIZER	78/472739	8/24/2004	3160142	10/17/2006	Healthy Directions, LLC	USA
ECKOSUN PLUS	77/937938	2/17/2010			Healthy Directions, LLC	USA
PERIVA	77/963321	3/19/2010	3884370	11/30/2010	Healthy Directions, LLC	USA
RIBOBOOST	78/637735	5/26/2005	3195155	1/2/2007	Healthy Directions, LLC	USA
OMEGA DEFENSE	77/936379	2/6/2010			Healthy Directions, LLC	USA

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

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RECORDED: 12/22/2010

TRADEMARK  
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