

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
Fruit of the Earth, Inc.		07/30/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank, as Agent
Street Address:	39200 Six Mile Road
Internal Address:	M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3118549	ALOE MIST
Registration Number:	1835966	ALOE SPORT
Registration Number:	2177139	BLOCK UP
Registration Number:	3177691	BLOCK UP! FULL SPECTRUM
Serial Number:	77458417	CHRONOPLEX
Registration Number:	1558736	COOL BLUE
Registration Number:	1521437	FRUIT OF THE EARTH
Registration Number:	1512285	FRUIT OF THE EARTH
Registration Number:	1522299	FRUIT OF THE EARTH
Registration Number:	2447146	HERBAL ALTERNATIVES
Registration Number:	3477888	LUV THAT SUN
Registration Number:	3735340	SIMILE
Registration Number:	2193491	

OP \$340.00 3118549

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 734-761-3780
Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 201 South Division, Ste. 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	12/21/2010

Total Attachments: 11
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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of July 30 2010, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of July 30, 2010 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), by and among Fruit of the Earth, Inc., a Delaware corporation ("Borrower"), the financial institutions from time to time signatory thereto (each, individually a "Lender," and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of July 30, 2010, to the Secured Party (as amended, restated or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements

listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with Section 13.10 of

the Credit Agreement, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

FRUIT OF THE EARTH, INC.

By: Thomas E. McLaughlin
Its: PRESIDENT

SECURED PARTY:

COMERICA BANK, as Agent

By: Margaret Fanni


Its: Vice President - Texas Division

SCHEDULE 1.1

TRADEMARK COLLATERAL

See attached.

Domestic Trademark Status Report for Fruit of the Earth, Inc.

Mark	Jurisdiction	Int'l Class	Serial No.	Registration Date	Registration No.
ALOE MIST	U.S.	3	78/686,641	07/18/2006	3,118,549
ALOE SPORT	U.S.	3	74/333,807	05/10/1994	1,835,966
BLOCK UP	U.S.	3	75/024,814	07/28/1998	2,177,139
BLOCK UP/ FULL SPECTRUM	U.S.	3	78/310,524	11/28/2006	3,177,691
CHRONOPLEX	U.S.	3	77/458,417		
COOL BLUE	U.S.	5	73/756,748	10/03/1989	1,558,736
FRUIT OF THE EARTH	U.S.	3	73/296,176	01/24/1989	1,521,437
FRUIT OF THE EARTH	U.S.	5, 32	73/389,101	11/15/1988	1,512,285
FRUIT OF THE EARTH & DESIGN	U.S.	3	73/254,999	01/31/1989	1,522,299
HERBAL ALTERNATIVES	U.S.	3	75/979,500	04/24/2001	2,447,146
LUV THAT SUN	U.S.	3	78/284,646	07/29/2008	3,477,888
SIMILE	U.S.	3	78/767,714	01/05/2010	3,735,340
					
SUN DESIGN	U.S.	3	75/315,420	10/06/1998	2,193,491

Foreign Trademark Status Report for Fruit of the Earth, Inc.

Mark	Jurisdiction	Int'l Class	Serial No.	Registration Date	Registration No.
FRUIT OF THE EARTH	Argentina	3	1,848,088	11/30/1993	1,487,224
FRUIT OF THE EARTH	Australia	5	395984	03/31/2004	1,976,632
FRUIT OF THE EARTH	Australia	32	395983	09/13/1991	A395984
FRUIT OF THE EARTH	Australia	3	395985	09/13/1991	A395983
FRUIT OF THE EARTH	Bahamas	42	11034	09/30/1993	A395985
FRUIT OF THE EARTH	Bahamas	48	11004	08/23/1993	11034
FRUIT OF THE EARTH	Bangladesh	3	92028		11004
FRUIT OF THE EARTH	Bangladesh	5	92029		
FRUIT OF THE EARTH	Bangladesh	32	92030		
FRUIT OF THE EARTH	Bermuda	3	10111	01/10/1984	10111
FRUIT OF THE EARTH	Bermuda	32	10492	01/10/1984	10492
FRUIT OF THE EARTH	Brazil	3, 20	811418456	11/18/1986	811418456
ALOE BABY	Canada		790451	12/12/1997	486874
ALOE KIDS	Canada	3	789670	08/11/1997	490078
ALOE SPORT	Canada	3	789669	01/09/1997	468412
BLOCK UP	Canada		810989	10/28/1998	503234
FRUIT OF THE EARTH	Canada		509140	10/30/1992	404203
SMILE	Canada	3, 5, 32	1,284,697		
FRUIT OF THE EARTH	China	3	4669074	10/07/2008	4669074
FRUIT OF THE EARTH	China	5	4669073	10/07/2008	4669073
FRUIT OF THE EARTH	China	32	4669072	03/07/2008	4669072
FRUIT OF THE EARTH	Colombia	3	362472	02/21/1994	147873
FRUIT OF THE EARTH	Costa Rica	3	97,597	08/28/1996	96574
FRUIT OF THE EARTH	Cyprus	3	35219	10/10/1991	835219
FRUIT OF THE EARTH	Czech Republic	3, 5, 32	429842	03/22/2006	279541
FRUIT OF THE EARTH	Djibouti	3, 5, 32	N/A	06/15/2005	116/05/RADM
FRUIT OF THE EARTH	Ecuador	3	3385932	11/04/1993	2686-93
FRUIT OF THE EARTH	El Salvador	3	E-48538-2005		
FRUIT OF THE EARTH	El Salvador	5	E-48540-2005		
FRUIT OF THE EARTH	El Salvador	32	E-18541-2005		
FRUIT OF THE EARTH	Estonia	3, 5, 32	M2005		
FRUIT OF THE EARTH	Ethiopia	3, 5, 32	00997	08/22/2006	42955
FRUIT OF THE EARTH	European Community	3, 5, 32	1610	01/16/2006	5070
FRUIT OF THE EARTH		3, 5, 32	2383487	03/26/2003	2383487

Mark	Jurisdiction	Intl Class	Serial No	Registration Date	Registration No.
PLANT LOGO	European Community	3, 5, 32	2383404	12/19/2002	2383404
SIMILE	European Community	3, 5, 32	4816427		
FRUIT OF THE EARTH	Germany	3	39523259.7	04/11/1996	39523259
FRUIT OF THE EARTH	Greece	3	105176	06/17/1994	105176
FRUIT OF THE EARTH	Guatemala	3	6687-2005	08/07/2006	144.102
FRUIT OF THE EARTH	Guatemala	5	6688-2005	07/17/2006	07/17/2006
FRUIT OF THE EARTH	Guatemala	32	6689-2005	08/02/2006	08/02/2006
FRUIT OF THE EARTH	Honduras	3	23098-05	12/21/2006	99.293
FRUIT OF THE EARTH	Honduras	5	23099-05	11/29/2007	102.976
FRUIT OF THE EARTH	Honduras	32	23100-05	11/28/2007	103.005
FRUIT OF THE EARTH	Hong Kong	3	95/13607	05/29/1998	B06546
FRUIT OF THE EARTH	Hong Kong	32	95-13608	11/17/1997	811309
BLOCK UP	India	3	1334143	05/24/2007	634861
FOTE	India	3, 5, 32	1336114	03/23/2007	1336114
FRUIT OF THE EARTH	India	3, 5, 32	1315989	03/21/2006	1315989
NATURE'S PHARMACY	India	5	1334144		
FRUIT OF THE EARTH	Indonesia	32	D95-21093	08/01/1996	354.757
FRUIT OF THE EARTH	Ireland	3, 5, 32	99/0848	03/09/1999	213747
FRUIT OF THE EARTH	Israel	3	180.845	12/10/2006	180845
FRUIT OF THE EARTH	Israel	5	180.846	05/02/2007	180846
FRUIT OF THE EARTH	Israel	32	180.847	05/02/2007	180847
FRUIT OF THE EARTH	Jamaica	3, 5, 32	49.145	08/30/2006	49.145
FRUIT OF THE EARTH	Japan	3	58-92388	01/23/1989	2106413
FRUIT OF THE EARTH	Japan	32	58-92389	08/19/1987	1974816
FRUIT OF THE EARTH	Japan	3	96-11396	08/15/1997	4045007
BLOCK UPI	South Korea	3	40-2008-6009		
FRUIT OF THE EARTH	South Korea	32	50-2003-2809	03/04/1993	259050
FRUIT OF THE EARTH	South Korea	3	12965	12/07/1992	255601
FRUIT OF THE EARTH	Latvia	3, 5, 32	M-05-11151	11/20/2006	M 57042
FRUIT OF THE EARTH	Lithuania	3, 5, 32	2005.1422	11/17/2006	53308
FRUIT OF THE EARTH	Macau	3	N/017540	10/06/2005	N/017540
FRUIT OF THE EARTH	Macau	5	N/017541	10/06/2005	N/017541
FRUIT OF THE EARTH	Macau	32	N/017542	10/06/2005	N/017542
BLOCK UPI	Malaysia	3	2008/02964		
FRUIT OF THE EARTH	Malaysia	3	2001/14075	09/20/2001	2001/14075
FRUIT OF THE EARTH	Malaysia	5	2001/14079	09/20/2001	2001/14079
FRUIT OF THE EARTH	Malaysia	32	2001/14078	09/20/2001	2001/14078

Mark	Jurisdiction	Int'l Class	Serial No.	Registration Date	Registration No.
PLANT LOGO	Malaysia	3	2001/14077	09/20/2001	2001/14077
PLANT LOGO	Malaysia	5	2001/14074	09/20/2001	01014074
PLANT LOGO	Malaysia	32	2001/14076	09/20/2001	01014076
BLOCK UP	Mexico	3	263526	12/01/1999	634825
FRUIT OF THE EARTH	Mexico	3	101738	05/31/1991	395864
FRUIT OF THE EARTH	Mexico	32	138089	12/01/1992	426890
FRUIT OF THE EARTH	Mexico	3	502700	10/31/2001	722805
FRUIT OF THE EARTH	Morocco	3	49684	10/16/1992	49684
FRUIT OF THE EARTH	(Tranglers) Morocco	3	8627	10/16/1992	8627
FRUIT OF THE EARTH	Myanmar	3, 5, 32	4/6368/2004	08/15/2005	4/6668/2005
FRUIT OF THE EARTH	New Zealand	3, 5, 32	05/27/2005	05/27/2005	730,290
FRUIT OF THE EARTH	Nicaragua	3, 5, 32	2005/01320	01/19/2006	0600078 LM
FRUIT OF THE EARTH	Nigeria	3	5166	07/13/1993	50247
FRUIT OF THE EARTH	Norway	3	923178	04/28/1994	162298
FRUIT OF THE EARTH	Pakistan	3	246346		
FRUIT OF THE EARTH	Pakistan	5	246344		
FRUIT OF THE EARTH	Pakistan	32	246345		
FRUIT OF THE EARTH	Panama	3	54382	09/24/1991	54382
FRUIT OF THE EARTH	Peru	3	155740	12/24/1992	100882
FRUIT OF THE EARTH	Puerto Rico	3	26322	10/15/1991	26922
FRUIT OF THE EARTH	Saudi Arabia	3	97245	05/21/2006	8417
FRUIT OF THE EARTH	Saudi Arabia	32	97247	07/08/2006	85174
FRUIT OF THE EARTH	(O.A.P.I.) Senegal	3, 5, 32	3200500864	07/15/2005	51831
BLOCK UP!	Singapore	3	T08/01929E	02/15/2008	T08/01929E
FRUIT OF THE EARTH	Singapore	3	10383/95	10/30/1995	T95/10383D
FRUIT OF THE EARTH	Singapore	32	S/10384/95	10/30/1995	T95/10384B
FRUIT OF THE EARTH	Slovenia	3, 5, 32	Z9671449	04/23/1997	9671449
FRUIT OF THE EARTH	South Africa	32	83/6898	08/22/1983	83/6898
FRUIT OF THE EARTH	South Africa	3	83/6897	08/22/1983	83/6897
FRUIT OF THE EARTH	Sweden	3	92-05895	12/30/1992	245165
FRUIT OF THE EARTH	Switzerland	3	5131/1992.6	03/26/1993	399,609
FRUIT OF THE EARTH	Taiwan	3	85004948	04/01/1997	755135
FRUIT OF THE EARTH	Tanzania (Zanzibar)	3	519/2005		
FRUIT OF THE EARTH	Tanzania (Zanzibar)	5	520/2005	11/28/2006	520/2005
FRUIT OF THE EARTH	Tanzania (Zanzibar)	32	521/2005		

Mark	Jurisdiction	Int'l Class	Serial No.	Registration Date	Registration No.
FRUIT OF THE EARTH	Tanzania (Tanganyika)	3	519/2005		
	Tanzania (Tanganyika)	5	520/2005		
FRUIT OF THE EARTH	Tanzania (Tanganyika)	32	521/2005		
BLOCK UP!	Thailand	3	686033		
FRUIT OF THE EARTH	Thailand & Trinidad & Tobago	3	318854	12/01/1997	66012
FRUIT OF THE EARTH	Tobago	3, 5, 32	36139	04/10/2007	36139
FRUIT OF THE EARTH	Turkey	3, 5, 32	2005/021233	05/27/2005	2005.21233
FRUIT OF THE EARTH	United Arab Emirates	5	77447	02/25/2007	79915
FRUIT OF THE EARTH	United Kingdom	3	1202325	08/09/1991	1202325
FRUIT OF THE EARTH	United Kingdom	32	1202326	08/23/1991	1202326
FRUIT OF THE EARTH	Uruguay	3	263.658	06/11/1997	263.658
FRUIT OF THE EARTH	Venezuela	32	13525/96	10/31/1997	P-201423
FRUIT OF THE EARTH	Venezuela	3	2868/88	08/02/1992	148339