

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
Captek Holdings LLC		02/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Captek Softgel International, Inc.		02/28/2011	CORPORATION: CALIFORNIA
Winning Laboratories, Inc. dba Natutac Corporation		02/28/2011	CORPORATION: CALIFORNIA
Captek Holdings Inc.		02/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 S. Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking corporation: OHIO

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	3562950	MULTRIUM CAPSULES
Registration Number:	3555762	S
Registration Number:	3562951	SELIVO
Registration Number:	3562952	PRASMA
Registration Number:	3562953	POLIZAMIN
Registration Number:	3562954	ROJEMIN
Registration Number:	3562955	GERI-CAL
Registration Number:	3582046	WESCONSIN
Registration Number:	3707262	WESCONSIN
Registration Number:	3555655	REGAMAX

TRADEMARK

900186009

REEL: 004493 FRAME: 0805

CH \$1040.00 3562950

Registration Number:	3195544	CAPTEK
Registration Number:	2871318	CERENERE CAPSULES
Registration Number:	2755968	FILIBON FA TABLETS
Registration Number:	2752777	GERIFIBER TABLETS
Registration Number:	2755969	CAPTEK SUPER MULTIPLE TABLETS
Registration Number:	2758716	CAPTEK LABOREX VITAMIN-MINERAL CAPSULES
Registration Number:	2758717	ANDERY ENJOY THIN CAPSULES
Registration Number:	2761451	ALOHA NATURAL-E 400 IU CAPSULES
Registration Number:	2752636	BESURE SOSTRESS WITH IRON VITAMIN TABLETS
Registration Number:	2740271	NEW HIGH VITA-B TABLETS
Registration Number:	2740207	PRIDE-E CAPSULES
Registration Number:	2740208	FORODEX FORTE CAPSULES
Registration Number:	2731965	YUGA FERROUS-COMATON CAPSULES
Registration Number:	2734633	YUGA NATURAL VITAMIN E CAPSULES
Registration Number:	2715727	SQUA-CAPS CAPSULES
Registration Number:	2774982	YUGA TOP VITAMIN TABLETS
Registration Number:	2711335	UNIDEX-CAP CAPSULES
Registration Number:	2713453	VANTAGE OMEGA-3 CAPSULES
Registration Number:	2761316	YUGA MIND-VITAMIN CAPSULES
Registration Number:	2711322	SOSTRESS FORMULA TABLETS
Registration Number:	2711323	YUGA WELL VITAMIN TABLETS
Registration Number:	2711324	EXCEL-1 TABLETS
Registration Number:	2693053	TOTAL-B TABLET
Registration Number:	2614753	U WAYS
Registration Number:	2497368	FORD
Registration Number:	2498177	W
Registration Number:	2465695	H. F.
Registration Number:	2280973	NUTRIMATE
Registration Number:	1896764	MIMI BEAR
Registration Number:	1881151	SWEET BEAR
Registration Number:	1569180	W

CORRESPONDENCE DATA

Fax Number: (312)258-5700

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

TRADEMARK
REEL: 004493 FRAME: 0806

Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER: 27662-0071

NAME OF SUBMITTER: Chris L. Bollinger

Signature: /Chris L. Bollinger/

Date: 03/09/2011

Total Attachments: 22

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EXECUTION COPY

PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of February 28, 2011 by **Captek Holdings LLC**, a Delaware limited liability company ("Holdings"), **Captek Holdings Inc.**, a Delaware corporation ("Parent"), **Captek Softgel International, Inc.**, a California corporation ("Captek"), **Winning Laboratories, Inc., d/b/a Natutac Corporation**, a California corporation ("Natutac") and together with Parent and Captek, collectively, the "Borrowers" and, each individually, a "Borrower"; Holdings and Borrowers are referred to herein, collectively, as the "Obligors" and, each individually, as an "Obligor", in favor of **Fifth Third Bank**, an Ohio banking corporation ("Bank").

WITNESSETH:

WHEREAS, Obligors and Bank have entered into that certain Loan and Security Agreement dated as of February 28, 2011 (as amended, modified or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Loan Agreement and any extensions of credit to or for the benefit of Borrowers thereunder that, among other things, each Obligor execute and deliver to Bank this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to the Bank a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those registrations and applications for registration of patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive,

in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the registrations and applications for registration of copyrights listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) all such Obligor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “Patent and Copyright Licenses”);

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the registrations and applications for registration of trademarks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”);

(v) all such Obligor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as “Trademark Licenses”; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as “Licenses”); and

(vi) the goodwill of such Obligor’s business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which any Obligor is a licensee (and any Patents, Marks and Copyrights currently licensed by others to any Obligor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License constitutes Excluded Collateral; provided further, however, that, each Obligor shall use reasonable efforts to eliminate all Security Restrictions affecting any License constituting Excluded Collateral existing on the date hereof and, after the date hereof, prior to the occurrence thereof.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Liabilities (other than Contingent Indemnification Claims) shall have been satisfied in full and the Loan Agreement shall have been terminated, such Obligor will not, without Bank's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Bank's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Bank under this Agreement. Except to the extent expressly permitted by the Loan Agreement, each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Bank thereto.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way that could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; (ii) except as otherwise expressly permitted under the Loan Agreement, none of the material Patents, Marks, Copyrights or Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable (except to the extent the failure to be valid or enforceable could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect) and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made that the use of any of the material Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein (except to the extent the failure to be valid or subsisting could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect), free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable Licenses, and (B) Liens permitted by clauses (a), (c), (d), (h),

(j) and (m) of Section 6.1 of the Loan Agreement; (vi) the Patents, Marks and Copyrights listed on Schedules A, B and D constitute all registrations and applications for registration of Patents, Marks and Copyrights in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, 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 Section 2 above shall automatically apply thereto and such Obligor shall give to Bank written notice thereof within sixty (60) days of such occurrence. Each Obligor hereby authorizes Bank to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D, as applicable; provided, however, that the failure of Bank to make any such notation shall not limit or affect the obligations of any Obligor or rights of Bank hereunder.

6. Royalties; Terms. Each Obligor hereby agrees that the security interest of Bank in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Bank to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Loan Agreement.

7. Inspection. From and after the occurrence and during the continuance of a Default and notice by Bank to each Obligor of Bank's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. Termination of Each Obligor's Interest. This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Bank shall, at the request or any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination

statements and other instruments as may be necessary or proper to evidence the termination of Bank's security interest granted to Bank pursuant to this Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Bank.

9. **Duties of the Obligors.** Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business or except to the extent expressly permitted by the Loan Agreement, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Bank.

10. **Bank's Right to Sue.** From and after the occurrence and during the continuance of a Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Bank shall commence any such suit, each Obligor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between any Obligor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Further Assurances. Each Obligor shall execute and deliver to Bank, at any time or times hereafter at the reasonable request of Bank, all papers (including, without limitation, any as may be deemed desirable by Bank for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Bank), as Bank may reasonably request, to evidence Bank's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Bank's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Bank's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Bank as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Bank as necessary or desirable for Bank in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Bank deems in good faith to be in the best interest of Bank, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Bank from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Bank under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Bank and its successors and assigns.

17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT AND THE OTHER FINANCING AGREEMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN


ACCORDANCE WITH, THE INTERNAL LAWS, AND NOT THE CONFLICTS OF LAW PROVISIONS, OF THE STATE OF ILLINOIS.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.


CAPTEK HOLDINGS LLC

By: 
Name: Sean M. McNally
Title: Vice President and Treasurer

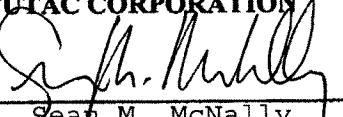
CAPTEK HOLDINGS INC.

By: 
Name: Sean M. McNally
Title: Vice President and Treasurer

CAPTEK SOFTGEL INTERNATIONAL, INC.

By: 
Name: Sean M. McNally
Title: Vice President and Treasurer

**WINNING LABORATORIES, INC., D/B/A
NATUTAC CORPORATION**

By: 
Name: Sean M. McNally
Title: Vice President and Treasurer

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Chicago, Illinois.

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

CAPTEK HOLDINGS LLC

By: _____
Name: _____
Title: _____

CAPTEK HOLDINGS INC.

By: _____
Name: _____
Title: _____

CAPTEK SOFTGEL INTERNATIONAL, INC.


By: _____
Name: _____
Title: _____

**WINNING LABORATORIES, INC., D/B/A
NATUTAC CORPORATION**

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above in Chicago, Illinois.

FIFTH THIRD BANK

By:  _____
Name: SCOTT KILGORE
Title: VICE PRESIDENT

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B

COPYRIGHTS

None.

SCHEDULE C

PATENT AND COPYRIGHT LICENSES


None.


SCHEDULE D

TRADEMARKS, SERVICE MARKS

See attached.




U.S. TRADEMARK REGISTRATIONS

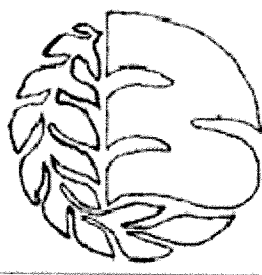
<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Renewal Date</u>	<u>Current Owner</u>	<u>Notes</u>
3562950	MULTIURIUM CAPSULES	January 20, 2009	January 20, 2019	Winning Laboratories, Inc.	
3562952		January 6, 2009	January 6, 2019	Winning Laboratories, Inc.	
3562951	SELIVO	January 20, 2009	January 20, 2019	Winning Laboratories, Inc. DBA Geri-Nutritional Company	
3562952	PRASMA	January 20, 2009	January 20, 2019	Winning Laboratories, Inc.	
3562953	POLIZAMIN	January 20, 2009	January 20, 2019	Winning Laboratories, Inc. DBA Geri-Nutritional Company	
3562954	ROJEMIN	January 20, 2009	January 20, 2019	Winning Laboratories, Inc. DBA Geri-Nutritional Company	

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Renewal Date</u>	<u>Current Owner</u>	<u>Notes**</u>
3562955	GERI-CAL	January 20, 2009	January 20, 2019	Winning Laboratories, Inc. DBA Geri-Nutritional Company	
3562046	威士康欣 WESCONSIN	March 3, 2009	March 3, 2019	Winning Laboratories, Inc.	
3707262	美力生 WESCONSIN	November 10, 2009	November 10, 2019	Winning Laboratories, Inc.	
3555655	REGAMAX	January 6, 2009	January 6, 2019	Winning Laboratories, Inc.	
3195544	 凯普泰克 Captek	January 9, 2007	January 9, 2017	Winning Laboratories, Inc.	
2871318	CERENERE CAPSULES	August 10, 2004	August 10, 2014	Winning Laboratories, Inc. DBA Geri-Nutritional Company	Registration in grace period. Final deadline to submit Declaration of Continued Use is <u>February 10, 2011</u> .
2755968	FILBON FA TABLETS	August 26, 2003	August 26, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2752777	GERIFIBER TABLETS	August 19, 2003	August 19, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Renewal Date</u>	<u>Current Owner</u>	<u>Notes**</u>
2755969	CAPTEK SUPER MULTIPLE TABLETS	August 26, 2003	August 26, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2758716	CAPTEK LABOREX VITAMIN-MINERAL CAPSULES	September 2, 2003	September 2, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2758717	ANDERY ENJOY THIN CAPSULES	September 2, 2003	September 2, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2761451	ALOHA NATURAL-E 400 IU CAPSULES	September 9, 2003	September 9, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2752636	BESURE SOSTRESS WITH IRON VITAMIN TABLETS	August 19, 2003	August 19, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2740271	NEW HIGH VITA-B TABLETS	July 22, 2003	July 22, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2740207	PRIDE-E CAPSULES	July 22, 2003	July 22, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2740208	FORODEX FORTE CAPSULES	July 22, 2003	July 22, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Renewal Date</u>	<u>Current Owner</u>	<u>Notes**</u>
2731965	YUGA FERROUS-COMATON CAPSULES	July 1, 2003	July 1, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2734633	YUGA NATURAL VITAMIN E CAPSULES	July 8, 2003	July 8, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2715727	SQUA-CAPS CAPSULES	May 13, 2003	May 13, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc. & Geri-Nutritional Company	
2774982	YUGA TOP VITAMIN TABLETS	October 21, 2003	October 21, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2711335	UNIDEX-CAP CAPSULES	April 29, 2003	April 29, 2013	Winning Laboratories, Inc. DBA DBA Captek Vitamin Inc., DBA Pharma-Rex, Inc.	
2713453	VANTAGE OMEGA-3 CAPSULES	May 6, 2003	May 6, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc. and DBA Pharma-Rex, Inc.	
2761316	YUGA MIND-VITAMIN CAPSULES	September 9, 2003	September 9, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Renewal Date</u>	<u>Current Owner</u>	<u>Notes **</u>
2711322	SOSTRESS FORMULA TABLETS	April 29, 2003	April 29, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2711323	YUGA WELL VITAMIN TABLETS	April 29, 2003	April 29, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2711324	EXCEL-1 TABLETS	April 29, 2003	April 29, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2693053	TOTAL-8 TABLET	March 4, 2003	March 4, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2614753		September 3, 2002	September 3, 2012	Winning Laboratories, Inc.	
2497368	Ford 	October 9, 2001	October 9, 2011	Winning Laboratories, Inc.	
2498177		October 16, 2001	October 16, 2011	Winning Laboratories, Inc.	
2465695	H. F.	July 3, 2001	July 3, 2011	Winning Laboratories, Inc.	Deadline to submit Declaration of Continued Use and Application for Renewal is <u>July 3,</u> <u>2011.</u>

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Renewal Date</u>	<u>Current Owner</u>	<u>Notes**</u>
2280973	NUTRIMATE	September 28, 1999	September 28, 2019	Winning Laboratories, Inc. DBA Pharma-Rex, Inc.	
1896764	MIMI BEAR	May 30, 1995	May 30, 2015	Winning Laboratories, Inc.	
1881151	SWEET BEAR	February 28, 1995	February 28, 2015	Winning Laboratories, Inc.	
1569180		December 5, 1989	December 5, 2019	Winning Laboratories, Inc.	

SCHEDULE E

TRADEMARK LICENSES

None.

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**


STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that Captek Holdings LLC, a Delaware limited liability company ("Holdings"), Captek Holdings Inc., a Delaware corporation ("Parent"), Captek Softgel International, Inc., a California corporation ("Captek"), Winning Laboratories, Inc., d/b/a Natutac Corporation, a California corporation ("Natutac" and together with Parent and Captek, collectively, the "Borrowers" and, individually, a "Borrower"; Holdings and Borrowers are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated February 28, 2011 (the "Collateral Agreement") among Obligors and Fifth Third Bank, an Ohio banking corporation ("Bank"), each hereby appoints and constitutes Bank its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:


1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Bank may in its sole discretion determine.

This power of attorney is made pursuant to that certain Loan and Security Agreement, dated as of FEBRUARY 28, 2011, among the Obligors and the Bank and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Loan and Security Agreement.


CAPTEK HOLDINGS LLC

By: 
Name: Sean M. McNally
Title: Vice President and Treasurer


CAPTEK HOLDINGS INC.

By: 
Name: Sean M. McNally
Title: Vice President and Treasurer

CAPTEK SOFTGEL INTERNATIONAL, INC.

By: 
Name: Sean M. McNally
Title: Vice President and Treasurer

**WINNING LABORATORIES, INC., D/B/A
NATUTAC CORPORATION**

By: 
Name: Sean M. McNally
Title: Vice President and Treasurer