P \$1040.00 35629

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		102/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Captek Holdings Inc.		02/28/2011	CORPORATION: DELAWARE
Captek Softgel International, Inc.		02/28/2011	CORPORATION: CALIFORNIA
Winning Laboratories, Inc., d/b/a Natutac Corporation		02/28/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Triangle Capital Corporation
Street Address:	3700 Glenwood Avenue
Internal Address:	Suite 530
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27612
Entity Type:	CORPORATION: MARYLAND

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 GERI-CAL
Registration Number:	3582046	WESCONSIN
Registration Number:	3707262	WESCONSIN
		TRADEMARK

TRADEMARK REEL: 004498 FRAME: 0781

900186547

Registration Number:	3555655	REGAMAX
Registration Number:	3195544	САРТЕК
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: (704)353-3600

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

Phone: (704) 331-7400

Email: chdocket@klgates.com

Correspondent Name: K&L Gates LLP

Address Line 1: 214 North Tryon Street Address Line 2: Hearst Tower, 47th Floor

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2932852.00040
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	03/16/2011

Total Attachments: 20

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THIS AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF FEBRUARY 28, 2011 IN FAVOR OF FIFTH THIRD BANK, WHICH AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

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 Triangle Capital Corporation, a Maryland corporation, in is capacity as collateral agent ("Collateral Agent") for the ratable benefit of the Purchasers party to the Securities Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Obligors, Collateral Agent and Purchasers have entered into that certain Securities Purchase Agreement dated as of February 28, 2011 (as amended, modified or supplemented from time to time, the "Securities Purchase Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Securities Purchase Agreement and any extensions of credit to or for the benefit of Borrowers thereunder that, among other things, each Obligor execute and deliver to Collateral Agent 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. <u>Incorporation of Securities Purchase Agreement</u>. The Securities Purchase 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 Securities Purchase 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 Collateral Agent 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 RA-3029878 v2

applications for registration of patents listed on <u>Schedule A</u> 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 "<u>Patents</u>");

- (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 <u>Schedule C</u> 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 "<u>Patent and Copyright Licenses</u>");
- (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 <u>Schedule E</u> 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 "<u>Trademark Licenses</u>"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "<u>Licenses</u>"); 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 Securities Purchase Agreement shall have been terminated, such Obligor will not, without Collateral Agent'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 Collateral Agent'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 Collateral Agent under this Agreement. Except to the extent expressly permitted by the Securities Purchase 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 Collateral Agent thereto.
- 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 Securities Purchase 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 Securities Purchase 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 Securities Purchase 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 Collateral Agent written notice thereof within sixty (60) days of such occurrence. Each Obligor hereby authorizes Collateral Agent 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 Collateral Agent to make any such notation shall not limit or affect the obligations of any Obligor or rights of Collateral Agent hereunder.
- 6. Royalties; Terms. Each Obligor hereby agrees that the security interest of Collateral Agent 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 Collateral Agent 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 Securities Purchase Agreement.
- 7. <u>Inspection</u>. Subject to the terms and conditions of the Senior Subordination Agreement, from and after the occurrence and during the continuance of a Default and notice by Collateral Agent to each Obligor of Collateral Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Collateral Agent, or a conservator appointed by Collateral Agent, shall have the right to establish such

additional product quality controls as Collateral Agent 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 Securities Purchase Agreement, subject to any disposition thereof which may have been made by the Collateral Agent pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Collateral Agent shall, at the request of 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 Collateral Agent's security interest granted to Collateral Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Collateral Agent 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 Collateral Agent.
- Duties of the Obligors. Except to the extent the same is no longer material to 9. 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 Securities Purchase 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 Collateral Agent.
- Collateral Agent's Right to Sue. From and after the occurrence and during the continuance of a Default, subject to the terms and conditions of the Senior Subordination Agreement, Collateral Agent 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 Collateral Agent shall commence any such suit, each Obligor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Collateral Agent in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Collateral Agent for all reasonable costs and expenses incurred by Collateral Agent in the exercise of its rights under this Section 10.
- 11. <u>Waivers</u>. No course of dealing between any Obligor and Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent, 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. <u>Severability</u>. 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. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>Section 5</u> hereof or by a writing signed by the parties hereto.
- 14. <u>Further Assurances</u>. Each Obligor shall execute and deliver to Collateral Agent, at any time or times hereafter at the reasonable request of Collateral Agent, all papers (including, without limitation, any as may be deemed desirable by Collateral Agent for filing or recording with any Patent and Trademark Office, and any successor thereto). Obligors shall 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 Collateral Agent), as Collateral Agent may reasonably request, to evidence Collateral Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Collateral Agent's rights under this Agreement.
- Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. 15. All of Collateral Agent'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 Collateral Agent 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, subject to the terms and conditions of the Senior Subordination Agreement, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Collateral Agent as necessary or desirable for Collateral Agent 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 Collateral Agent deems in good faith to be in the best interest of Collateral Agent, (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 Securities Purchase 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 Collateral Agent under the Securities Purchase Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Collateral Agent 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 Collateral Agent 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 Collateral Agent under the powers of attorney granted herein.

- 16. <u>Binding Effect; Benefits</u>. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Collateral Agent 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 NORTH CAROLINA.
- 18. <u>Counterparts</u>. This Agreement may by 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.
- 19. <u>Subordination</u>. The rights and remedies of the Collateral Agent with respect to this Agreement are subject in all respects to the provisions set forth in the Senior Subordination Agreement and the rights of the Senior Lender as set forth therein.

[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: Suh. Mully
Namo: Sean M. McNally
Title: Vice President and Treasurer
Title: Vice President and Treasurer
CAPTEK HOLDINGS INC. By:
CAPTEK SOFTGEL INTERNATIONAL, INC.
By: M. McNally Sean M. McNally
Title: Vice President and Treasurer
Title: Vice Flesidenc and Headard
WINNING LABORATORIES, INC., D/B/A NATUTAC CORPORATION By: Manual Research
Name: Sean M. McNally Title: Vice President and Treasurer
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 Raleigh, North Carolina.

TRIANGLE CAPITAL CORPORATION

By:	
Name:	
Title:	

[signature page to Patent, Copyright, License and Trademark Security Agreement (Triangle - Captek)]

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:
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 Raleigh, North Carolina.

TRIANGLE CAPITAL CORPORATION

By: Matt Goung
Name:
Title:

[signature page to Patent, Copyright, License and Trademark Security Agreement (Triangle - Captek)]

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

Registration No.	Mark	Registration Date	Renewal Date	Current Owner	Notes
	MULTRUM CAPSULES	January 20, 2009	January 20, 2019	Winning Laboratories, Inc.	
, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	⟨ \$>	January 6, 2009	January 6, 2019	Washington and the second of t	
	SELIVO	January 20, 2009	January 20, 2019	Winning Laboratories, Inc. DBA Geri- Nutritional Company	
	PRASMA	January 20, 2009	January 20, 2019	Winning Laboratones, inc.	
***************************************	POLIZAMIN	January 20, 2009	January 20, 2019	Winsing Laborabhres, Inc. DBA Geri- Nutritional Company	
and the state of t	ROJEMIN	January 20, 2009	January 20, 2019	Winning Laboratories, Inc. DSA Ger- Nurthonal Company	

Registration No.	Mark	Registration Date Renewal Date	Renewal Date	Current Owner	Notes:
3562955	GER!-CAL	January 20, 2009	January 20, 2019	Witning Laboratories, Inc. DBA Geri- Nutritional Company	
.3582046	成士應依 WESCONSIN	March 3, 2009	March 3, 2019	Winning Laboratories, Inc.	
3707262	美力生 WESCONSIN	November 10, 2008	November 10, 2019	Winning Laboratories, Inc.	
3555655	REGAMAX	January 6, 2009	January 6, 2019	Winning Laboratories, Inc.	
3195544	〇 〇 〇 〇 〇 日 中 本 ん	January 9, 2007	January 9, 2017	Waning Laboratories, inc.	
2871318	CERENERE CAPSULES	August 10, 2004	August :0, 2014	Winning Laboratories, Inc. OBA Geri- Nutritional Company	Registration in grace period. Final deadline to submit Declaration of Continued Use is February 10, 2011.
2755968	FILIBON FA TABLETS	August 26, 2003	August 26, 2013	Winning Laboratories, Inc. DBA Caplek Vitamin Inc.	
2752777	GERIFIBER TABLETS	August 19, 2003	August 19, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	

Registration No.	Mark	Registration Date	Renewal Date	Current Owner	Notes**
2755969	CAPTEK SUPER MULTIPLE TABLETS	August 26, 2003	August 28, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2758716	CAPTEK LABOREX VITAMIN-MINERAL CAPSULES	September 2, 2003	September 2, 2013	Winning Laborateries, Inc. DBA Captek Vitamin Inc.	
2758717	ANDERY ENJOY THIN CAPSULES	September 2, 2003	Şeptember 2, 2013	Winning Laboratories, Inc. DSA Captek Vitarrin Inc.	
2.761455	ALOHA MATURAL-E 400 IU CAPSULES	September 9, 2003	September 9, 2013	Winning Laboratories, Inc. DSA Captek Vitamin Inc.	
2752638	BESURE SOSTRESS WITH IRON VITAMIN TABLETS	August 19, 2003	August 19, 2013	Winning Laboratoriës, Inc. DBA Captek Viternin 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 Vitarsin Inc.	
2740258	FORODEX FORTE CAPSULES	July 22, 2003	July 22, 2013	Winning Laboratories, Inc. DBA Captek Viterain Inc.	

Registration No.	Mark	Registration Date Renewal Date	Renewal Date	Current Owner	Notes*
2731965	YUGA FERROUS. COMATON CAPSULES	July 1, 2003	Jaly 1, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2734633	YUGA NATURA! VITAMIN'E CAPSULES	July 8, 2003	July 8, 2013	Winning Laboratories, Inc. DSA Captek Vitamio Inc.	
2715727	SQUA-CAPS CAPSULES	May 13, 2:003	May 13, 2013	Winning Laboratorios, Inc. DBA Ceptek Vitamin Inc. & Geti-Mutritional	
2774982	YUGA TOP VITAMIN TABLETS	October 21, 2003	October 21, 2013	Winning Laboratories, Inc. DBA Ceptek Vitamin Inc.	
2711335	UNIDEX-CAP CAPSULES	April 29, 2003	April 29, 2013	Winning Laboratories, Inc. DRA DBA Captek Vitamin Inc., DBA Pharma-Rex. Inc.	
2743453	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.	

Registration No.	Mark	Registration Date	Rengwal Date	Current Owner	Notes **
2711322	SOSTRESS FORMULA	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 Vitaonin Inc.	
2711324	EXCEL-1 TABLETS	April 28, 2003	April 29, 2013	Winning Laboratories, Inc. DBA Captek Vitamin Inc.	
2693053	TOTAL-B TABLET	March 4, 2003	March 4, 2013	Winning Laboratories, Inc. DBA Captek Vitamin fac.	
2614753	U. \$ AYS 决 端 型	September 3, 2002	September 3, 2012	Winning Laboratories, Inc.	The state of the s
2497368	Ford	October 9, 2001	October 9, 2011	Winning Laboratories, inc.	A A A A A A A A A A A A A A A A A A A
2498177		October 16, 2001	October 16, 2011	Winning Laboratories, Inc.	
2465695	T.	July 3, 2001	July 3, 2011	Winning Laboratories, Inc.	Deadline to submit Declaration of Continued Use and Application for Renewal is July 3.

Registration No.	Mark	Registration Date	Renewal Date	Current Owner	Notes**
2260973	NUTRIMATE	September 28, 1999	Septem ber 28, 2019 Winning Laboratorics, Inc. D8A Pharma-Rex, Inc.	Winning Laboratorics, Inc. D&A Pharma-Rex, Inc.	
1896764	WINI BEAR	May 30, 1995	May 30, 2015	Winning Laboratories, Inc.	
1881151	SWEET BEAR	February 28, 1995	February 28, 2015	Winding Laboratories, inc.	
1569180		December 5, 1989	December 5, 2019	VMnning 1.abo≠ato⊁es, inc.	

SCHEDULE E

TRADEMARK LICENSES

None.

TRADEMARK REEL: 004498 FRAME: 0803

RECORDED: 03/16/2011