

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GFA Brands, Inc.		03/31/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of Montreal, as Agent
<b>Street Address:</b>	115 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	3455597	BESTLIFE
Registration Number:	3455598	BESTLIFE
Registration Number:	3881694	GREAT TASTE & GOOD HEALTH. . . TOGETHER AT LAST
Registration Number:	3878157	SMART BALANCE
Registration Number:	3871585	HEARTRIGHT
Registration Number:	3868803	SMART BALANCE OMEGA
Registration Number:	3865917	SMART BALANCE
Registration Number:	3747526	SMART BALANCE
Registration Number:	3708400	EARTH BALANCE
Serial Number:	77847695	BESTLIFE
Serial Number:	77847743	BESTLIFE
Serial Number:	77174146	APPROVED BESTLIFE THEBESTLIFE.COM
Serial Number:	77174161	APPROVED BESTLIFE THEBESTLIFE.COM
Serial Number:	77847720	APPROVED BESTLIFE THEBESTLIFE.COM

**CH \$615.00 3455597**

Serial Number:	77174242	APPROVED BESTLIFE THEBESTLIFE.COM
Serial Number:	77847751	APPROVED BESTLIFE THEBESTLIFE.COM
Serial Number:	77867434	THE BESTLIFE CENTER
Serial Number:	77867438	THE BESTLIFE CENTER
Serial Number:	85056989	EARTH BALANCE
Serial Number:	85056972	EARTH BALANCE
Serial Number:	85056965	EARTH BALANCE
Serial Number:	85216790	BESTLIFE
Serial Number:	85218248	APPROVED BESTLIFE THEBESTLIFE.COM
Serial Number:	85264624	MINDFULMAYO

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1954791
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	03/31/2011

Total Attachments: 7  
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## TRADEMARK COLLATERAL AGREEMENT

This 31st day of March, 2011, GFA Brands, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 115 West Century Road, Suite 260, Paramus, New Jersey, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank, acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement Re: Intellectual Property dated as of November 4, 2009 between Debtor, certain affiliates or Debtor, and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GFA BRANDS, INC.

By  \_\_\_\_\_

Name: Alan S. Gever

Title: Executive Vice President, Chief  
Financial Officer, Treasurer and  
Assistant Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GFA BRANDS, INC.

By \_\_\_\_\_

Name: Alan S. Gever

Title: Executive Vice President, Chief  
Financial Officer, Treasurer and  
Assistant Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By Pam Schwartz

Name: PAM SCHWARTZ

Title: DIRECTOR

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

REGISTERED U.S. TRADEMARKS

NAME	REGISTRATION REG. NO.	DATE
BESTLIFE	3455597	JUNE 24, 2008
BESTLIFE	3455598	JUNE 24, 2008
GREAT TASTE & GOOD HEALTH... TOGETHER AT LAST	3,881,694	NOVEMBER 23, 2010
SMART BALANCE	3,878,157	NOVEMBER 16, 2010
HEARTRIGHT	3,871,585	NOVEMBER 2, 2010
SMART BALANCE OMEGA	3,868,803	OCTOBER 26, 2010
SMART BALANCE	3,865,917	OCTOBER 19, 2010
SMART BALANCE	3,747,526	FEBRUARY 9, 2010
SMART BALANCE	3,708,400	NOVEMBER 10, 2009

PENDING U.S. TRADEMARK APPLICATIONS

NAME	FILING No.	FILING DATE
BESTLIFE	77847695	OCTOBER 13, 2009
BESTLIFE	77847743	OCTOBER 13, 2009

NAME	FILING NO.	FILING DATE
APPROVED BESTLIFE THEBESTLIFE.COM & DESIGN	77174146	MAY 7, 2007



APPROVED BESTLIFE THEBESTLIFE.COM & DESIGN	77174161	MAY 7, 2007
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APPROVED BESTLIFE THEBESTLIFE.COM & DESIGN	77847720	OCTOBER 13, 2009
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APPROVED BESTLIFE THEBESTLIFE.COM & DESIGN	77174242	MAY 7, 2007
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APPROVED BESTLIFE  
THEBESTLIFE.COM & Design

77847751

OCTOBER 13, 2009



THE BESTLIFE CENTER

77867434

NOVEMBER 6, 2009

THE BESTLIFE CENTER

77867438

NOVEMBER 6, 2009

EARTH BALANCE

85/056,989

JUNE 8, 2010

EARTH BALANCE

85/056,972

JUNE 8, 2010

EARTH BALANCE

85/056,965

JUNE 8, 2010

BESTLIFE

85/216,790

JANUARY 13, 2011

APPROVED BESTLIFE SEAL

85/218,248

JANUARY 14, 2011

MINDFULMAYO

85/264,624

MARCH 11, 2011