

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

NATURE'S BEST, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: CALIFORNIA
☐ Other: _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s):

Execution Date(s) _____

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other: _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: BANK OF AMERICA, N.A. AS AGENT

Internal Address: _____

Address: _____

Street Address: 55 SOUTH LAKE AVENUE, SUITE 900

City: PASADENA

State: CA

Country: USA

Zip: 91101

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other NATIONAL ASSOCIATION Citizenship: USA
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE EXHIBIT A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT LIEN SOLUTIONS

Internal Address: _____

Street Address: 187 WOLF ROAD, SUITE 101

City: ALBANY

State: NY Zip: 12205

Phone Number: 800/342-3676

Fax Number: 800/962-7049

Email Address: CTLIEN@WOLTERSCLUWER.COM

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190-

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

JUNE 10, 2011

Date

JODIE GROTNIS
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$190.00 1671265

EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT

Trademark	Registration Number
HEALTHBEST	1,671,265
HEALTH BEST	1,676,217
SOY POWER (and design)	2,722,932
HEALTHBEST (and design)	2,828,586
THE NATURAL PRODUCTS DISTRIBUTION	3,433,609
OUR PANTRY ORGANICS	3,851,989
OUR PANTRY QUALITY ORGANICS	3,800,060

FIRST AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK AND TRADE NAME SECURITY AGREEMENT (this "Amendment") dated as of May 31, 2011 is delivered pursuant to that certain Amended and Restated Trademark and Trade Name Security Agreement dated as of January 26, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"), among NATURE'S BEST, INC., a California corporation ("Grantor"), and BANK OF AMERICA, N.A., as agent for the Lenders ("Agent") in connection with the Loan Agreement described below, recorded on August 13, 2007 as Reel/Frame 3600/0373 with the U.S. Trademark Office.

RECITALS:

WHEREAS, Grantor is indebted to Agent and the Lenders pursuant to that certain Loan and Security Agreement dated as of May 30, 2001 (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, Grantor has provided Agent with notice that Grantor has obtained additional Trademarks;

NOW THEREFORE, the parties hereto agree for valuable consideration to amend the Trademark Agreement as follows:

Exhibit A of the Trademark Agreement is hereby as the date hereof amended and restated in its entirety as set forth on the exhibit attached hereto; provided, that no such amendment or restatement shall release or be deemed to release any security interest in any present or future Trademark granted to Agent and the Lenders as collateral pursuant to the Trademark Agreement.

A new clause is hereby as the date hereof added to the Trademark Agreement to read in its entirety as follows:

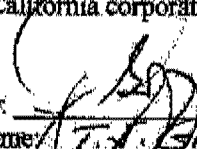
If Grantor obtains any rights to any new Trademarks or licenses for Trademarks to the extent they constitute Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Agreement or the Loan Agreement, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Exhibit A to include any such new registered Trademarks or applications for registration of Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Exhibit A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Exhibit A.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Amendment as of the date first written above.

GRANTOR:

NATURE'S BEST,
a California corporation

By: 
Name: T. L. Groff
Title: SVP-ETs

AGENT:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Stephen King
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned has duly executed this Amendment as of the date first written above.

GRANTOR:

NATURE'S BEST,
a California corporation

By: _____
Name:
Title:

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Stephen King
Title: Senior Vice President