

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
The Isopure Company, LLC		10/19/2011	LIMITED LIABILITY COMPANY: DELAWARE
NBDN Holdings, Inc.		10/19/2011	CORPORATION: DELAWARE
Isopure Plus LLC		10/19/2011	LIMITED LIABILITY COMPANY: DELAWARE
The Isopure Company US-Europe LLC		10/19/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
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: 21

Property Type	Number	Word Mark
Registration Number:	1414701	CARBO POWER
Registration Number:	1877121	DECADE
Registration Number:	2419912	EXTREME SMOOTHIE
Registration Number:	3058850	HARDCORE PAK
Registration Number:	2304802	ISOPURE
Registration Number:	3170101	ISOPURE MASS
Registration Number:	3719714	ISOPURE PLUS
Registration Number:	3138538	NATURE'S BEST
Registration Number:	1932502	NATURE'S BEST

OP \$540.00 1414701

Registration Number:	2792815	NATURE'S BEST LEMON AIDE
Registration Number:	3045624	NITRIC RUSH
Registration Number:	1945414	PERFECT
Registration Number:	2225537	PERFECT JOINT SUPPORT
Registration Number:	2016417	PERFECT RX
Registration Number:	2500920	PERFECT SOLID PROTEIN
Registration Number:	2146377	PERFECT WHEY
Registration Number:	2910458	PRO SMOOTHIE
Registration Number:	3042835	QUATRO PLEX
Registration Number:	2893638	SUPER RIPPED
Registration Number:	2290814	VHT
Registration Number:	3952194	WE'RE ALL MORE THAN MUSCLE

CORRESPONDENCE DATA

Fax Number: (734)930-2494

Phone: 734-761-3780

Email: asujek@bodmanlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

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:	10/25/2011

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of October 19, 2011, among THE ISOPURE COMPANY, LLC, a Delaware limited liability company, ("Borrower"), NBDN HOLDINGS, INC., a Delaware corporation ("Holdings"), ISOPURE PLUS LLC, a Delaware limited liability company ("Subsidiary"), THE ISOPURE COMPANY US-EUROPE LLC, a Delaware limited liability company ("Subsidiary" and together with Borrower and Holdings, "Grantors" and each individually, a "Grantor"), and COMERICA BANK ("Secured Party").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "Financial Accommodations") in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of the date hereof (at it may be amended, restated or supplemented from time to time "Loan Agreement;" all capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. Secured Party is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that each Grantor shall grant to Secured Party a security interest in all of such Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

C. Grantors have directly and indirectly benefited and will directly and indirectly benefit from the Financial Accommodations contemplated in the Loan Agreement and other Loan Documents.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantors' present or future Indebtedness (as defined in the Loan Agreement), each Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to such Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights held by any Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"). Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under this Agreement attach to any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use, in each case, to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Each Grantor represents, warrants, covenants and agrees as follows:

(a) Such Grantor is now the sole owner of its respective Collateral, except for non exclusive licenses granted by such Grantor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which such Grantor is party or by which such Grantor is bound;

(c) During the term of this Agreement, such Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non exclusive licenses granted by such Grantor in the ordinary course of business or as set forth in this Agreement;

(d) To each Grantor's knowledge, each of its Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Such Grantor shall deliver to Secured Party within forty-five (45) days of the last day of each fiscal quarter, a report signed by such Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that such Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Such Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of such Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(f) Such Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights used or useful in, or otherwise material to, its business, unless the failure to protect, defend and maintain the validity and enforceability of such intellectual property could not reasonably be expected to have a material adverse effect, (ii) use commercially reasonable efforts to detect infringements of material Trademarks, Patents and Copyrights, except where failure to use such efforts to detect such infringements could not reasonably be expected to have a material adverse effect, (iii) promptly advise Secured Party in writing of any material infringements known to such Grantor and (iv) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless such abandonment, forfeiture or dedication could not reasonably be expected to have a material adverse effect;

(g) Such Grantor shall apply for registration promptly (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; (ii) all registerable intellectual property rights such Grantor has developed as of the date of this Agreement but heretofore failed to register, within thirty (30) days of the date of this Agreement; and (iii) those additional intellectual property rights developed or acquired by such Grantor from time to time in connection with any product, prior to the sale or licensing of such product to any third party and prior to such Grantor's use of such product (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Such Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Such Grantor shall give Secured Party notice of all such applications or registrations. Notwithstanding the foregoing, such Grantor shall not be required to register intellectual property with the United States Copyright Office if, in its reasonable business judgment, such non-registration could not reasonably be expected to have a material adverse effect;

(h) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time such Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (j) below;

(i) To its knowledge, except for, and upon, the filing of a UCC-1 financing statement with the applicable Secretary of State of Office with respect to the Patents and Trademarks, and the filing of this Agreement with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by such Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by such Grantor in the United States or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(j) To the best of each Grantor's knowledge, all information heretofore, herein or hereafter supplied to Secured Party by or on behalf of such Grantor with respect to the Collateral in connection with the Loan Documents is accurate and complete in all material respects;

(k) Such Grantor shall not enter into any agreement that would materially impair or conflict with such Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Such Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in such Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(l) Upon any executive officer of such Grantor obtaining actual knowledge thereof, such Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any material Collateral, to the extent such impairment could reasonably be expected to have a material adverse effect, the ability of such Grantor to dispose of any such Collateral, to the extent such disposal could reasonably be expected to have a material adverse effect, or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantors' sole expense, any actions that Grantors are required under this Agreement to take but which Grantors fail to take, after thirty (30) days' notice to Grantors. Grantors shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Each Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable business hours upon

prior reasonable written notice to Grantors, any of Grantors' plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantors and as often as may be reasonably requested.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantors will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action in each case as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Each Grantor hereby irrevocably appoints Secured Party as such Grantor's attorney in fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining such Grantor's approval of or signature to such modification if such Grantor has failed to do so ten (10) days after Bank's request, by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of such Grantor where permitted by law and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Any Grantor breaches any warranty or agreement made by such Grantor in this Agreement and, as to any breach that is capable of cure, such Grantor fails to cure such breach within thirty (30) days of the occurrence of such breach (provided that violations of Sections 3(c), (e), (f), (g) (except with respect to such Grantor's obligation to register intellectual property), (j), (k) or (l), 5, and 6 shall be deemed to be an Event of Default immediately upon the occurrence thereof, provided that an Event of Default arising from a breach of Section 3(l) shall be deemed to have been cured upon the giving of the notice required by Section 3(l)).

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantors to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Subject to any applicable provisions of the Loan Agreement and any license or other agreements with third parties that have been or may be entered into by any Grantor, Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantors will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Each Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and such Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Jurisdiction shall lie in the State of California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN

THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

15. REFERENCE PROVISION.

15.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

15.2 With the exception of the items specified in clause (c), below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the "Loan Documents"), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Loan Documents, venue for the reference proceeding will be in the Superior Court in the County where the real property involved in the action, if any, is located or in a County where venue is otherwise appropriate under applicable law (the "Court").

15.3 The matters that shall not be subject to a reference are the following: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This Agreement does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this Agreement.

15.4 The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted.

15.5 The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

15.6 The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

15.7 Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

15.8 The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

15.9 If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

15.10 THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER

CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

16. If all of the Indebtedness shall have been paid and performed in full (in cash) (provided that any Indebtedness arising in connection with any Bank Products (as defined in the Loan Agreement) shall be deemed to be paid in full for purposes of this provision if (a) such obligations do not exceed \$200,000 in the aggregate at such time or (b) such obligations have been cash collateralized to the extent and on terms required by Secured Party) and all commitments to extend credit or other credit accommodation under the Loan Agreement have been terminated, Secured Party shall, upon the written request of Grantors, execute and deliver to Grantors a proper instrument or instruments acknowledging the release and termination of the security interest created by this Agreement, and shall duly assign and deliver to Grantors (without recourse and without any representation or warranty) such of the Collateral as may be in the possession of Secured Party and has not previously been sold or otherwise applied pursuant to this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTORS:

Address of Grantors:

*If to The Isopure Company, LLC,
The Isopure Company US-Europe LLC or
Isopure Plus LLC:*

195 Engineers Road
Hauppauge, NY 11788

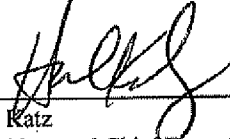
If to NBDN Holdings, Inc.:

c/o Encore Consumer Capital, LLC
2333 San Ramon Valley Boulevard, Suite 160
San Ramon, CA 94583
Attn: Robert Brown and Kisen Nathu

In each case with a copy to:

Encore Consumer Capital, LLC
2333 San Ramon Valley Boulevard, Suite 160
San Ramon, CA 94583
Attn: Robert Brown and Kisen Nathu

THE ISOPURE COMPANY, LLC

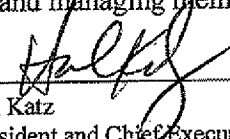
By: 
Hal Katz
Title: President and Chief Executive Officer

NBDN HOLDINGS, INC.

By: _____
Robert Brown
Its: President and Chief Executive Officer

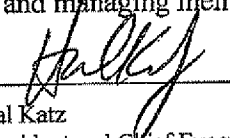
THE ISOPURE COMPANY US-EUROPE LLC

By: **THE ISOPURE COMPANY, LLC,**
its sole and managing member

By: 
Hal Katz
Its: President and Chief Executive Officer

ISOPURE PLUS LLC

By: **THE ISOPURE COMPANY, LLC,**
its sole and managing member

By: 
Hal Katz
Its: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantors:

*If to The Isopure Company, LLC,
The Isopure Company US-Europe LLC or
Isopure Plus LLC:*

195 Engineers Road
Hauppauge, NY 11788

If to NBDN Holdings, Inc.:

c/o Encore Consumer Capital, LLC
2333 San Ramon Valley Boulevard, Suite 160
San Ramon, CA 94583
Attn: Robert Brown and Kisen Nathu

In each case with a copy to:

Encore Consumer Capital, LLC
2333 San Ramon Valley Boulevard, Suite 160
San Ramon, CA 94583
Attn: Robert Brown and Kisen Nathu

GRANTORS:

THE ISOPURE COMPANY, LLC

By: _____
Hal Katz
Title: President and Chief Executive Officer

NBDN HOLDINGS, INC.

By: RJB
Robert Brown
Its: President and Chief Executive Officer

THE ISOPURE COMPANY US-EUROPE LLC

By: **THE ISOPURE COMPANY, LLC,**
its sole and managing member

By: _____
Hal Katz
Its: President and Chief Executive Officer

ISOPURE PLUS LLC

By: **THE ISOPURE COMPANY, LLC,**
its sole and managing member

By: _____
Hal Katz
Its: President and Chief Executive Officer

Address of Bank:

Comerica Bank
m/c 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Commercial and Real Estate
Loan Documentation

BANK:

COMERICA BANK

By: Heath Madland

Title: Vice President

Signature Page to Intellectual Property Security Agreement
(1126698)

TRADEMARK
REEL: 004648 FRAME: 0627

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

None

Detroit_1126698_5

TRADEMARK
REEL: 004648 FRAME: 0629

EXHIBIT C**Trademarks**The Isopure Company, LLC

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
CARB UP (NY)			R28017	8/26/85
CARBO POWER	73/586866	3/7/86	1,414,701	10/28/86
DECADE	74/408541	7/2/93	1,877,121	1/31/95
EXTREME SMOOTHIE	75/636,947	2/9/99	2,419,912	1/9/01
HARDCORE PAK	78/503005	10/20/04	3,058,850	2/14/06
ISOPURE	75/461733	4/3/98	2,304,802	12/28/99
ISOPURE MASS	78/670301	7/14/05	3,170,101	11/7/06
ISOPURE PLUS	77/577741	9/24/08	3,719,714	12/1/09
NATURE'S BEST	78/679622	7/27/05	3,138,538	9/5/06
NATURE'S BEST (and Design)	74/426477	8/20/93	1,932,502	11/7/95
NATURE'S BEST LEMON AIDE	78/069458	6/15/01	2,792,815	12/9/03
NITRIC RUSH	78/514759	11/10/04	3,045,624	1/17/06
PERFECT	74/600802	11/21/94	1,945,414	1/2/96
PERFECT JOINT SUPPORT	75/391476	11/10/97	2,225,537	2/23/99
PERFECT RX	74/645302	3/13/95	2,016,417	11/12/96
PERFECT SOLID PROTEIN	75/858165	11/24/99	2,500,920	10/23/01
PERFECT WHEY	75/270275	4/7/97	2,146,377	3/24/98
PRO SMOOTHIE	78/247427	5/8/03	2,910,458	12/14/04
QUATRO PLEX	78/448296	7/9/04	3,042,835	1/10/06
SUPER RIPPED	78/326285	11/11/03	2,893,638	10/12/04

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TRADEMARK
REEL: 004648 FRAME: 0630

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
VHT	75/364788	9/29/97	2,290,814	11/9/99
WE'RE ALL MORE THAN MUSCLE	77/953963	3/9/10	3,952,194	4/26/11

Holdings

None

US-Europe

None

Isopure Plus

None