

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
FRS COMPANY		11/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	77700472	BE MORE
Serial Number:	85378471	HEALTHY DEFENSE
Serial Number:	85342386	HEALTHY PERFORMANCE
Serial Number:	85261596	HEALTHY PROTEIN
Serial Number:	85378489	HEALTHY SLENDER
Serial Number:	85378509	HEALTHY SLIM
Serial Number:	85378497	HEALTHY TRIM
Serial Number:	85330348	Q
Serial Number:	85112637	TIRED OF BEING TIRED?
Serial Number:	85185105	WHAT FUELS YOU
Registration Number:	3124166	A NEW DAWN IN HEALTHY NUTRITION
Registration Number:	3609735	DON'T CRASH
Registration Number:	3886918	ENERGY FOR THE HUMAN RACE

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Registration Number:	3173832	ENERGY NOW HEALTH FOR LIFE
Registration Number:	3173831	ENERGY NOW HEALTH FOR LIFE
Registration Number:	2778635	FRS
Registration Number:	3181619	FRS
Registration Number:	3830648	FUELED BY QUERCETIN
Registration Number:	3544234	HEALTHY ENERGY
Registration Number:	3871075	Q
Registration Number:	3800533	Q

CORRESPONDENCE DATA

Fax Number: (919)354-1278
Phone: 919-314-3086
Email: loandocsdept@square1bank.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Square 1 Bank
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	12/08/2011

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2011 by and between SQUARE 1 BANK ("*Bank*") and The FRS Company, a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan

Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

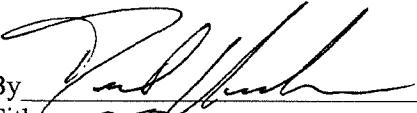
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

THE FRS COMPANY

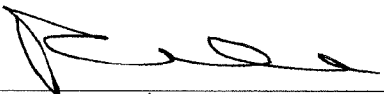
By 
Title CFO

Address of Grantor:

101 Lincoln Centre Dr., Suite 500
Foster City Ca 94404

Bank:

SQUARE 1 BANK

By 
Name Richard Suhl
Title S.V.P.

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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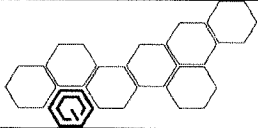
NONE


EXHIBIT B

PATENTS – GRANTED				
Title	Status	Country	Serial No. / Reg. No.	Filing Date
Antioxidative Compositions	Granted	US	7,270,840	9-18-2007
Antioxidative Compositions	Granted	US	7,569,239	8-4-2009
Antioxidative Compositions (Assignee: Quercegen Holdings LLC)	Granted	US	6,821,536	11-23-2004

PATENT APPLICATIONS – PENDING				
Title	Status	Country	Serial No. / Reg. No.	Filing Date
Composition for Enhancing Phys. Performance	Pending	US	11/675,576	2-15-2007
Composition for Enhancing Phys. Performance	Pending	US	12/901,991	11-10-2010

EXHIBIT C

TRADEMARKS - REGISTERED				
Mark	Country	Classes	Reg. No.	Reg. Date
A NEW DAWN IN HEALTHY NUTRITION	US	5, 32	3,124,166	8/1/06
DON'T CRASH	US	5, 32	3,609,735	4/21/09
ENERGY FOR THE HUMAN RACE	US	32	3,886,918	12/7/10
ENERGY NOW HEALTH FOR LIFE	US	5	3,173,832	11/21/06
	US	5	3,173,831	11/21/06
FRS	US	5	2,778,635	10/28/03
FRS	US	5, 32	3,181,619	12/5/06
FUELED BY QUERCETIN	US	5, 32	3,830,648	8/10/10
HEALTHY ENERGY	US	32	3,544,234	12/9/08
	US	5, 32	3,871,075	11/2/10
	US	5, 32	3,800,533	6/8/10

TRADEMARKS - PENDING				
Mark	Country	Classes	Serial No.	Date
BE MORE	US	5, 32	77/700472	3-26-2009
HEALTHY DEFENSE	US	32	85/378471	7-22-2011
HEALTHY PERFORMANCE	US	32	85/342386	6-9-2011
HEALTHY PROTEIN	US	32	85/261596	3-8-2011
HEALTHY SLENDER	US	32	85/378489	7-22-2011
HEALTHY SLIM	US	32	85/378509	7-22-2011
HEALTHY TRIM	US	32	85/378497	7-22-2011
	US	5, 32	85/330348	5-25-2011
TIRED OF BEING TIRED?	US	5, 32	85/112637	8-20-2010
WHAT FUELS YOU	US	5, 32	85/185105	11-24-2010