

**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)/Execution Date(s):
UniCredit Bank AG, New York Branch, as Attorney-in-Fact For
Hilco Financial, LLC (N/A 1310 Financial, LLC) Under POA
Dated December 24, 2008

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

Citizenship (see guidelines) German
Execution Date(s) January 26, 2012
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: UniCredit Bank AG, New York Branch
Internal
Address: 150 East 42nd Street
Street Address: _____
City: New York
State: New York
Country: USA Zip: 10017

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship German
 Other Citizenship

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Assignment of Trademark Security Agreement
recorded on 4/5/2007 with USPTO at Reel 003516 Frame 0280

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:
Name: GT Lien Solutions
Internal Address: Attn: Susan O'Brien
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: gis-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers 1640
Expiration Date 1013
b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: _____
Signature Robert J. Gonnello
Name of Person Signing

Date 1/27/12
Total number of pages including cover sheet, attachments, and document. 13

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$190.00 7705727

SCHEDULE A

TO

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

HUMANETICS CORPORATION TRADEMARKS AND SERVICE MARKS

| REF | MARK | REG NUMBER | REG DATE |
|-----|--|------------|-----------|
| 1. | WEIGHT LOSS ACCELERATOR | 2,476,865 | 8/7/2001 |
| 2. | METABOLIC MIRACLE | 2,607,975 | 8/13/2002 |
| 3. | 7-KETO (and design) | 2,675,783 | 1/21/2003 |
| 4. | HUMANETICS THE SCIENCE OF SUPPLEMENTS. (and design) | 2,724,792 | 6/10/2003 |
| 5. | HUMANETICS THE SCIENCE OF SUPPLEMENTS. (and design) | 2,942,298 | 4/19/2005 |
| 6. | 7-KETO | 2,964,802 | 7/5/2005 |

HUMANETICS CORPORATION UNITED STATES TRADEMARK AND SERVICE
MARK APPLICATIONS

| REF | MARK | SERIAL NUMBER | FILING DATE |
|-----|---------|---------------|-------------|
| 1. | AUGMUNE | 77/057271 | 12/05/2006 |

TO:KRISTIN BROZOVIC C/O KATTEN MUCHIN COMPANY:525 W MONROE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

04/05/2007
900073689

| | | | |
|---------------------------|--|--|------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formality | Execution Date | Entity Type |
| Humanetica Corporation | | 03/12/2007 | CORPORATION: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Hlco Financial, LLC | | |
| Street Address: | 65 Ravens Drive, Suite 480 | | |
| City: | Northbrook | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60062 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2476885 | WEIGHT LOSS ACCELERATOR | |
| Registration Number: | 2807875 | METABOLIC MIRACLE | |
| Registration Number: | 2875783 | 7-KETO | |
| Registration Number: | 2724792 | HUMANETICS THE SCIENCE OF SUPPLEMENTS | |
| Registration Number: | 2842286 | HUMANETICS THE SCIENCE OF SUPPLEMENTS. | |
| Registration Number: | 2964802 | 7-KETO | |
| Serial Number: | 77057271 | MUGMUNE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)577-4585 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 312-577-8255 | | |
| Email: | kristin.brozovic@kattenlaw.com | | |
| Correspondent Name: | Kristin Brozovic c/o Katten Muchin | | |
| Address Line 1: | 525 W Monroe | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |

USPTO

4/8/2007 10:22:18 AM PAGE 5/005 Fax Server

TO:KRISTIN BROZOVIC C/O KATTEN MUCHIN COMPANY:525 W MONROE

| | |
|--|--------------------|
| ATTORNEY DOCKET NUMBER: | 334895-13 |
| NAME OF SUBMITTER: | Kristin Brozovic |
| Signature: | /Kristin Brozovic/ |
| Date: | 04/05/2007 |
| Total Attachments: 6 source=Humanetics TMSA/page1.tif source=Humanetics TMSA/page2.tif source=Humanetics TMSA/page3.tif source=Humanetics TMSA/page4.tif source=Humanetics TMSA/page5.tif source=Humanetics TMSA/page6.tif | |

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, dated as of January 26, 2012 (this "*Assignment*"), by UniCredit Bank AG, New York Branch (f/k/a Bayerische Hypo-Und Vereinsbank, A.G., New York Branch), as secured party in possession of the assets of Hilco Financial LLC, and as attorney-in-fact for Hilco Financial LLC (n/k/a 1310 Financial, LLC) under POA dated December 24, 2008 ("*Assignor*"), in favor of UniCredit Bank AG, New York Branch (the "*Assignee*").

WITNESSETH:

WHEREAS, Hilco Financial LLC (n/k/a 1310 Financial, LLC and hereafter referred to as "*Hilco*"), Humanetics Corporation ("*Humanetics*"), Advantrx Corporation ("*Advantrx*" and together with Humanetics, the "*Borrowers*") and Minnesota Applied Research Center, Inc. ("*Guarantor*") previously entered into the Credit Agreement, dated as of March 12, 2007, by and among Assignor, Borrowers and Guarantor (the "*Credit Agreement*" and together with all agreements, documents and instruments executed in connection therewith or related thereto, the "*Loan Documents*"); and

WHEREAS, pursuant to the Credit Agreement, Humanetics executed and delivered in favor of Hilco the Trademark Security Agreement, dated as of March 12, 2007 (the "*Trademark Security Agreement*"), a copy of which is annexed as Exhibit A hereto; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 5, 2007 at Reel 003516 and Frame 0280; and

WHEREAS, pursuant to the Secured Party Bill of Sale, dated as of August 4, 2009 (the "*Secured Party Bill of Sale*"), Assignee purchased all right, title and interest of Assignor in and to the Trademark Security Agreement and the other Loan Documents; and

WHEREAS, Assignee desires that this Assignment be attached to and made part of the Trademark Security Agreement for purposes of evidencing the assignment to Assignee of all right, title and interest of Assignor in and to the Trademark Security Agreement and the Trademark Collateral (as defined therein).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor hereby (a) irrevocably assigns and transfers to Assignee, and Assignee hereby irrevocably accepts and assumes from Assignor, all right, title and interest of Assignor in and to the Trademark Security Agreement and the Trademark Collateral and (b) requests the U.S. Commissioner of Patents and Trademarks to record this Assignment for the purpose of evidencing the transfer to Assignee of all right, title and interest of Assignor in the Trademark Security Agreement and the Trademark Collateral.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed as of the date set forth above

ASSIGNOR

UNICREDIT BANK AG, NEW YORK
BRANCH, AS ATTORNEY-IN-FACT FOR
HILCO FINANCIAL, LLC (N/K/A 1310
FINANCIAL, LLC) UNDER POA DATED
DECEMBER 24, 2008

By: *Loriann Curnyn*

Name: LORIANN CURNYN
MANAGING DIRECTOR

Title: _____

By: *Shawn M. Pierce*

Name: Shawn M. Pierce, CFA
Director

Title: _____

ASSIGNEE

UNICREDIT BANK AG, NEW YORK
BRANCH

By: *Loriann Curnyn*

Name: LORIANN CURNYN
MANAGING DIRECTOR

Title: _____

By: *Shawn M. Pierce*

Name: Shawn M. Pierce, CFA
Director

Title: _____

Exhibit A to Assignment of Trademark Security Agreement
[Copy of Trademark Security Agreement]

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 12, 2007, made by HUMANETICS CORPORATION, a Minnesota corporation ("Grantor"), in favor of HILCO FINANCIAL, LLC, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (such Credit Agreement, as it may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "Credit Agreement"), by and among Grantor, Grantor's affiliates and Lender, Lender has agreed to make certain loans and other extensions of credit to or for the account of Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of that General Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, Grantor's affiliates and Lender, Grantor has granted to Lender for the benefit of Lender a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Security Agreement);

WHEREAS, Lender has required, as a condition, among others, to the making of any loans or other extensions of credit under the Credit Agreement, that Grantor execute and deliver this Agreement in favor of Lender;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for

past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world;

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other Person, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule 1 attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by Grantor and now or hereafter covered by such; and

(c) all proceeds of all of the foregoing.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and is not intended to increase the rights of Lender or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*- Remainder of Page Intentionally Left Blank -
Signature Page Follows*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HUMANETICS CORPORATION, a Minnesota corporation

By: Ronald J. Zank
Name: Ronald J. Zank
Title: Chief Executive Officer

ACCEPTED AND AGREED TO AS OF
MARCH __, 2007

HILCO FINANCIAL, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HUMANETICS CORPORATION, a Minnesota corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED TO AS OF
MARCH __, 2007

HILCO FINANCIAL, LLC, a Delaware limited liability company

By: 
Name: SCOTT MORSE
Title: EXECUTIVE VICE PRESIDENT / COO

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF MARCH 12, 2007**

HUMANETICS CORPORATION TRADEMARKS AND SERVICE MARKS

| REF | MARK | REG NUMBER | REG DATE |
|-----|--|------------|-----------|
| 1. | WEIGHT LOSS ACCELERATOR | 2,476,865 | 8/7/2001 |
| 2. | METABOLIC MIRACLE | 2,607,975 | 8/13/2002 |
| 3. | 7-KETO (and design) | 2,675,783 | 1/21/2003 |
| 4. | HUMANETICS THE SCIENCE OF SUPPLEMENTS. (and design) | 2,724,792 | 6/10/2003 |
| 5. | HUMANETICS THE SCIENCE OF SUPPLEMENTS. (and design) | 2,942,298 | 4/19/2005 |
| 6. | 7-KETO | 2,964,802 | 7/5/2005 |

HUMANETICS CORPORATION INTERNATIONAL TRADEMARKS AND SERVICE MARKS

| REF | COUNTRY | MARK | REG NUMBER | REG DATE |
|-----|---------------|---------------------|------------|------------|
| 1. | Germany | KETOLIFE | 397 53 018 | 07/14/1998 |
| 2. | France | KETOLIFE | 97701689 | 04/10/1998 |
| 3. | Great Britain | KETOLIFE | 2419679 | 10/30/1997 |
| 4. | Japan | KETOLIFE | 4,278,310 | 05/28/1999 |
| 5. | Australia | 7-KETO (and design) | 778,504 | 02/16/2001 |

Trademark Security Agreement

| | | | | |
|-----|--------|---------------------|-----------|------------|
| 6. | Canada | 7-KETO (and design) | 606,108 | 03/24/2004 |
| 7. | Canada | 7-KETO | 594,851 | 11/17/2003 |
| 8. | Europe | 7-KETO (and design) | 992,909 | 02/14/2001 |
| 9. | Japan | 7-KETO | 4,328,255 | 10/22/1999 |
| 10. | Japan | 7-KETO (and design) | 4,371,847 | 03/31/2000 |

HUMANETICS CORPORATION UNITED STATES TRADEMARK AND SERVICE MARK APPLICATIONS

| REF | MARK | SERIAL NUMBER | FILING DATE |
|-----|---------|---------------|-------------|
| 1. | AUGMUNE | 77/057271 | 12/05/2006 |

HUMANETICS CORPORATION INTERNATIONAL TRADEMARK AND SERVICE MARK APPLICATIONS

NONE

HUMANETICS CORPORATION TRADEMARK AND SERVICE MARK LICENSE AGREEMENTS

1. The Grantor (Humanetics Corporation) through its normal course of business of selling dietary ingredients has multiple non-exclusive license agreements for various trademarks with its customers. True and correct copies are maintained at its offices.
2. Trademark License Agreement AdvantRx Corporation 11-20-2002

Trademark Security Agreement