

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
NEW VITALITY SBP HOLDINGS, INC.		05/07/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, as Administrative Agent		
Street Address:	222 S. Riverside Plaza		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85503374	SUPER BETA PROSTATE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6741.002		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$40.00 85503374

Date:

05/08/2012

Total Attachments: 5

source=New Vilality SBP Trademark Security Agreement#page1.tif

source=New Vilality SBP Trademark Security Agreement#page2.tif

source=New Vilality SBP Trademark Security Agreement#page3.tif

source=New Vilality SBP Trademark Security Agreement#page4.tif

source=New Vilality SBP Trademark Security Agreement#page5.tif

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of May 7, 2012 (this "Amendment") is by and between NEW VITALITY SBP HOLDINGS, INC., a Delaware corporation ("Grantor") and FIFTH THIRD BANK, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

WITNESSETH:

WHEREAS, NAC Marketing Company, LLC ("Borrower"), Grantee and the Lenders party thereto entered into that certain Credit Agreement dated March 31, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement);

WHEREAS, Grantor guaranteed Borrower's obligations under the Credit Agreement pursuant to that certain Guaranty dated July 21, 2011 (the "Guaranty");

WHEREAS, in connection with the Guaranty, and in order to secure Grantor's obligations thereunder, Grantor and Grantee entered into that certain Trademark Security Agreement dated as of July 21, 2011 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"); and

WHEREAS, Grantor and Grantee have agreed to amend the Trademark Security Agreement in order to supplement Schedule 1 thereto to add additional Trademark Collateral to such Schedule 1;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. Schedule 1 to the Trademark Security Agreement is hereby amended by supplementing such Schedule 1 to include the information set forth on Schedule 1 attached hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. In proving this Amendment or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

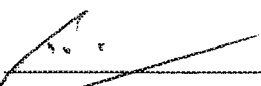
(c) Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK. WHENEVER POSSIBLE, EACH PROVISION OF THIS AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

NEW VITALITY SBP HOLDINGS, INC.

By 
Name _____
Title _____

GRANTEE:

FIFTH THIRD BANK, as Administrative Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

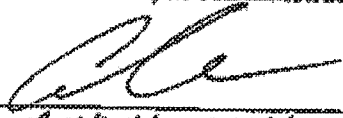
GRANTOR:

NEW VITALITY SBP HOLDINGS, INC.

By _____
Name _____
Title _____

GRANTEE:

FIFTH THIRD BANK, as Administrative Agent

By  _____
Name ANDREW SMART
Title VICE PRESIDENT

SCHEDULE 1

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

Trademark	Serial No.	File Date
SUPER BETA PROSTATE	85503374	12/23/2011