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
Biotab Nutraceuticals, Inc.		03/16/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	INTER/MEDIA TIME BUYING CORPORATION
Street Address:	22120 CLARENDON STREET
City:	WOODLAND HILLS
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	CORPORATION: CALIFORNIA

Name:	INTER/MEDIA ADVERTISING, INC
Street Address:	15760 VENTURA BLVD
Internal Address:	STE 110
City:	ENCINO
State/Country:	CALIFORNIA
Postal Code:	91436
Entity Type:	CORPORATION: CALIFORNIA

Name:	INTER/IMAGE PRODUCTIONS, INCORPORATED
Street Address:	15760 VENTURA BLVD
Internal Address:	STE 110
City:	ENCINO
State/Country:	CALIFORNIA
Postal Code:	91436
Entity Type:	CORPORATION: CALIFORNIA

Name:	INTER/POST PRODUCTIONS, INC
Street Address:	15760 VENTURA BLVD
Internal Address:	STE 110

OP $140.00 77130840

City:	ENCINO
State/Country:	CALIFORNIA
Postal Code:	91436
Entity Type:	CORPORATION: CALIFORNIA

Name:	BELLATRIX MEDIA, INC.
Street Address:	15760 VENTURA BLVD.
Internal Address:	STE 110
City:	ENCINO
State/Country:	CALIFORNIA
Postal Code:	91436
Entity Type:	CORPORATION: CALIFORNIA

Name:	MEDIAPOINT NETWORK, INC
Street Address:	22120 CLARENDON STREET
City:	WOODLAND HILLS
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	CORPORATION: CALIFORNIA

Name:	INTER/MEDIA INTERACTIVE, INC.
Street Address:	22120 CLARENDON STREET
City:	WOODLAND HILLS
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	CORPORATION: CALIFORNIA

Name:	INTERQUANTUM, LLC
Street Address:	22120 CLARENDON ST
City:	WOODLAND HILLS
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77130840	ALTERIL (SOMNIA LATORIL)
Serial Number:	77409837	GO BIG OR GO HOME
Serial Number:	77409795	LIVIN' LARGE

Serial Number:	77409738	BIGGER IS BETTER
Serial Number:	77232418	EXTENZE

CORRESPONDENCE DATA

Fax Number: 3107853564

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

Phone: 310.282.6264

Email: jwood@glaserweil.com

Correspondent Name: Jessica A. Wood

Address Line 1: 10250 Constellation Blvd.

Address Line 2: Glaser Weil Fink Jacobs Howard Avchen &

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Jessica A. Wood
Signature:	/Jessica A. Wood/
Date:	10/01/2013

Total Attachments: 12

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SECURITY AGREEMENT

Preamble - Grant of Security Interest

For good and valuable consideration, receipt of which is hereby acknowledged, this Security Agreement ("Security Agreement"), is entered into this 16th day of March, 2010 by and between **BIOTAB NUTRACEUTICALS, INC** ("Obligor" or "Biotab"), on the one hand, and **INTER/MEDIA TIME BUYING CORPORATION and all related entities including without limitation INTER/MEDIA ADVERTISING, INTER/IMAGE PRODUCTIONS, INC., INTERPOST PRODUCTIONS, INC., BELATRIX MEDIA, MEDIAPOINT NETWORK, INC., INTER/MEDIA INTERACTIVE, INC. and INTERQUANTUM, LLC,** ("Secured Party" or "Inter/Media"), on the other hand, on the following terms and conditions.

This Security Agreement is entered into by the parties hereto so as to secure the obligations, payment and performance of Biotab to Inter/Media in connection with the following agreements: (1) the Advertising Agreement and Related Services Agreement (the "Original Agreement") executed on May 27, 2003 by and between Dish Direct, Inc. and Secured Party, and (2) any and all Extensions, Amendments, Modifications, Supplements, and Addendum to the Advertising and Related Services Agreements, including without limitation, the Fourth Amendment to the Original Agreement, executed on or about October 8, 2008 (the extensions, modifications, amendments, supplements and addendum to the Original Agreement are collectively referred to as the "Advertising and Related Services Agreements"), and (3) the Amended Retail Sales, Marketing and Consulting Agreement executed August 1, 2008 by and between InterQuantum, LLC, and Biotab Nutraceuticals, Inc., and (4) Mutual Non-Disclosure Agreement, dated May 28, 2003 (hereafter, collectively referred to as "the Agreements").

This Security Agreement shall not operate to rescind, modify, or otherwise limit the enforceability of any prior agreements between the parties. Obligor expressly acknowledges, reaffirms, and agrees that its obligations to Secured Party, as set forth in the Advertising and Related Services Agreements, are binding on Obligor and enforceable against Obligor.

This Security Agreement applies, without limitation, to <u>all</u> transactions, obligations, occurrences, and debt related to the Agreements. The balance owed by Obligor in connection with the Agreements has grown beyond the Secured Party's expectations and comfort level and the parties to this Agreement recognize that the Secured Party could seek a monetary judgment against Obligor for amounts owed pursuant to the Agreements. Under these circumstances, Secured Party is reluctant to continue to have business dealings with Obligor and/or extend any further credit to Obligor. For good and valuable consideration, including without limitation, the Secured Party's agreement to refrain, up to and including June 26, 2010, from initiating a lawsuit to recover any amounts owed by Obligor to Secured Party that relate to media placed on or before December 31, 2009 only, in recognition of the detrimental effect entry any such lawsuit would have on Obligor's business prospects and credit worthiness, and in consideration of the

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Secured Party's continuing to do business with Obligor as of the date of this Security Agreement, Obligor has agreed to, and hereby grants the security interest herein, which applies to all transactions, obligations, occurrences, and debt related to the Agreements.

By this Security Agreement, Obligor, hereby grants to Secured Party a security interest in any and all of the Collateral ("the Collateral") as described in numbered paragraph 2 of this Security Agreement, on the following terms and conditions. The definition and description of each category of collateral listed below also incorporates by reference those definitions as set forth in the California Commercial Code, to the extent that the California Commercial Code uses such descriptive categories.

Attachment and Obligation Secured

1. The security interest hereby created shall attach immediately upon the execution of this Security Agreement by Obligor or the filing of the related UCC-1 financing statement, whichever is earlier, and shall secure the obligations, payment and performance to Inter/Media as required under the Agreements.

Description of Collateral

2. The Collateral covered by this Security Agreement and the Agreements, and in which a security interest is hereby granted and transferred to Secured Party, is as follows:

a. All Accounts, including without limitation, all Accounts Receivable;

b. All Chattel Paper;

c. All Contracts;

d. All Choses in Action;

e. All Rights of Action;

f. All Equipment;

g. All General Intangibles;

h. All Goods;

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i. All Instruments and Letters of Credit;

j. All Inventory;

k. All Securities;

l. All Investment Property;

m. All Deposit Accounts;

n. All money, cash or cash equivalent in whatever form

o. All rights in and to the proceeds of the sales of products in the form of credit card processing accounts, credit card merchant accounts, any and all other types of merchant accounts, the proceeds thereof, and all rights therein, in whatever form and wherever located;

p. All patents;

q. All copyrights;

r. All trademarks;

s. All Advertising and Marketing materials and media including, without limitation, television commercials, internet materials, and the intellectual property rights thereto;

t. Any and all customer lists, information identifying customers including name, address, telephone number, e-mail address, credit card provider and credit card numbers;

u. to the extent not otherwise included, all proceeds and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of each of the foregoing

Security Agreement Without Prejudice to Other Rights and Without Limitation as to Other Security Interests

3. The Security Agreement is without prejudice to any and all of Secured Party's rights not expressly set forth herein.

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Security Interest in Proceeds and After-Acquired Property

4. Obligor also hereby grants and transfers to Secured Party a security interest in any and all proceeds of the Collateral or any part thereof, as defined in the California Commercial Code.

5. Obligor also hereby grants and transfers to Secured Party a security interest in any and all after-acquired property of Obligor, acquired during the term of this Security Agreement, and falling within the definitions of Collateral set forth in numbered paragraph 2 of this Security Agreement.

6. The security interest hereby created secures a debt as to which the Secured Party has made no restrictions on Obligor as to the commercially reasonable and good faith use of the Collateral.

Warranties by Obligor

7. Obligor hereby represents and warrants to Secured Party that Obligor is the full legal and equitable owner of the Collateral, and no other person or entity has any right, title, interest or claim in or to the Collateral, or any part thereof, except as otherwise disclosed by Obligor.

Insurance

8. Until final termination of this Security Agreement, Obligor, at Obligor's own cost and expense, shall maintain all of its bank accounts (demand and if applicable time deposits) in institutions insured by the FDIC, or in an institution insured by a comparable Federal agency; and shall maintain all appropriate and necessary insurance on the Collateral (for full replacement value), and all aspects of its business premises and operations.

Identity of Collateral

9. Concurrently with the execution of this Security Agreement, Obligor shall provide in writing to Secured Party all information necessary for the perfection of the security interests granted hereby in the collateral ("the Collateral Information"). Each party to this Agreement shall cooperate fully in the execution of any other documents, and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and to perfect the security interests granted herein. Obligor shall keep the Collateral Information current by providing Secured Party with written updates upon any and all changes to such information within five (5) business days of any such change.

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Further, within five (5) business days of Secured Party's demand therefor, Obligor shall provide a written status of the then current Collateral Information, including any update thereof.

Use of Collateral

10. The Secured Party, by this Security Agreement, the Agreements, or otherwise, makes no attempt to hinder or restrict the reasonable and/or commercially appropriate use of the Collateral, or any part thereof, by the Obligor, except as otherwise stated herein.

Taxes and Assessments

11. Obligor shall pay from its own funds, as they become due, all taxes and assessments levied or assessed against the Collateral, or any part thereof, prior to the final termination of this Security Agreement.

Payment by Secured Party

12. Secured Party may, at its option but without obligation to do so, pay on behalf of Obligor, upon five (5) business days written notice, and on the account of Obligor, any taxes, assessments, insurance premiums, repair costs or maintenance costs that, pursuant to the terms of this Security Agreement, should have been, but were not, paid by Obligor.

13. After provision of three (3) business days notice to Obligor, Secured Party shall also have the right, at its option but without obligation to do so, to enter any of the premises where the Collateral, or any part thereof, is located, and cause to be performed as agent and on the account of Obligor, any and such acts that are actually necessary for the proper safety and preservation of the Collateral, or any part thereof.

14. Any monies reasonably and necessarily expended, or expenses reasonably and necessarily incurred, by Secured Party under this paragraph shall also be secured by the security interest created by this Security Agreement, and shall be deemed payable by Obligor to Secured Party, together with interest at eight percent (8%), on demand by Secured Party.

Default

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15. The following shall constitute a default under the terms of this Security Agreement and the Agreements:

a. Obligor's failure to perform any of the terms of this Security Agreement;

b. Any encumbrance, hypothecation, impairment, disposition, or sale of Obligor's assets, or the merger or acquisition of Obligor's business by any natural person, firm, fictitious entity, association, organization, partnership, business, trust, corporation, or any other entity, or the transfer of any stock in the Obligor, without the prior written consent of the Secured Party, whose consent shall not be unreasonably withheld, or

c. The making of an assignment for the benefit of creditors, being named the Debtor in an involuntary bankruptcy, or the filing of any bankruptcy petition by Obligor (including its dba, subsidiaries, related entities, divisions and joint ventures as defined in the first Paragraph of this Security Agreement); or

d. The material failure of Obligor to honors its contractual obligations to Secured Party.

In the event Obligor is in default, the obligations under the Agreements and this Security Agreement shall be accelerated and Secured Party shall have, without limitation or prejudice to any and/or all other lawful rights and remedies, all the rights and remedies afforded as a secured party by the California Commercial Code.

Subordination of Security Interest

16. Subordination of Security Interest. If in the future, Obligor determines that it needs additional financing that it deems necessary and essential for its continuing business operations, and the entity that is providing the additional financing requires a first priority security interest be granted in its favor, Secured Party agrees to subordinate its security interest in favor of the new financing if and only if the following conditions precedent are satisfied: (1) the dollar amount of the new financing is less than $300,000.00, (2) there have been no more than two such requests during a 15 month period, and (3) Secured Party determines that said financing is necessary and essential for the continuing successful operations of Obligor and consents to Obligor's request. Obligor shall make any such requests for determination by Secured Party in

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writing, and Secured Party shall respond in writing within ten (10) business days of receipt of such request. Secured Party shall not unreasonably refuse to consent to Obligor's request.

Acceleration

17. In the event of any default, the obligations evidenced by the Agreements and this Security Agreement, at the option of Secured Party, and with three (3) business days written notice to Obligor, shall become due and payable.

Notices

18. Any and all notices or other communications required or permitted by this Security Agreement, the Agreements, or by law to be served on, given to, or delivered to either party hereto, by the other party, shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered to any staff member of the party to whom it is directed, or when deposited pre-paid in the United States Mail, First Class postage, addressed to the party to whom it is delivered at the following addresses, and contemporaneously sent via facsimile to the following facsimile numbers:

Secured Party:

INTER/MEDIA TIME BUYING CORPORATION, INTER/MEDIA ADVERTISING, INTER/IMAGE PRODUCTIONS, INC., INTERPOST PRODUCTIONS, INC., BELATRIX MEDIA, INTER/MEDIA INTERACTIVE, INC., MEDIAPOINT NETWORK, INC., and INTERQUANTUM, LLC
Attn: Robert B. Yallen
15760 Ventura Boulevard, 1st Floor
Encino, CA 91436
TEL: (818) 995-1455
FAX: (818) 995-6093

with a copy to counsel:

Peter Bisno, Esq.
THE LAW OFFICES OF BISNO MULVANEY, LLP
21700 Oxnard Street, Suite 430
Woodland Hills, CA 91367
TEL: 818 657 0300
FAX: 818 657 0313

Obligor:

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BIOTAB NUTRACEUTICALS, INC.
401 East Huntington Drive
Monrovia, California 91016
TEL: (626) 844 3069
FAX: (626) 440 9138

with a copy to counsel:

Richard Sheridan Klein, Esq.
120 Granville, No. 13
Los Angeles, CA 90049
TEL: (310) 476-0453
FAX: (310) 476-9243

Any party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided above.

Perfection of Security Interests

19. Concurrently with the execution of this Security Agreement, or thereafter as required to fulfill the purpose of this Security Agreement, the parties hereto, shall perform any and all acts, give any and all notices, provide any and all information and execute any and all documents required to perfect the security interests created by this Security Agreement anywhere on a world-wide basis, including but not limited to bank notice(s) and agreements, UCC-1 Financing Statements, and/or any and all forms necessary for perfection of security interests in trademarks, patents and copyrights. Obligor shall cooperate with Secured Party in providing all information necessary for perfection of the security interests granted hereby.

Waiver

20. Neither the acceptance of any partial or delinquent payment by Secured Party, nor Secured Party's failure to exercise any of its rights or remedies upon default by Obligor, shall be a waiver of the default, a modification of this Security Agreement, a waiver of Obligor's obligations under this Security Agreement, or a waiver of any subsequent default by Obligor.

Binding on Successors and Assigns

21. This Security Agreement, the Agreements, and payment requirements established by Secured Party as to the Agreements, and each of their provisions, shall be binding on the successors and assigns of Obligor, and any third party acquiring any ownership interest in Obligor, or any of Obligor's assets and/or stock.

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Sole and Only Agreement

22. The Agreements, and this Security Agreement constitute the sole and only agreements between the parties respecting the matter(s) set forth herein, and correctly set forth the rights, duties, and obligations of each party to the other party with respect thereto.

Written Modifications Only

23. This Security Agreement may not be modified in any way, except in writing, with any such instrument being duly executed by authorized representatives of the parties.

Release of Security Interests

24. Upon full payment by Obligor of all sums owed under the Agreements and this Security Agreement, Secured Party shall promptly cause the security interests created herein to be released.

Venue and Jurisdiction

25. Should litigation arise to enforce any of the terms of the Agreements or this Security Agreement, venue and jurisdiction for any such litigation shall conclusively be deemed to be in Los Angeles County, California, and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California.

Attorney's Fees

26. Should litigation arise between the parties hereto concerning the Agreements or this Security Agreement, or the rights and duties of the parties in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees, plus costs, expended in the course of such litigation, which amount shall be determined by the Court in such litigation or in a separate action brought for that purpose.

Mutually Drafted Document

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27. All parties acknowledge that this Security Agreement was drafted mutually and after full discussion and negotiation. All parties agree that any ambiguit(y)(ies) herein shall not be construed against any particular party.

Severability

28. Should any portion of this Security Agreement be deemed void, voidable or unenforceable, the remaining portions unaffected thereby shall be, and remain, in full force and effect, and fully and completely enforceable.

Authority to Execute and Bind

29. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Documents may be transmitted by facsimile device, and signatures thereby transmitted shall be deemed originals for the purposes of execution of this agreement. The person who executes this Security Agreement hereby expressly represents and warrants that he/she has the express and binding authority to do so, and has secured the express written authority and consent of any entity that he/she is signing for, in the manner required by law to enter into this Security Agreement. A certified copy of a resolution of the Board of Directors of Obligor authorizing the execution of this Security Agreement may be attached hereto and incorporated herein by this reference.

Opportunity to Consult With Counsel

30. All parties have been given an opportunity to consult with independent counsel regarding the legal effect and advisability of entering into this Security Agreement.

Total Number of Pages

31. The total number of pages of this Security Agreement, including signature blocks, and including exhibit(s), is **12**.

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Secured Party:

INTER/MEDIA TIME BUYING CORPORATION, INTER/MEDIA ADVERTISING, INTER/IMAGE PRODUCTIONS, INC., INTERPOST PRODUCTIONS, INC., BELATRIX MEDIA, INTER/MEDIA INTERACTIVE, INC., MEDIAPOINT NETWORK, INC., and INTERQUANTUM, LLC

Dated: 03-16-10

Robert B. Yallen
President and Chief Executive Officer

Obligor:

Obligor: BIOTAB NUTRACEUTICALS, INC.

Dated: 4-12-10

Robert Winter
Authorized Officer

Dated: 4/9/10

Tamara Gibson
Authorized Officer

APPROVED AS TO FORM AND CONTENT

Dated: 3/16/2010

LAW OFFICES OF BISNO MULVANEY, LLP

By_____
Peter Bisno
Attorneys for Secured Party

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Dated: 4/13/10

LAW OFFICES OF RICHARD SHERIDAN KLEIN

By _____
Richard Sheridan Klein
Attorneys for Obligor

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RECORDED: 10/01/2013 REEL: 005121 FRAME: 0177