

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478022

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Release of Security Interests in Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Seacoast Capital Partners II, L.P.		06/12/2018	Limited Partnership: DELAWARE
DRD Family Partnership, LP		06/12/2018	Limited Partnership: ILLINOIS
CAC, LLC		06/12/2018	Limited Liability Company: ILLINOIS
Tom Dammeyer		06/12/2018	Sole Proprietorship:

RECEIVING PARTY DATA

Name:	Isagenix Worldwide, LLC
Street Address:	2225 South Price Road
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85286
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3520509	HAPPY CHOCOLATES THAT SATISFY
Registration Number:	2858499	HAVE YOUR CAKE & EAT IT TOO
Registration Number:	3039625	IONIX
Registration Number:	3520510	ISADELIGHT
Registration Number:	2198293	ISAGENIX
Registration Number:	3109846	ISAMUNE
Registration Number:	3339556	ISANUTRITIONALS
Registration Number:	2870178	ISAPRO
Registration Number:	3089206	SALAD BAR
Registration Number:	2926600	SLIMCAKES
Registration Number:	3171446	WANT MORE ENERGY?
Registration Number:	3656307	A
Registration Number:	3708543	CLEANSE FOR LIFE
Registration Number:	3710161	ISABODY CHALLENGE
Registration Number:	3501876	ISACLEANSE

OP \$765.00 3520509

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3480472	ISACRUNCH
Registration Number:	3472122	ISACRUNCH
Registration Number:	3512555	ISADERMIX
Registration Number:	3282135	ISAFLUSH
Registration Number:	3621838	ISAOMEGA SUPREME
Registration Number:	3173979	C-LYTE
Registration Number:	3203718	ISAFRUIT
Registration Number:	3244348	ISAGENIX
Registration Number:	3203741	ISAGENIX
Registration Number:	3227447	ISAGENIX INTERNATIONAL
Registration Number:	3203719	ISAKIDS
Registration Number:	3203762	ISALEAN
Registration Number:	3224565	ISALYTE
Registration Number:	3524741	ISAWALLET
Registration Number:	3227463	ISAWEALTH

CORRESPONDENCE DATA

Fax Number: 6175236850

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

Phone: 617-523-2700

Email: susan.dinicola@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	06/14/2018

Total Attachments: 54

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NOTICE OF RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

This Notice of Release of Security Interests in Intellectual Property is made as of the 12th day of June, 2018 (this "Notice"), by **Isagenix Worldwide LLC**, a Delaware limited liability company (the "Company"), in favor of the Company and its Affiliates identified in Schedule A (collectively, "Grantors"), as authorized by **Seacoast Capital Partners II, L.P.**, a Delaware limited partnership ("Seacoast"), **DRD Family Partnership, LP**, an Illinois limited partnership ("DRD"), **CAC, LLC**, an Illinois limited liability company ("CAC"), and **Tom Dammeyer**, an individual residing in the State of Illinois ("Dammeyer"), and together with Seacoast, DRD and CAC, each individually, a "Purchaser" and collectively, the "Purchasers").

WHEREAS, an Amended and Restated Security Agreement, dated February 16, 2010 and effective as of February 1, 2010, made by the Grantors in favor of the Purchasers was recorded on March 17, 2010 by the Trademark Assignment Division of the U.S. Patent and Trademark Office, at Reel/Frame 4169/0012 (the "Security Agreement").

WHEREAS, the Grantors have made payment to satisfy the obligations owed to each Purchaser by the Grantors under the above recorded Security Agreement as evidenced by (i) that certain Payoff Letter, dated as of September 30, 2010, by and among Seacoast and the Grantors a copy of which is attached hereto as Exhibit A (the "Seacoast Payoff Letter"), (ii) that certain Payoff Letter, dated as of September 30, 2010, by and among DRD and the Grantors a copy of which is attached hereto as Exhibit B (the "DRD Payoff Letter"), (iii) that certain Payoff Letter, dated as of September 30, 2010, by and among CAC and the Grantors a copy of which is attached hereto as Exhibit C (the "CAC Payoff Letter") and (iv) that certain Payoff Letter, dated as of September 30, 2010, by and among Dammeyer and the Grantors a copy of which is attached hereto as Exhibit D (the "Dammeyer Payoff Letter"; the Dammeyer Payoff Letter, the Seacoast Payoff Letter, the DRD Payoff Letter and the CAC Payoff Letter, each a "Payoff Letter", and collectively, the "Payoff Letters").

WHEREAS, pursuant to the terms of each Payoff Letter, the Grantors are authorized by each Purchaser "to file UCC termination statements and any other applicable documents effecting the releases, discharges and terminations described" in each Payoff Letter (the "Authorization").


NOW THEREFORE, the Company files this Notice to evidence the termination, release and discharge of all of each Purchaser's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created in Grantors' trademarks listed on Schedule B hereto (the "Intellectual Property") pursuant to the Security Agreement.

If and to the extent that any Purchaser has acquired any right, title or interest in or to any of the Grantors' Intellectual Property, it hereby assigns and transfers such rights, title or interest to Grantors, along with any goodwill in the Trademarks that such Purchaser may have acquired.

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IN WITNESS WHEREOF, the Company has caused this Notice to be signed as of the date first set forth above by a duly authorized representative.

ISAGENIX WORLDWIDE LLC

BY: 
NAME: Justin Powell
TITLE: Chief Legal Officer and General Counsel & Secretary

[Signature Page to Notice of Release of Security Interest in Intellectual Property]

#58097826

TRADEMARK
REEL: 006353 FRAME: 0005

Schedule A

Affiliates:

Isagenix International, LLC
Isagenix Puerto Rico, Inc.
Isagenix Canada, ULC
Isagenix (Asia Pacific), Australia Pty Ltd

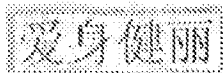
Schedule B
Trademarks:

Trademark Records By Country

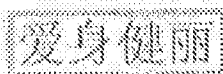
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Australia								
	IONIX							
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	ISACLEANSE							
isagenix Worldwide		Australia	1100003	1100003	18 Apr 2008	8	Registered	
	ISADERMIX							
isagenix Worldwide		Australia	1111741	1111741	4 May 2008	8	Registered	
	ISAGENIX							
isagenix Worldwide		Australia	1100432	1100432	18 Apr 2008	8, 9, 35, 38	Registered	
	ISAGENIX (logo)							
isagenix Worldwide		Australia	1100433	1100433	18 Apr 2008	8, 9, 35, 38	Registered	
	ISANDITIONALS							
isagenix Worldwide		Australia	1100002	1100002	18 Apr 2008	5, 41	Registered	
	ISAWEALTH							
isagenix Worldwide		Australia	1100004	1100004	18 Apr 2008	09, 30	Registered	
	ISABIZ							
isagenix Worldwide, LLC		Australia	1210000	1210000	18 Dec 2007	41	Registered	
	ISABODY CHALLENGE							
isagenix Worldwide, LLC		Australia	1231415	1231415	28 Mar 2008	41	Registered	
	ISAGOMER SUPREME							
isagenix Worldwide, LLC		Australia	1300423	1300423	18 May 2008	8	Registered	
Brazil								
	ISABIZ							
isagenix Worldwide, LLC		Brazil	80946880	80946880	18 Jun 2010	41	Registered	
Canada								
	IONIX							

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Isagenix Worldwide	ISACLEANSE	Canada	1296732	684478	23 Mar 2007	5	Registered
Isagenix Worldwide	ISADERMIX	Canada	1296733	719827	30 Jul 2008	5	Registered
Isagenix Worldwide	ISAGENIX	Canada	1296730	685093	30 Mar 2007	3,5,35	Registered
Isagenix Worldwide	ISALYTE	Canada	1296736	684992	29 Mar 2007	5	Registered
Isagenix Worldwide	ISANUTRITIONALS	Canada	1297336	685091	30 Mar 2007	5,41	Registered
Isagenix Worldwide	ISAWEALTH	Canada	1296735	684993	29 Mar 2007	35	Registered
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China							
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Isagenix Worldwide, LLC	ISAGENIX	China	5316308	5316308	21 Jul 2009	35	Registered
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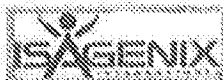
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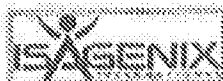
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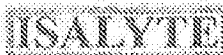
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ISAGENIX

Isagenix Worldwide

CTM

005058565

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16 Apr 2007

3,5,35

Registered



ISAGENIX (logo)

Isagenix Worldwide

CTM

005058706

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26 Jul 2007

3,5,35

Registered



ISANUTRITIONALS

Isagenix Worldwide

CTM

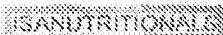
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Isagenix Worldwide, LLC

CTM

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Registered

ISABODY
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CTM

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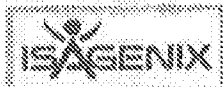
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Hong Kong

IONIX

Isagenix Worldwide

Hong Kong

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ISACLEANSE

Isagenix Worldwide

Hong Kong

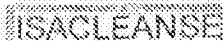
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ISALYTE

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24 Apr 2006

5

Registered



ISANUTRITIONALS

Isagenix Worldwide

Hong Kong

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24 Apr 2006

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Registered



ISAWEALTH

Isagenix Worldwide

Hong Kong

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24 Apr 2006

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TRADEMARK

TRADEMARK

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CHINESE
CHARACTERS)
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Hong Kong

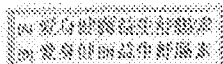
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isagenix Worldwide LLC

Hong Kong

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26 Nov 2008

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Registered

ISAMUNE

isagenix Worldwide LLC

Hong Kong

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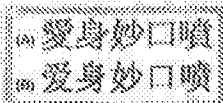
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Hong Kong

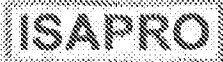
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Hong Kong

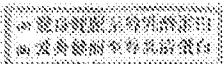
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20 Dec 2007

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Hong Kong

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24 Apr 2006

3,5,35

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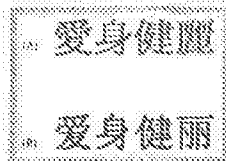
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(Chinese
characters)
(series of 2
marks)

TRADEMARK

TRADEMARK

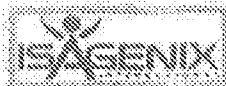
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ISAOMEGA SUPREME

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Japan

IONIX

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ISACLEANSE

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ISADERMIX

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ISALYTE

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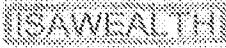
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ISAWEALTH

isagenix Worldwide Japan 2006-036465 4998905 27 Oct 2006 35 Registered



ISABODY CHALLENGE

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ISADIARY











isagenix Worldwide, LLC Japan 2008-095300 5287198 18 Sep 2009 44 Registered

ISAGENIX

TRADEMARK

TRADEMARK

REEL: 006353 FRAME: 0012

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TRADEMARK

TRADEMARK

REEL: 006353 FRAME: 0013


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ISAGENIX (logo)

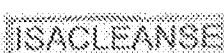
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Mexico


IONIX

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ISACLEANSE

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ISADERMIX

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ISAGENIX

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ISAGENIX

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ISAGENIX

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ISAGENIX (logo)

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ISAGENIX (logo)

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ISAGENIX (logo)

isagenix Worldwide		Mexico	800102	964594	29 Nov 2006	3	Registered
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ISALYTE

isagenix Worldwide		Mexico	781390	947884	18 Aug 2006	5	Registered
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ISANUTRITIONALS

isagenix Worldwide		Mexico	781387	947881	18 Aug 2006	5	Registered
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ISANUTRITIONALS

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Isagenix Worldwide		Mexico	781388	947882	18 Aug 2006	41	Registered
Isagenix Worldwide	ISAWEALTH	Mexico	781385	936567	29 May 2006	36	Registered
Isagenix Worldwide		Mexico	781386	979671	12 Apr 2007	35	Registered
Isagenix Worldwide, LLC	ISABIZ	Mexico	908225	1025493	21 Feb 2008	41	Registered
Isagenix Worldwide, LLC	ISABODY CHALLENGE	Mexico	928683	1046533	25 Jun 2008	41	Registered
Isagenix Worldwide, LLC	ISADIARY	Mexico	977222	1079040	14 Jan 2009	44	Registered
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Isagenix Worldwide, LLC		Mexico	908227	1058078	29 Aug 2008	3	Registered
Isagenix Worldwide, LLC	ISAGENIX (logo)	Mexico	908228	1035447	18 Apr 2008	5	Registered
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New Zealand							
Isagenix Worldwide	IONIX	New Zealand	746495	746495	18 Apr 2006	5	Registered
Isagenix Worldwide	ISACLEANSE	New Zealand	746665	746665	19 Apr 2006	5	Registered
Isagenix Worldwide	ISADERMIX	New Zealand	746498	746498	13 Apr 2006	5	Registered
Isagenix Worldwide		New Zealand	746498	746498	13 Apr 2006	5	Registered
Isagenix Worldwide	ISAGENIX	New Zealand	746496	746496	8 Feb 2007	3,5,35,36	Registered
Isagenix Worldwide		New Zealand	746496	746496	8 Feb 2007	3,5,35,36	Registered
Isagenix Worldwide	ISAGENIX (logo)						

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REEL: 006353 FRAME: 0016

Isagenix Worldwide		New Zealand	746497	746497	8 Feb 2007	3,5,35,36	Registered
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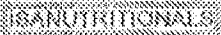
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ISALYTE

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ISANUTRITIONALS

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ISAWEALTH

Isagenix Worldwide		New Zealand	746666	746666	19 Apr 2006	35,36	Registered
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ISABIZ

Isagenix Worldwide, LLC		New Zealand	782085	782085	3 Jan 2008	41	Registered
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ISABODY
CHALLENGE

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ISADIARY

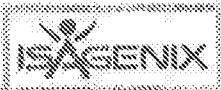
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ISAOMEGA
SUPREME


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Philippines

ISAGENIX (logo)

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ISAWEALTH

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ISABIZ

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ISABODY
CHALLENGE

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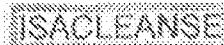
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Russian Federation

ISACLEANSE

Isagenix Worldwide



Russian Federation

2006710087

328213

19 Jun 2007 5

Registered

ISADERMIX

Isagenix Worldwide



Russian Federation

2006709214

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16 Jul 2007 5

Registered

ISAGENIX

Isagenix Worldwide



Russian Federation

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19 Jun 2007 5

Registered

ISAGENIX

Isagenix Worldwide



Russian Federation

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ISAGENIX LOGO

Isagenix Worldwide



Russian Federation

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25 Jun 2007 3,35,36

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ISANUTRITIONALS

Isagenix Worldwide



Russian Federation

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ISAWEALTH

Isagenix Worldwide



Russian Federation

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17 Aug 2007 35

Registered

ISABIZ

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Russian Federation

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ISABODY CHALLENGE

Isagenix Worldwide, LLC

Russian Federation

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22 Apr 2009 41

Registered

ISAGENIX (logo)

Isagenix Worldwide, LLC



Russian Federation

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25 Jun 2007 5

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Singapore

IONIX

Isagenix Worldwide



Singapore

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12 Apr 2006 5

Registered

ISACLEANSE

Isagenix Worldwide



Singapore

T06/07282B

T06/07282B

19 Apr 2006 5

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ISADERMIX

Isagenix Worldwide

Singapore

T07/11488Z

T07/11488Z

24 May 2007 3

Registered

TRADEMARK

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REEL: 006353 FRAME: 0018

ISADERMIX

ISAGENIX

Isagenix Worldwide

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T06/07149D

T06/07149D

17 Apr 2006

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ISAGENIX

ISAGENIX

Isagenix Worldwide

Singapore

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17 Apr 2006

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ISAGENIX

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17 Apr 2006

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Registered

ISAGENIX

ISAGENIX (logo)

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17 Apr 2006

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ISAGENIX

ISAGENIX (logo)

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17 Apr 2006

3

Registered

ISAGENIX

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17 Apr 2006

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Registered

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ISAGENIX (logo)

Isagenix Worldwide

Singapore

T0724067B

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27 Dec 2007

3,5,35

Registered

ISAGENIX

ISALYTE

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Singapore

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12 Apr 2006

5

Registered

ISALYTE

ISANUTRITIONALS

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19 Apr 2006

41

Registered

ISANUTRITIONALS

ISANUTRITIONALS

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Singapore

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19 Apr 2006

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Registered

ISANUTRITIONALS

ISAWEALTH

Isagenix Worldwide

Singapore

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Registered

ISAWEALTH

ISABIZ

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18 Dec 2007

41



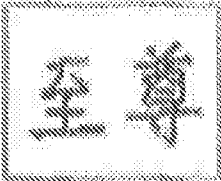



Registered

ISABODY
CHALLENGE

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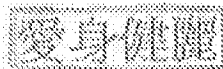
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(Chinese characters)

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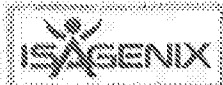
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ISAGENIX (logo)

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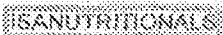
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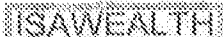
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ISAWEALTH

isagenix Worldwide, LLC Taiwan 095019781 1240617 1 Dec 2006 35,36 Registered



Thailand

IONIX

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ISACLEANSE

isagenix Worldwide Thailand 624967 KOR257305 7 Mar 2007 5 Registered



ISADERMIX

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ISAGENIX

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ISAGENIX

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ISAGENIX (logo)

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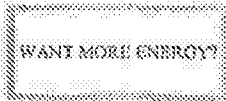
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Isagenix Worldwide, LLC		Thailand	682616	BOR42004	21 Dec 2007	41	Registered
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	ISABODY CHALLENGE						
Isagenix Worldwide, LLC		Thailand	691633	BOR43543	1 Apr 2008	41	Registered

United States of America

Isagenix Worldwide	HAPPY CHOCOLATES THAT SATISFY	United States of America	77452583	3520509	21 Oct 2009	5,30	Registered
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HAVE YOUR CAKE

Isagenix Worldwide	& EAT IT TOO	United States of America	76420065	2658499	29 Jun 2004	5	Registered
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Isagenix Worldwide	SLIMCAKES	United States of America	76421094	2926600	15 Feb 2005	5	Registered
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isagenix Worldwide, LLC



United States of America

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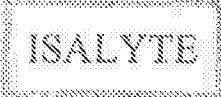
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30 Jan 2007 5

Registered

ISALYTE

isagenix Worldwide, LLC



United States of America

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9 Apr 2007 5

Registered

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isagenix Worldwide, LLC

United States of America

77062589

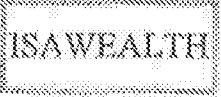
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28 Oct 2008 36

Registered

ISAWEALTH

isagenix Worldwide, LLC



United States of America

78863627

3227483

10 Apr 2007 35,36

Registered

END OF REPORT

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Exhibit A

Seacoast Capital Payoff Letter

(see attached)

Seacoast Capital Partners II, L.P.
c/o Seacoast II Advisors, LLC
55 Ferncroft Road
Denvers, Massachusetts 01923

September 30, 2010

ISAGENIX WORLDWIDE LLC
2225 S. Price Road
Chandler, Arizona 85286

Payoff Letter

Ladies and Gentlemen:

Reference is hereby made to the Note Agreement, dated February 16, 2010 (the "Note Agreement"), and effective as of February 1, 2010, by and among ISAGENIX WORLDWIDE LLC, a Delaware limited liability company ("Worldwide"), ISAGENIX INTERNATIONAL, LLC, an Arizona limited liability company ("International"), ISAGENIX PUERTO RICO, INC., an Arizona corporation ("IsaPR"), ISAGENIX CANADA, ULC, a Nova Scotia unlimited liability company ("IsaCan"), ISAGENIX (ASIA PACIFIC), AUSTRALIA PTY LTD, an Australian proprietary company ("Australia"), ISAGENIX HOLDINGS (ASIA PACIFIC) LIMITED, a Hong Kong private limited company ("Holdings Asia"), ISAGENIX (ASIA PACIFIC) HONG KONG, LIMITED, a Hong Kong limited liability company ("Hong Kong"), and ISAGENIX CHINA HOLDING CO., LIMITED, a Hong Kong limited liability company ("China Holding") and, collectively with Worldwide, International, IsaPR, IsaCan, Australia, Holdings Asia and Hong Kong, the "Company"), SEACOAST CAPITAL PARTNERS II, L.P., a Delaware limited partnership ("Seacoast Capital"), DRD FAMILY PARTNERSHIP, LP, an Illinois limited partnership ("DRD"), CAC, LLC, an Illinois limited liability company ("CAC"), and TOM DAMMEYER, an individual residing in the State of Illinois ("Dammeyer") and, collectively with Seacoast Capital, DRD, CAC and Dammeyer, the "Holdings"). All undefined capitalized terms used herein shall have the meanings set forth in the Note Agreement.

Seacoast Capital has been informed that the Company will be making arrangements to pay off all of the liabilities, Obligations and Indebtedness, other than the obligation to pay the "Liquidity Payment" as defined in each of the Contingent Purchase Price Agreements, owing to Seacoast Capital and the other Holders under the Note Agreement, the Notes held by the Holders, and the Security Documents (other than contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff) (such liabilities being referred to herein collectively as the "Designated Obligations") and the Note Agreement, Notes, and the Security Documents being referred to herein collectively as the

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"Loan Documents"). The amount necessary to pay all of the Designated Obligations in full (the "Payoff Amount") is agreed to be the dollar amount set forth on the row labeled "Payout + Interest" under the column labeled "Seacoast" on Exhibit A attached hereto for the date on which payment is received by Seacoast Capital by 3:00 p.m. Pacific Time (the "Payoff Date"); provided, however, that if the Payoff Amount is not received by Seacoast Capital on or before 3:00 p.m. Pacific Time on October 1, 2010 in immediately available funds, this letter agreement will automatically terminate.

Notwithstanding anything to the contrary provided herein, it is a condition to the effectiveness of this letter agreement that Patton Boggs LLP be paid \$_____ (the "Legal Fees") by wire transfer in immediately available funds to the following account on the Payoff Date:

Bank: Wachovia Bank
1300 I Street, N.W., 11th Floor
Washington, D.C. 20005
ABA Routing No.: [REDACTED]
Account No.: [REDACTED]
Beneficiary: Patton Boggs LLP
Reference: Seacoast Capital / Isagenix 009091.0164

This letter will confirm that, upon Seacoast Capital's receipt by wire transfer of the Payoff Amount in immediately available funds on the Payoff Date to the following account:

Bank: TD Bank
232 S. Main Street
Middleton, Massachusetts 01949
ABA Routing No.: [REDACTED]
Account Name: Seacoast Capital Partners II, L.P.
Account No.: [REDACTED]
Reference: Isagenix

Seacoast Capital automatically (i) releases and terminates all liens and security interests it has in the Collateral under the Loan Documents and (ii) except as provided below, releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against the Company in connection with the Designated Obligations. Seacoast Capital hereby represents that it has no other credit arrangements with, loans outstanding to, guaranties by, or interests or liens against the Company's personal or real property, except the contractual right to receive the Liquidity Payment, if any, as provided in the Agreement Relating to the Determination of Contingent Purchase Price dated February 16, 2010 and effective as of February 1, 2010 between Seacoast Capital and Worldwide (the "Seacoast Contingent Purchase Price Agreement"). The Company automatically releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against Seacoast Capital in connection with the Designated Obligations.

The Company and Seacoast Capital acknowledge and agree that, notwithstanding anything to the contrary in this letter, (i) the Seacoast Contingent Purchase Price Agreement will remain in effect following receipt by Seacoast Capital of the Payoff Amount, (ii) the Company shall not be released from its obligation to pay any "Liquidity Payment", as defined in the Seacoast Contingent Purchase Price Agreement, to Seacoast Capital, (iii) Seacoast Capital's right to receive certain proceeds of a "Qualifying Transaction", as defined in the Seacoast Contingent Purchase Price Agreement, including through the Liquidity Payment, is subordinate, in terms of payment priority, to the prior payment in full of the Company's bona fide third party debt for borrowed money, and (iv) the Company shall not be released from contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff.

Seacoast Capital hereby authorizes the Company (including the Company's legal counsel or any other representatives) and/or the Company's new secured lenders, from time to time after receipt of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, to file UCC termination statements and any other applicable documents effecting the releases, discharges and terminations described herein. Seacoast Capital shall promptly deliver (i) to the Company the original Note held by Seacoast Capital, and (ii) to the Company or, at the Company's request, any of its new secured lenders, stock certificates, certificates of title, documents, instruments, chattel paper and other Collateral in the possession of Seacoast Capital or its agents, if any, that were delivered to Seacoast Capital or its agents in order to perfect Seacoast Capital's liens thereon. Seacoast Capital further agrees, from time to time after receipt of the Payoff Amount, at the Company's expense, to execute and deliver to the Company (or its legal counsel or other representative) and/or the Company's new secured lenders such further instruments and documents that are provided to Seacoast Capital and to take such further actions as may be reasonably requested by the Company to fully effect the releases, discharges and terminations described herein.

Seacoast Capital acknowledges that, except as expressly set forth in this letter, upon the payment of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, there are no further outstanding Designated Obligations owing by the Company to Seacoast Capital.

Notwithstanding anything to the contrary provided herein, if, for any reason, any of the Payoff Amount or any other amount applied by Seacoast to payment of the Designated Obligations is voided or rescinded or must otherwise be returned to the Company, the Company acknowledges and agrees that the Designated Obligations and the Loan Documents will automatically be reinstated to that extent.

[Signature Page Follows]

Very truly yours,

SEACOAST CAPITAL:

SEACOAST CAPITAL PARTNERS II, L.P.

By: Seacoast II Advisors, LLC,
its general partner

By: 
Name: Jeffrey J. Holland
Title: Member

APPROVED AND AGREED TO:
COMPANY:

ISAGENIX WORLDWIDE LLC

By: _____
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: _____
Name: Kevin Adams
Title: Director

ISAGENIX INTERNATIONAL, LLC

By: _____
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX (ASIA PACIFIC) HONG KONG,
LIMITED

By: _____
Name: Kevin Adams
Title: Director

ISAGENIX CANADA, ULC

By: _____
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: _____
Name: James Arthur Coover
Title: Director

ISAGENIX PUERTO RICO, INC.

By: _____
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX (ASIA PACIFIC), AUSTRALIA
PTY LTD

By: _____
Name: Kevin Adams
Title: Director

Very truly yours,

SEACOAST CAPITAL:

SEACOAST CAPITAL PARTNERS II, L.P.

By: Seacoast II Advisors, LLC,
its general partner

By: _____
Name: Jeffrey J. Holland
Title: Member

APPROVED AND AGREED TO:
COMPANY:

ISAGENIX WORLDWIDE LLC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX INTERNATIONAL, LLC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX (ASIA PACIFIC) HONG KONG,
LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX CANADA, ULC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: James Arthur Coover
Name: James Arthur Coover
Title: Director

ISAGENIX PUERTO RICO, INC.

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX (ASIA PACIFIC), AUSTRALIA
PTY LTD

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

TRADEMARK

REEL: 006353 FRAME: 0031

Exhibit A

[See Attached]

578910

Isagenix International, LLC
 Minority Note Balance & Interest Calculations

09/30/10

	<u>Date</u>	<u>DRD</u> 17.391%	<u>CAC</u> 32.518%	<u>ID</u> 4.003%	<u>Success</u> 46.087%	<u>Total</u> 100.000%
Note Balance for 09/10 Interest Calculation	09/30/10	8,017,406	14,990,952	1,845,535	21,246,107	46,100,000
Interest Calculation						
- Interest Due - 09/27/10		84,183	157,405	19,378	223,084	484,050
- Interest Due - 09/28/10		87,301	163,235	20,096	231,347	501,979
- Interest Due - 09/29/10		90,419	169,065	20,814	239,609	519,907
- Interest Due - 09/30/10		93,536	174,894	21,531	247,871	537,832
- Interest Due - 10/01/10		96,654	180,724	22,249	256,134	555,761
Payout + Interest - 09/27/10	09/27/10	8,101,589	15,148,357	1,854,913	21,469,191	45,584,050
Payout + Interest - 09/28/10	09/28/10	8,104,707	15,154,187	1,865,631	21,477,454	45,601,979
Payout + Interest - 09/29/10	09/29/10	8,107,825	15,160,017	1,866,349	21,485,716	45,619,907
Payout + Interest - 09/30/10	09/30/10	8,110,942	15,165,846	1,867,066	21,493,978	45,637,832
Payout + Interest - 10/01/10	10/01/10	8,114,060	15,171,676	1,867,784	21,502,241	45,655,761

Exhibit B
DRD Payoff Letter
(see attached)

DRD Family Partnership, LP
4350 La Jolla Village Drive, Suite 320
San Diego, California 92122

September 30, 2010

ISAGENIX WORLDWIDE LLC
2225 S. Price Road
Chandler, Arizona 85286

Payoff Letter

Ladies and Gentlemen:

Reference is hereby made to the Note Agreement, dated February 16, 2010 (the "Note Agreement"), and effective as of February 1, 2010, by and among ISAGENIX WORLDWIDE LLC, a Delaware limited liability company ("Worldwide"), ISAGENIX INTERNATIONAL, LLC, an Arizona limited liability company ("International"), ISAGENIX PUERTO RICO, INC., an Arizona corporation ("IsaPR"), ISAGENIX CANADA, ULC, a Nova Scotia unlimited liability company ("IsaCan"), ISAGENIX (ASIA PACIFIC), AUSTRALIA PTY LTD, an Australian proprietary company ("Australia"), ISAGENIX HOLDINGS (ASIA PACIFIC) LIMITED, a Hong Kong private limited company ("Holdings Asia"), ISAGENIX (ASIA PACIFIC) HONG KONG, LIMITED, a Hong Kong limited liability company ("Hong Kong"), and ISAGENIX CHINA HOLDING CO., LIMITED, a Hong Kong limited liability company ("China Holding" and, collectively with Worldwide, International, IsaPR, IsaCan, Australia, Holdings Asia and Hong Kong, the "Company"), SEACOAST CAPITAL PARTNERS II, L.P., a Delaware limited partnership ("Seacoast Capital"), DRD FAMILY PARTNERSHIP, LP, an Illinois limited partnership ("DRD"), CAC, LLC, an Illinois limited liability company ("CAC"), and TOM DAMMEYER, an individual residing in the State of Illinois ("Dammeyer" and, collectively with Seacoast Capital, DRD, CAC and Dammeyer, the "Holders"). All undefined capitalized terms used herein shall have the meanings set forth in the Note Agreement.

DRD has been informed that the Company will be making arrangements to pay off all of the liabilities, Obligations and Indebtedness, other than the obligation to pay the "Liquidity Payment" as defined in each of the Contingent Purchase Price Agreements, owing to DRD and the other Holders under the Note Agreement, the Notes held by the Holders, and the Security Documents (other than contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff) (such liabilities being referred to herein collectively as the "Designated Obligations" and the Note Agreement, Notes, and the Security Documents being referred to herein collectively as the "Loan Documents"). The amount necessary to pay all of the Designated Obligations in full (the "Payoff"),

578910

TRADEMARK
REEL: 006353 FRAME: 0035

Amount") is agreed to be the dollar amount set forth on the row labeled "Payout + Interest" under the column labeled "DRD" on Exhibit A attached hereto for the date on which payment is received by DRD by 3:00 p.m. Pacific Time (the "Payoff Date"); provided, however, that if the Payoff Amount is not received by DRD on or before 3:00 p.m. Pacific Time on October 1, 2010 in immediately available funds, this letter agreement will automatically terminate.

Notwithstanding anything to the contrary provided herein, it is a condition to the effectiveness of this letter agreement that Patton Boggs LLP be paid \$7,395.04 (the "Legal Fees") by wire transfer in immediately available funds to the following account on the Payoff Date:

Bank: Wachovia Bank
1300 I Street, N.W., 11th Floor
Washington, D.C. 20005
ABA Routing No.: [REDACTED]
Account No.: [REDACTED]
Beneficiary: Patton Boggs LLP
Reference: Seacoast Capital / Isagenix 009091.0164

This letter will confirm that, upon DRD's receipt by wire transfer of the Payoff Amount in immediately available funds on the Payoff Date to the following account:

Bank: Citibank
ABA Routing No.: [REDACTED]
Account Name: Morgan Stanley
Account No.: [REDACTED]
For Further Credit to: DRD Family Partnership, LP
Further Credit Account #: [REDACTED]

DRD automatically (i) releases and terminates all liens and security interests it has in the Collateral under the Loan Documents and (ii) except as provided below, releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against the Company in connection with the Designated Obligations. DRD hereby represents that it has no other credit arrangements with, loans outstanding to, guaranties by, or interests or liens against the Company's personal or real property, except the contractual right to receive the Liquidity Payment, if any, as provided in the Agreement Relating to the Determination of Contingent Purchase Price dated February 16, 2010 and effective as of February 1, 2010 between DRD and Worldwide (the "DRD Contingent Purchase Price Agreement"). The Company automatically releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against DRD in connection with the Designated Obligations.

The Company and DRD acknowledge and agree that, notwithstanding anything to the contrary in this letter, (i) the DRD Contingent Purchase Price Agreement will remain in effect following receipt by DRD of the Payoff Amount, (ii) the Company shall not be released from its obligation to pay any "Liquidity Payment", as defined in the DRD Contingent Purchase Price

Agreement, to DRD, (iii) DRD's right to receive certain proceeds of a "Qualifying Transaction", as defined in the DRD Contingent Purchase Price Agreement, including through the Liquidity Payment, is subordinate, in terms of payment priority, to the prior payment in full of the Company's bona fide third party debt for borrowed money, and (iv) the Company shall not be released from contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff.

DRD hereby authorizes the Company (including the Company's legal counsel or any other representatives) and/or the Company's new secured lenders, from time to time after receipt of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, to file UCC termination statements and any other applicable documents effecting the releases, discharges and terminations described herein. DRD shall promptly deliver (i) to the Company the original Note held by DRD, and (ii) to the Company or, at the Company's request, any of its new secured lenders, stock certificates, certificates of title, documents, instruments, chattel paper and other Collateral in the possession of DRD or its agents, if any, that were delivered to DRD or its agents in order to perfect DRD's liens thereon. DRD further agrees, from time to time after receipt of the Payoff Amount, at the Company's expense, to execute and deliver to the Company (or its legal counsel or other representative) and/or the Company's new secured lenders such further instruments and documents that are provided to DRD and to take such further actions as may be reasonably requested by the Company to fully effect the releases, discharges and terminations described herein.

DRD acknowledges that, except as expressly set forth in this letter, upon the payment of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, there are no further outstanding Designated Obligations owing by the Company to DRD.

Notwithstanding anything to the contrary provided herein, if, for any reason, any of the Payoff Amount or any other amount applied by DRD to payment of the Designated Obligations is voided or rescinded or must otherwise be returned to the Company, the Company acknowledges and agrees that the Designated Obligations and the Loan Documents will automatically be reinstated to that extent.

[Signature Page Follows]

Very truly yours,

DRD:

DRD FAMILY PARTNERSHIP, LP

By: 
Name: Rod Dammeeyer
Title: General Partner

APPROVED AND AGREED TO:
COMPANY:

ISAGENIX WORLDWIDE LLC

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: _____ By: _____
Name: Kevin Adams Name: Kevin Adams
Title: Chief Operating Officer Title: Director

ISAGENIX INTERNATIONAL, LLC

ISAGENIX (ASIA PACIFIC) HONG
KONG, LIMITED

By: _____ By: _____
Name: Kevin Adams Name: Kevin Adams
Title: Chief Operating Officer Title: Director

ISAGENIX CANADA, ULC

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: _____ By: _____
Name: Kevin Adams Name: James Arthur Coover
Title: Chief Operating Officer Title: Director

ISAGENIX PUERTO RICO, INC.

ISAGENIX (ASIA PACIFIC),
AUSTRALIA PTY LTD

By: _____ By: _____
Name: Kevin Adams Name: Kevin Adams
Title: Chief Operating Officer Title: Director

Very truly yours,

DRD:

DRD FAMILY PARTNERSHIP, LP

By: _____
Name: Rod Dammeyer
Title: General Partner

**APPROVED AND AGREED TO:
COMPANY:**

ISAGENIX WORLDWIDE LLC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX INTERNATIONAL, LLC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX (ASIA PACIFIC) HONG
KONG, LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX CANADA, ULC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: James Arthur Coover
Name: James Arthur Coover
Title: Director

ISAGENIX PUERTO RICO, INC.

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX (ASIA PACIFIC),
AUSTRALIA PTY LTD

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

Exhibit A

[See Attached]

578910

Isagenix International, LLC
 Minority Note Balance & Interest Calculations

09/30/10

	<u>Date</u>	<u>DRD</u> 17.391%	<u>CAC</u> 32.518%	<u>TD</u> 4.003%	<u>Seacoast</u> 46.087%	<u>Total</u> 100.000%
Note Balance for 09/10 Interest Calculation	09/30/10	8,017,406	14,990,952	1,845,535	21,246,107	46,100,000
Interest Calculation						
- Interest Due - 09/27/10		84,183	157,405	19,378	223,084	484,050
- Interest Due - 09/28/10		87,301	163,235	20,096	231,347	501,979
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- Interest Due - 09/30/10		93,536	174,894	21,531	247,871	537,832
- Interest Due - 10/01/10		96,654	180,724	22,249	256,134	555,761
Payout + Interest - 09/27/10	09/27/10	8,101,589	15,148,357	1,864,913	21,469,191	46,584,050
Payout + Interest - 09/28/10	09/28/10	8,104,707	15,154,167	1,865,631	21,477,454	46,601,979
Payout + Interest - 09/29/10	09/29/10	8,107,825	15,160,017	1,866,349	21,485,716	46,619,907
Payout + Interest - 09/30/10	09/30/10	8,110,942	15,165,846	1,867,066	21,493,978	46,637,832
Payout + Interest - 10/01/10	10/01/10	8,114,060	15,171,676	1,867,784	21,502,241	46,655,761

Exhibit C
CAC Payoff Letter
(see attached)

CAC, LLC
4350 La Jolla Village Drive, Suite 320
San Diego, California 92122

September 30, 2010

ISAGENIX WORLDWIDE LLC
2225 S. Price Road
Chandler, Arizona 85286

Payoff Letter

Ladies and Gentlemen:

Reference is hereby made to the Note Agreement, dated February 16, 2010 (the "Note Agreement"), and effective as of February 1, 2010, by and among ISAGENIX WORLDWIDE LLC, a Delaware limited liability company ("Worldwide"), ISAGENIX INTERNATIONAL, LLC, an Arizona limited liability company ("International"), ISAGENIX PUERTO RICO, INC., an Arizona corporation ("IsaPR"), ISAGENIX CANADA, ULC, a Nova Scotia unlimited liability company ("IsaCan"), ISAGENIX (ASIA PACIFIC), AUSTRALIA PTY LTD, an Australian proprietary company ("Australia"), ISAGENIX HOLDINGS (ASIA PACIFIC) LIMITED, a Hong Kong private limited company ("Holdings Asia"), ISAGENIX (ASIA PACIFIC) HONG KONG, LIMITED, a Hong Kong limited liability company ("Hong Kong"), and ISAGENIX CHINA HOLDING CO., LIMITED, a Hong Kong limited liability company ("China Holding" and, collectively with Worldwide, International, IsaPR, IsaCan, Australia, Holdings Asia and Hong Kong, the "Company"), SEACOAST CAPITAL PARTNERS II, L.P., a Delaware limited partnership ("Seacoast Capital"), DRD FAMILY PARTNERSHIP, LP, an Illinois limited partnership ("DRD"), CAC, LLC, an Illinois limited liability company ("CAC"), and TOM DAMMEYER, an individual residing in the State of Illinois ("Dammeyer" and, collectively with Seacoast Capital, DRD, CAC and Dammeyer, the "Holders"). All undefined capitalized terms used herein shall have the meanings set forth in the Note Agreement.

CAC has been informed that the Company will be making arrangements to pay off all of the liabilities, Obligations and Indebtedness, other than the obligation to pay the "Liquidity Payment" as defined in each of the Contingent Purchase Price Agreements, owing to CAC and the other Holders under the Note Agreement, the Notes held by the Holders, and the Security Documents (other than contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff) (such liabilities being referred to herein collectively as the "Designated Obligations" and the Note Agreement, Notes, and the Security Documents being referred to herein collectively as the "Loan Documents"). The amount necessary to pay all of the Designated Obligations in full (the "Payoff"),

578910

TRADEMARK
REEL: 006353 FRAME: 0043

Amount") is agreed to be the dollar amount set forth on the row labeled "Payout + Interest" under the column labeled "CAC" on Exhibit A attached hereto for the date on which payment is received by CAC by 3:00 p.m. Pacific Time (the "Payoff Date"); provided, however, that if the Payoff Amount is not received by CAC on or before 3:00 p.m. Pacific Time on October 1, 2010 in immediately available funds, this letter agreement will automatically terminate.

Notwithstanding anything to the contrary provided herein, it is a condition to the effectiveness of this letter agreement that Patton Boggs LLP be paid \$7,395.04 (the "Legal Fees") by wire transfer in immediately available funds to the following account on the Payoff Date:

Bank: Wachovia Bank
1300 I Street, N.W., 11th Floor
Washington, D.C. 20005
ABA Routing No.: [REDACTED]
Account No.: [REDACTED]
Beneficiary: Patton Boggs LLP
Reference: Seacoast Capital / Isagenix 009091.0164

This letter will confirm that, upon CAC's receipt by wire transfer of the Payoff Amount in immediately available funds on the Payoff Date to the following account:

Bank: Citibank
ABA Routing No.: [REDACTED]
Account Name: Morean Stanley
Account No.: [REDACTED]
For Further Credit to: CAC, LLC
Further Credit Account #: [REDACTED]

CAC automatically (i) releases and terminates all liens and security interests it has in the Collateral under the Loan Documents and (ii) except as provided below, releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against the Company in connection with the Designated Obligations. CAC hereby represents that it has no other credit arrangements with, loans outstanding to, guaranties by, or interests or liens against the Company's personal or real property, except the contractual right to receive the Liquidity Payment, if any, as provided in the Agreement Relating to the Determination of Contingent Purchase Price dated February 16, 2010 and effective as of February 1, 2010 between CAC and Worldwide (the "CAC Contingent Purchase Price Agreement"). The Company automatically releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against CAC in connection with the Designated Obligations.

The Company and CAC acknowledge and agree that, notwithstanding anything to the contrary in this letter, (i) the CAC Contingent Purchase Price Agreement will remain in effect following receipt by CAC of the Payoff Amount, (ii) the Company shall not be released from its obligation to pay any "Liquidity Payment", as defined in the CAC Contingent Purchase Price

Agreement, to CAC, (iii) CAC's right to receive certain proceeds of a "Qualifying Transaction", as defined in the CAC Contingent Purchase Price Agreement, including through the Liquidity Payment, is subordinate, in terms of payment priority, to the prior payment in full of the Company's bona fide third party debt for borrowed money, and (iv) the Company shall not be released from contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff.

CAC hereby authorizes the Company (including the Company's legal counsel or any other representatives) and/or the Company's new secured lenders, from time to time after receipt of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, to file UCC termination statements and any other applicable documents effecting the releases, discharges and terminations described herein. CAC shall promptly deliver (i) to the Company the original Note held by CAC, and (ii) to the Company or, at the Company's request, any of its new secured lenders, stock certificates, certificates of title, documents, instruments, chattel paper and other Collateral in the possession of CAC or its agents, if any, that were delivered to CAC or its agents in order to perfect CAC's liens thereon. CAC further agrees, from time to time after receipt of the Payoff Amount, at the Company's expense, to execute and deliver to the Company (or its legal counsel or other representative) and/or the Company's new secured lenders such further instruments and documents that are provided to CAC and to take such further actions as may be reasonably requested by the Company to fully effect the releases, discharges and terminations described herein.

CAC acknowledges that, except as expressly set forth in this letter, upon the payment of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, there are no further outstanding Designated Obligations owing by the Company to CAC.

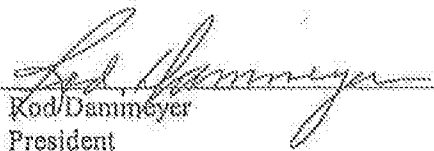
Notwithstanding anything to the contrary provided herein, if, for any reason, any of the Payoff Amount or any other amount applied by CAC to payment of the Designated Obligations is voided or rescinded or must otherwise be returned to the Company, the Company acknowledges and agrees that the Designated Obligations and the Loan Documents will automatically be reinstated to that extent.

[Signature Page Follows]

Very truly yours,

CAC:

CAC, LLC

By: 
Name: Rod Dammeeyer
Title: President

APPROVED AND AGREED TO:
COMPANY:

ISAGENIX WORLDWIDE LLC

By: _____
Name: _____
Title: _____

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: _____
Name: _____
Title: _____

ISAGENIX INTERNATIONAL, LLC

By: _____
Name: _____
Title: _____

ISAGENIX (ASIA PACIFIC) HONG KONG,
LIMITED

By: _____
Name: _____
Title: _____

ISAGENIX CANADA, ULC

By: _____
Name: _____
Title: _____

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: _____
Name: _____
Title: _____

ISAGENIX PUERTO RICO, INC.

By: _____
Name: _____
Title: _____

ISAGENIX (ASIA PACIFIC), AUSTRALIA
PTY LTD

By: _____
Name: _____
Title: _____

Very truly yours,

CAC:

CAC, LLC

By: _____
Name: Rod Dammeyer
Title: President

**APPROVED AND AGREED TO:
COMPANY:**

ISAGENIX WORLDWIDE LLC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX INTERNATIONAL, LLC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX (ASIA PACIFIC) HONG
KONG, LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX CANADA, ULC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: James Arthur Coover
Name: James Arthur Coover
Title: Director

ISAGENIX PUERTO RICO, INC.

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX (ASIA PACIFIC),
AUSTRALIA PTY LTD

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

Exhibit A

[See Attached]

578910

Isagenix International, LLC
 Minority Note Balance & Interest Calculations

09/30/10

	Date	DRD 17.391%	CAC 32.518%	ID 4.003%	Seacoast 46.087%	Total 100.000%
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Payout + Interest - 09/28/10	09/28/10	8,104,707	15,154,187	1,855,631	21,477,454	46,601,979
Payout + Interest - 09/29/10	09/29/10	8,107,825	15,160,017	1,856,349	21,485,716	46,619,907
Payout + Interest - 09/30/10	09/30/10	8,110,942	15,165,846	1,857,066	21,493,978	46,637,832
Payout + Interest - 10/01/10	10/01/10	8,114,060	15,171,676	1,857,784	21,502,241	46,655,761

Exhibit D

Dammeyer Payoff Letter

(see attached)

*

**

[Notice of Release of Security Interest in Intellectual Property]
#58097826

TRADEMARK
REEL: 006353 FRAME: 0050

Mr. Tom Dammeyer
676 North Michigan Avenue, Suite 2800
Chicago, Illinois 60611

September 30, 2010

ISAGENIX WORLDWIDE LLC
2225 S. Frios Road
Chandler, Arizona 85286

Payoff Letter

Ladies and Gentlemen:

Reference is hereby made to the Note Agreement, dated February 16, 2010 (the "Note Agreement"), and effective as of February 1, 2010, by and among ISAGENIX WORLDWIDE LLC, a Delaware limited liability company ("Worldwide"), ISAGENIX INTERNATIONAL, LLC, an Arizona limited liability company ("International"), ISAGENIX PUERTO RICO, INC., an Arizona corporation ("IsaPR"), ISAGENIX CANADA, ULC, a Nova Scotia unlimited liability company ("IsaCan"), ISAGENIX (ASIA PACIFIC), AUSTRALIA PTY LTD, an Australian proprietary company ("Australia"), ISAGENIX HOLDINGS (ASIA PACIFIC) LIMITED, a Hong Kong private limited company ("Holdings Asia"), ISAGENIX (ASIA PACIFIC) HONG KONG, LIMITED, a Hong Kong limited liability company ("Hong Kong"), and ISAGENIX CHINA HOLDING CO., LIMITED, a Hong Kong limited liability company ("China Holding" and, collectively with Worldwide, International, IsaPR, IsaCan, Australia, Holdings Asia and Hong Kong, the "Company"), SEACOAST CAPITAL PARTNERS II, L.P., a Delaware limited partnership ("Seacoast Capital"), DRD FAMILY PARTNERSHIP, LP, an Illinois limited partnership ("DRD"), CAC, LLC, an Illinois limited liability company ("CAC"), and TOM DAMMEYER, an individual residing in the State of Illinois ("Dammeyer" and, collectively with Seacoast Capital, DRD, CAC and Dammeyer, the "Holder"). All undefined capitalized terms used herein shall have the meanings set forth in the Note Agreement.

Dammeyer has been informed that the Company will be making arrangements to pay off all of the liabilities, Obligations and Indebtedness, other than the obligation to pay the "Liquidity Payment" as defined in each of the Contingent Purchase Price Agreements, owing to Dammeyer and the other Holders under the Note Agreement, the Notes held by the Holders, and the Security Documents (other than contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff) (such liabilities being referred to herein collectively as the "Designated Obligations" and the Note Agreement, Notes, and the Security Documents being referred to herein collectively as the "Loan Documents"). The amount necessary to pay all of the Designated Obligations in full (the "Payoff").

578910

Amount") is agreed to be the dollar amount set forth on the row labeled "Payout + Interest" under the column labeled "Dammeyer" on Exhibit A attached hereto for the date on which payment is received by Dammeyer by 3:00 p.m. Pacific Time (the "Payoff Date"); provided, however, that if the Payoff Amount is not received by Dammeyer on or before 3:00 p.m. Pacific Time on October 1, 2010 in immediately available funds, this letter agreement will automatically terminate.

Notwithstanding anything to the contrary provided herein, it is a condition to the effectiveness of this letter agreement that Patton Boggs LLP be paid \$7,395.04 (the "Legal Fees") by wire transfer in immediately available funds to the following account on the Payoff Date:

Bank: Wachovia Bank
1300 I Street, N.W., 11th Floor
Washington, D.C. 20005
ABA Routing No.: [REDACTED]
Account No.: [REDACTED]
Beneficiary: Patton Boggs LLP
Reference: Seacoast Capital / Isagenix 009091.0164

This letter will confirm that, upon Dammeyer's receipt by wire transfer of the Payoff Amount in immediately available funds on the Payoff Date to the following account:

Bank: Citibank
ABA Routing No.: [REDACTED]
Account Name: Morgan Stanley
Account No.: [REDACTED]
For Further Credit to: Tom Dammeyer
Further Credit Account #: [REDACTED]

Dammeyer automatically (i) releases and terminates all liens and security interests it has in the Collateral under the Loan Documents and (ii) except as provided below, releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against the Company in connection with the Designated Obligations. Dammeyer hereby represents that it has no other credit arrangements with, loans outstanding to, guaranties by, or interests or liens against the Company's personal or real property, except the contractual right to receive the Liquidity Payment, if any, as provided in the Agreement Relating to the Determination of Contingent Purchase Price dated February 16, 2010 and effective as of February 1, 2010 between Dammeyer and Worldwide (the "Dammeyer Contingent Purchase Price Agreement"). The Company automatically releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against Dammeyer in connection with the Designated Obligations.

The Company and Dammeyer acknowledge and agree that, notwithstanding anything to the contrary in this letter, (i) the Dammeyer Contingent Purchase Price Agreement will remain in effect following receipt by Dammeyer of the Payoff Amount, (ii) the Company shall not be

released from its obligation to pay any "Liquidity Payment", as defined in the Dammeyer Contingent Purchase Price Agreement, to Dammeyer, (iii) Dammeyer's right to receive certain proceeds of a "Qualifying Transaction", as defined in the Dammeyer Contingent Purchase Price Agreement, including through the Liquidity Payment, is subordinate, in terms of payment priority, to the prior payment in full of the Company's bona fide third party debt for borrowed money, and (iv) the Company shall not be released from contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff.

Dammeyer hereby authorizes the Company (including the Company's legal counsel or any other representatives) and/or the Company's new secured lenders, from time to time after receipt of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, to file UCC termination statements and any other applicable documents effecting the releases, discharges and terminations described herein. Dammeyer shall promptly deliver (i) to the Company the original Note held by Dammeyer, and (ii) to the Company or, at the Company's request, any of its new secured lenders, stock certificates, certificates of title, documents, instruments, chattel paper and other Collateral in the possession of Dammeyer or his agents, if any, that were delivered to Dammeyer or his agents in order to perfect Dammeyer's liens thereon. Dammeyer further agrees, from time to time after receipt of the Payoff Amount, at the Company's expense, to execute and deliver to the Company (or its legal counsel or other representative) and/or the Company's new secured lenders such further instruments and documents that are provided to Dammeyer and to take such further actions as may be reasonably requested by the Company to fully effect the releases, discharges and terminations described herein.

Dammeyer acknowledges that, except as expressly set forth in this letter, upon the payment of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, there are no further outstanding Designated Obligations owing by the Company to Dammeyer.

Notwithstanding anything to the contrary provided herein, if, for any reason, any of the Payoff Amount or any other amount applied by Dammeyer to payment of the Designated Obligations is voided or rescinded or must otherwise be returned to the Company, the Company acknowledges and agrees that the Designated Obligations and the Loan Documents will automatically be reinstated to that extent.

[Signature Page Follows]

Very truly yours,

DAMMEYER



TOM DAMMEYER

APPROVED AND AGREED TO:
COMPANY:

ISAGENIX WORLDWIDE LLC

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: _____
Name: Kevin Adams
Title: Chief Operating Officer

By: _____
Name: Kevin Adams
Title: Director

ISAGENIX INTERNATIONAL, LLC

ISAGENIX (ASIA PACIFIC) HONG
KONG, LIMITED

By: _____
Name: Kevin Adams
Title: Chief Operating Officer

By: _____
Name: Kevin Adams
Title: Director

ISAGENIX CANADA, ULC

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: _____
Name: Kevin Adams
Title: Chief Operating Officer

By: _____
Name: James Arthur Coover
Title: Director

ISAGENIX PUERTO RICO, INC.

ISAGENIX (ASIA PACIFIC),
AUSTRALIA PTY LTD

By: _____
Name: Kevin Adams
Title: Chief Operating Officer

By: _____
Name: Kevin Adams
Title: Director

Very truly yours,

DAMMEYER:

TOM DAMMEYER

APPROVED AND AGREED TO:
COMPANY:

ISAGENIX WORLDWIDE LLC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX INTERNATIONAL, LLC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX (ASIA PACIFIC) HONG
KONG, LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX CANADA, ULC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: James Arthur Coover
Name: James Arthur Coover
Title: Director

ISAGENIX PUERTO RICO, INC.

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX (ASIA PACIFIC),
AUSTRALIA PTY LTD

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

TRADEMARK

REEL: 006353 FRAME: 0055

Exhibit A

[See Attached]

578910

Isagenix International, LLC
 Minority Note Balance & Interest Calculations

09/30/10

	Date	DRD 17.391%	CAC 32.518%	ID 4.003%	Seacoast 46.087%	Total 100.000%
Note Balance for 09/10 Interest Calculation	09/30/10	8,017,406	14,990,952	1,845,535	21,246,107	46,100,000
Interest Calculation						
- Interest Due - 09/27/10		84,183	157,405	19,378	223,084	484,050
- Interest Due - 09/28/10		87,301	163,235	20,096	231,347	501,979
- Interest Due - 09/29/10		90,419	169,065	20,814	239,609	519,907
- Interest Due - 09/30/10		93,536	174,894	21,531	247,871	537,832
- Interest Due - 10/01/10		96,654	180,724	22,249	256,134	555,761
Payout + Interest - 09/27/10	09/27/10	8,101,589	15,148,357	1,864,913	21,469,191	46,584,050
Payout + Interest - 09/28/10	09/28/10	8,104,707	15,154,187	1,865,631	21,477,454	46,601,979
Payout + Interest - 09/29/10	09/29/10	8,107,825	15,160,017	1,866,349	21,485,716	46,619,907
Payout + Interest - 09/30/10	09/30/10	8,110,942	15,165,846	1,867,066	21,493,978	46,637,832
Payout + Interest - 10/01/10	10/01/10	8,114,060	15,171,676	1,867,784	21,502,241	46,655,761