

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Amerifit Nutrition, Inc.
Amerifit, Inc.
Medical Foods, Inc.

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

Citizenship: DE, DE, DE
Execution Date(s): 4/01/05; 4/01/05; 4/01/05
Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger
☒ Security Agreement☐ Change of Name
☐ Other

2. Name and address of receiving party(ies):
Additional names, addresses, or citizenship attached? ☐ Yes ☒ No
Name: CapitalSource Finance LLC
Internal Address:
Street Address: 4445 Willow Avenue
City: Chevy Chase
State: MD
Country: US Zip: 20815

☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other: Limited Liability Company

Citizenship:
Citizenship:
Citizenship:
Citizenship: DE
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)


4. Application number(s) or registration number(s) and identification or description of the Trademark(s):
A. Trademark Application No.(s):
78/408132 78/177515 78/541786
78/515438 78/565375 76/187606
B. Trademark Registration No.(s):
2659142 1266820 1421697 2528460
2532492 2906777 2336605 2621697
2395419 2314935 2625765 2467187
2177651 2899660 1917147 2258180
Additional sheet(s) attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christopher E. Kondracki
Address: 2001 Jefferson Davis Highway
Suite 1007
Arlington, Virginia 22202
Phone Number: (703) 415-1555
Fax Number: (703) 415-1557
Email Address:

6. Total number of applications and registrations involved: 22
7. Total Fee (37 CFR 2.6(b)(6) & 3.41): \$ 565.00

☐ Authorized to be charged by credit card
☒ Authorized to be charged by Deposit Account
☐ Fees Enclosed

8. Payment Information:
Deposit Account Number: 19-3545
Authorized User Name: Christopher E. Kondracki

9. Signature: 
Signature
Christopher E. Kondracki
Name of Person Signing
Date: 4/22/05
Total number of pages including cover sheet, attachments, and documents: 15

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TRADEMARK
REEL: 003104 FRAME: 0186

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of April 1, 2005 (this "Agreement"), made by and between **AMERIFIT NUTRITION, INC.**, a Delaware corporation, **AMERIFIT, INC.**, a Delaware corporation, and **MEDICAL FOODS, INC.**, a Delaware corporation (individually, a "Borrower" and collectively, the "Borrowers"), and such Persons that hereafter become parties to this Agreement (together with the Borrowers, individually, a "Grantor" and collectively, the "Grantors"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, in its capacity as Agent for the Lender Parties (in such capacity, the "Agent"). Capitalized terms used herein shall have the meanings ascribed to them in Section 1 below.

WITNESSETH:

A. Pursuant to that certain Credit Agreement dated as of the date hereof and that certain Joinder to Credit Agreement dated as of the date hereof by, among others, the Grantors, Agent and Lenders party thereto from time to time (collectively, including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement"), Lenders have agreed to make the Loans to and to issue Letters of Credit on behalf of the Borrowers.

B. Pursuant to that certain Security Agreement dated as of the date hereof by, among others, the Grantors and the Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Security Agreement"), the Grantors have granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Grantors in, to and under all of the Grantors' Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Grantors under the Credit Agreement.

C. Each Grantor is the owner of the entire right, title and interest in, to and under such Grantor's respective Intellectual Property listed on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms.**

(a) **Definitions.** All capitalized terms used herein but not otherwise defined have the meanings given to them in the Credit Agreement or in Annex A thereto, or in the Security Agreement, as applicable.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean, with respect to a Grantor, all of the following now owned or hereafter adopted or acquired by such Grantor: (i) all United States copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other political subdivision thereof; and (ii) all reissues, extensions or renewals thereof.

"Copyright Licenses" shall mean, with respect to a Grantor, any and all rights now owned or hereafter acquired by such Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"Intellectual Property" shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) goodwill of the business symbolized by any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License, including, without limitation, records relating to the distribution of products or services bearing such Trademark, Patent or Copyright; (v) all customer lists and customer information, (vi) all income, fees, royalties and other payments at any time due or payable with respect to any Trademark, Patent or Copyright, including, without limitation, payments to be received by a Grantor under all Licenses at any time entered into in connection therewith; (vii) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (viii) the right to sue for all past, present and future infringements of any Trademark, Patent or Copyright; and (ix) all common law and other rights in and to all of the foregoing; provided, however that shrink-wrap licenses of mass-marketed, commercially-available software shall not constitute "Intellectual Property" hereunder.

"IP Collateral" shall have the meaning assigned to such term in Section 2 hereof.

"Licenses" shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

"Patents" shall mean, with respect to a Grantor, all of the following in which such Grantor now holds or hereafter acquires any interest: (i) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any political subdivision thereof, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Patent Licenses" shall mean with respect to a Grantor, rights under any written agreement now owned or hereafter acquired by such Grantor granting any right with respect to any invention on which a Patent is in existence.

"Trademarks" shall mean, with respect to a Grantor, all of the following now owned or hereafter adopted or acquired by such Grantor: (i) all United States trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications (other than intent-to-use applications) in connection therewith, including registrations, recordings and applications (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

"Trademark Licenses" shall mean with respect to a Grantor, rights under any written agreement now owned or hereafter acquired by such Grantor granting any right to use any Trademark.

(c) Other Definitional Provisions.

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the payment and performance of the Obligations, each Grantor hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Security Agreement, does hereby grant, assign and convey) to Agent for the benefit of itself and the Lender Parties a security interest in such Grantor's entire right, title and interest in its respective Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Grantor, and including, without limitation, each Grantor's right, title and interest in and to such Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof (referred to collectively as the "IP Collateral").

3. Protection of Intellectual Property by Grantors. Unless the Grantors shall determine in their good faith business judgment that such Intellectual Property is not material to the conduct of their business, the Grantors shall, at their sole cost, expense and risk, undertake the following with respect to the Intellectual Property, :

(a) Pay all renewal fees and other fees and costs associated with maintaining the registered Intellectual Property and with the processing of the registered Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the registered Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) Pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. Representations and Warranties. Each Grantor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all Intellectual Property owned by the Grantors as of the date hereof.

(b) Except as set forth in Schedule I, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which any Grantor is the licensor or franchisor.

(c) The Intellectual Property identified on Schedule I hereto, is, and, except to the extent no longer deemed necessary for or material to the conduct of the Business of the Grantors in the good faith business judgment of the Grantors, will be: (a) subsisting and has not been adjudged invalid or unenforceable, in whole or part; and (b) valid, in full force and effect and not in known conflict with the rights of any Person. To the knowledge of each Grantor, no written claim has been made that the use of any of the Intellectual Property does or may violate the rights of any Person, and no litigation is pending or, to the knowledge of each Grantor, threatened which contains allegations respecting the validity, enforceability, infringement or ownership of any of the Intellectual Property of any Grantor. No Grantor is in breach of or default under the provisions of any of the foregoing, nor is there any event, fact, condition or circumstance, to the knowledge of any Grantor, which, with notice or passage of time or both, would constitute or result in a conflict, breach, default or event of default under, any of the foregoing which reasonably would be expected to result in, either individually or in the aggregate, a Material Adverse Effect.

(d) Each Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and such Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Liens and Liens in favor of the Agent.

(e) To each Grantor's knowledge, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property in any respect that would reasonably be expected to have a Material Adverse Effect on the business or the property of any Grantor.

(f) Each Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(g) The Grantors shall give the Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Grantors' obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) The Grantors' becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) The Grantors' knowing that any application or registration relating to any material Intellectual Property will become forfeited, abandoned or dedicated to the public, or of any adverse determination (including, without limitation, the institution of, or any such determination in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Grantors' ownership of, or the validity of, any material Intellectual Property or the Grantors' right to register the same or to own and maintain the same.

(h) No Grantor shall enter into any new Licenses (excluding shrink-wrap licenses of mass-marketed, commercially-available software) which (i) restrict or prohibit the pledge, assignment or other transfer of such agreement to the Agent or its designee, or (ii) restrict or limit in any way the sale of Inventory by Agent or its designee containing or bearing (whether on the packaging therefore or the goods) Intellectual Property subject to such license, unless such license agreement is on terms satisfactory to Agent in its Permitted Discretion.

5. No Violation of Credit Agreement or Security Agreement. None of the representations, warranties or covenants contained herein shall be construed to differ from any representation, warranty or covenant contained in the Credit Agreement or the Security Agreement.

6. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i) and 4(g)(ii) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Agent, the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in any Intellectual Property and the goodwill of the Grantors relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and the Grantors hereby constitute the Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Grantors' Rights To Enforce Intellectual Property.** Prior to the Agent's giving of notice to the Grantors (i) following the occurrence of an Event of Default or (ii) pursuant to Section 8(a) below, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, *provided, however:*

(a) The Grantors first provide the Agent with written notice of the Grantors' intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Agent, the Grantors have failed to take appropriate action within sixty (60) days after such notice is given to Agent, upon notice to the Grantors, the Agent may (but shall not be required to) itself take such action in the name of the Grantors.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Any damages recovered in any action pursuant to this Section shall be applied as provided in the Credit Agreement.

(d) Following the occurrence of any Event of Default, the Agent, by notice to the Grantors may terminate or limit the Grantors' rights under this Section 7.

8. **Agent's Actions To Protect Intellectual Property.** In the event of:

(a) the Grantors' failure to cure any failure by the Grantors to observe or perform any of the Grantors' covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of the Grantors, upon notice to the Grantors may (but shall not be required to), act in the Grantors' place and stead and/or in the Agent's own right in connection therewith.

9. **Rights Upon Default.** Upon the occurrence of any Event of Default, the Agent may exercise all rights and remedies as provided for in the Credit Agreement and under applicable law.

10. **Agent as Attorney In Fact.**

(a) The Grantors hereby irrevocably constitute and designate the Agent as and for the Grantors' attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of the Grantors.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or the subject of willful misconduct.

11. **Agent's Rights.** Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Credit Agreement and the other Loan Documents shall be coextensive with the Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges due to the Grantors.

12. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by the Grantors for the purpose of recording the security interest granted to the Agent with respect to the registered IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Grantors, the Agent, and the Lenders thereunder and under the Credit Agreement) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

13. **Termination; Release of IP Collateral.** This Agreement and all obligations of the Grantors and the Agent hereunder shall terminate on the date upon which the Obligations, other than Contingent Obligations for which no claims have been asserted, are performed in full and paid in full in cash and the Credit Agreement and other Loan Documents are terminated in accordance with the terms of the Credit Agreement. Upon termination of this Agreement, the Agent shall, at the expense of the Grantors, take such actions required by the Credit Agreement to release its security interest in the IP Collateral.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

15. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPALS THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

[Remainder Of Page Intentionally Left Blank]


Signature Page to IP Security Agreement

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

GRANTORS:


AMERIFIT NUTRITION, INC.

By:


Name: Victor H. Emerson, Jr.
Title: CEO


AMERIFIT, INC.

By:


Name: Victor H. Emerson, Jr.
Title: CEO

MEDICAL FOODS, INC.

By:


Name: Victor H. Emerson, Jr.
Title: CEO

Signature Page to IP Security Agreement**AGENT:****CAPITALSOURCE FINANCE LLC****By:**
Name: Steven A. Museles
Title: Senior Vice President

Schedule I**Intellectual Property****Patents and Trademarks****(1) Trademarks**

- (A) Amerifit Nutrition, Inc.'s ("Amerifit"), Amerifit, Inc.'s ("AFI") and Medical Foods, Inc.'s ("MFI") trademarks and trademark applications consist of the following:

Trademark	Owner	Country	Status	Application Number and/or Registration Number	Application Number and/or Registration Date
A WHOLE NEW WAY TO TAKE YOUR VITAMINS!	AFI	USA	Registered	2659142	10 Dec 2002
ACUTRIM	AFI	USA	Registered	1266820	14 Fed 1984
ACUTRIM LATE DAY	AFI	USA	Registered	1421697	23 Dec 1986
AMERIFIT NUTRITION	Amerifit	USA	Registered	2528460	8 Jan 2002
BENEFITS BEYOND CALCIUM	AFI	USA	Registered	2532492	22 Jan 2002
CALCI-FRESH	Amerifit	USA	Pending	78/408132	26 April 2004
DON'T WAIT UNTIL MENOPAUSE ¹	AFI	USA	Pending	78/177515	23 Oct 2002
EAT RIGHT KEEP ACTIVE FEEL GREAT!	Amerifit	USA	Registered	2906777	30 Nov 2004
ESTROVEN	AFI	USA	Registered	2336605	28 Mar 2000
ESTROVEN BONE DENSITY	AFI	USA	Registered	2621697	17 Sep 2002
ESTROVEN ENERGY	AFI	USA	Registered	2395419	17 Oct 2000
FEMME ENERGY	AFI	USA	Registered	2314935	1 Feb 2000
FLEX ABLE	AFI	USA	Registered	2625765	24 Sep 2002
JUST CHEW IT	AFI	USA	Pending	78/541786	4 Jan 2005
MENOPAUSE MONITOR	AFI	USA	Pending	78/515438	11 Nov 2004
PROWESS	AFI	USA	Registered	2467187	10 Jul 2001
REAL DHEA (<i>stylized</i>) ²	Amerifit	USA	Registered	2177651	28 Jul 1998

¹ AFI intends to register this trademark on the Supplemental Register.

² Amerifit is no longer using this trademark and intends to abandon it.

SOOTHERBS	Amerifit	USA	Registered	2899660	2 Nov 2004
START EARLY. START NOW.	AFI	USA	Pending	78/565375	11 Feb 2005
VITABALL	AFI	USA	Registered	1917147	5 Sep 1995
WE JUST TOOK THE HASSLE OUT OF WOMEN'S WELLNESS ³	Amerifit	USA	Pending	76/187606	28 Dec 2000
ZINC PLUS EXTRA C LOZENGES AND DESIGN (Supp)	Amerifit	USA	Registered	2258180	29 Jun 1999

(B) The Company licenses the right to use the following trademarks, NOVASOY®, NOVASOY and DESIGN®, NOVASOY THE POWER OF SOY®, and THE POWER OF SOY and DESIGN®, for use on dietary supplements that contain soy isoflavine concentrate Amerifit purchases from Archer-Daniels-Midland Company and in advertisements for such dietary supplements, among others, in the United States.

(2) Patents

(A) AFI is the owner of the following Patents:

Patent	Country Name	Patent Number
Anti-inflammatory and infection protective effects of sesamin-based lignans	USA	5762935

(B) Amerifit's subsidiaries licenses the following Patent rights:

Patent	Licensee	Country Name	Patent Number
Glucan Composition and Process for Preparation Thereof	MFI	USA	4810646
Glucan Composition and Process for Preparation Thereof	MFI	USA	4992540
Glucan Composition and Process for Preparation Thereof	MFI	USA	5028703
Glucan Composition and Process for Preparation Thereof	MFI	USA	5037972
Glucan Composition and Process for Preparation Thereof	MFI	USA	5082936
Glucan Dietary Additives	MFI	USA	4962094
Glucan Composition and Process	MFI	USA	5250436

³ Amerifit intends to abandon this trademark.

for Preparation Thereof			
Process for Preparing Glucanase Resistant Mutant Strains	MFI	USA	5506124
Glucan Dietary Additives	MFI	USA	6020324
Glucan Dietary Additives	MFI	USA	6143731
Dietary Supplement and Method for Lowering Risk of Heart Disease	MFI	USA	6210686 B1
Chewing gum containing vitamins or other active materials	AFI	USA	5569477
Formulations for Alleviating Symptoms Associated with Arthritis	MFI	USA	5683698
Monounsaturated Fat as a Dietary Supplement to Minimize the Effects of Catabolic Illness	MFI	USA	5260336

(3) Internet Websites and Domain Names

The following is list of Amerifit's websites:

- i. www.amerifit.com
- ii. www.estroven.com
- iii. www.estrovenpms.com
- iv. www.sootherbs.com
- v. www.flexablebrand.com
- vi. www.vitaball.com
- vii. www.acutrimdiet.com
- viii. www.estrovenmonitor.com
- ix. www.calicifresh.com

The following are web sites that exist within one of the parent websites listed above:

- i. www.estroven.com/XStrength/index.html
- ii. www.estroven.com/Joint_Bone/index.html
- iii. www.estroven.com/bone.html
- iv. www.estroven.com/hheart/index.html
- v. www.estroven.com/mvitamin/index.html

License Agreements

The Exclusive License Agreement dated January 1, 2001 ("Vitaball Agreement") by and between AFI and VITABALL, Inc.

The Novasoy® License Agreement dated September 10, 2003 ("Novasoy® License Agreement") by and between Amerifit and Archer-Daniels-Midland Company.

The License Agreement dated January 11, 1995, as amended ("Beth Israel License Agreement") by and between Medical Foods, Inc. and Beth Israel Deaconess Medical Center f/k/a New England Deaconess Hospital Corporation.

The Agreement dated May 1, 1997 ("ABT Agreement") by and between Medical Foods, Inc. and Alpha-Beta Technology, Inc.

Technology Purchase and Sale Agreement dated December 16, 2003 ("Beth Israel Technology Purchase and Sale Agreement") by and between AFI and Beth Israel Deaconess Medical Center f/k/a New England Deaconess Hospital Corporation.