

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EDIETS.COM, INC.		08/31/2007	CORPORATION:
EDIETS, INC.		08/31/2007	CORPORATION:
NUTRIO.COM, INC.		08/31/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Prides Capital Fund I, L.P., c/o Prides Capital Partners, LLC
Street Address:	200 HIGH STREET
Internal Address:	SUITE 700
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2855444	EDIETS
Registration Number:	2855443	EDIETS.COM
Registration Number:	2437552	NUTRIO.COM
Registration Number:	2493454	DIETSMART

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-848-4455
 Email: jlik@shearman.com
 Correspondent Name: Lucia Guh-Siesel
 Address Line 1: 599 Lexington Avenue
 Address Line 2: Shearman & Sterling LLP
 Address Line 4: New York, NEW YORK 10022

CH \$115.00 2855444

ATTORNEY DOCKET NUMBER:	35467-3
NAME OF SUBMITTER:	Lucia Guh-Siesel
Signature:	/LUCIA GUH-SIESEL/
Date:	08/31/2007
Total Attachments: 4 source=Trademark SA#page1.tif source=Trademark SA#page2.tif source=Trademark SA#page3.tif source=Trademark SA#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of August 31, 2007 is made by the business entities listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Prides Capital Fund I, L.P., as lender (the "*Purchaser*").

WHEREAS, the Purchaser has purchased a note dated the date hereof (the "*Note*") issued by the Company (said note, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "*Note*") pursuant to a Note Purchase Agreement dated August 31, 2007 between the Company and the Purchaser.

WHEREAS, as a condition precedent to the Purchaser purchasing the Note each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantors to the Purchaser (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Purchaser a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Purchaser a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Note, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to the Purchaser under the Note but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Purchaser with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EDIETS.COM, INC.

By 
Name: James A. Epstein
Title: Secretary


Address for Notices:
1000 Corporate Drive
#600
Port Lauderdale, FL 33324

EDIETS, INC.

By 
Name: James A. Epstein
Title: Secretary

Address for Notices:
11

NUTRIO.COM, INC.

By 
Name: James A. Epstein
Title: Secretary

Address for Notices:
11

Schedule B – Trademarks, Domain Names and Trade Names

Trademarks and Domain Names (Grantor for all is eDiets.com, Inc.)

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
	eDiets®	USA (for all)		2855444			June 22, 2004
	eDiets.com®			285443			June 22, 2004
	Nutrio.com®			2437552			March 20, 2001
	DIETSMART®			2493454			September 25, 2001