



Form PTO-1524 (Rev. 07/05)  
OMB Collection # 051-0027 (exp. 6/30/2)

103476340

# TRADEMARKS ONLY

JAN 14 2008

Re

1-14-08

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):

FDC VITAMINS, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other LIMITED LIABILITY COMPANY
- Association
- Limited Partnership

Citizenship (see guidelines) FLORIDA, USA

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) AUGUST 28, 2007

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: WACHOVIA BANK, NATIONAL ASSOCIATION

Internal

Address: \_\_\_\_\_

Street Address: 225 WATER STREET

City: JACKSONVILLE

State: FLORIDA

Country: USA Zip: 32202

- Association Citizenship USA
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1/911008

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
SEE SCHEDULE 1 ATTACHED HERETO

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: THOMAS P. ANGELO, ESQ

Internal Address: ANGELO & BANTA, P.A.

Street Address: 515 EAST LAS OLAS BOULEVARD,  
SUITE 850

City: FORT LAUDERDALE

State: FLORIDA Zip: 33301

Phone Number: (954) 766-9930

Fax Number: (954) 766-9937

Email Address: MSF@ANGELOLAW.COM

### 6. Total number of applications and registrations involved:

9

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

[Signature]

Signature

Date

Total number of pages including cover sheet, attachments, and document:

8

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

The PTO did not receive the following listed item(s) 1/911008



SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

FDC-Registration Number 1,911,008 (for nail grooming products, etc.), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between August 15, 2014 and August 15, 2015.

FDC-Registration Number 0,888,946 (for vitamins, dietary supplements, and aspirin), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between April 7, 2009 and April 7, 2010.

FDC-Registration Number 1,640,092 (for dental floss, buffered aspirin, antacid, etc.), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between April 9, 2010 and April 9, 2011.

FDC ALL-26 Logo-Registration Number 1,525,206 (for vitamins and mineral supplements), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between February 21, 2008 and February 21, 2009.

FDC-Registration Number 1,524,067 (for color print film), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between February 14, 2008 and February 14, 2009.

FDC-Registration Number 1,525,646 (for plastic trash bags and tall kitchen bags), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between February 21, 2008 and February 21, 2009.

FDC and Corn Stalk Logo-Registration Number 1,524,145 (for vitamins and mineral supplements), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between February 14, 2008 and February 14, 2009.

NATIONAL BRAND FDC BRAND Logo-Registration Number 1,539,749 (for retail store services in the field of pharmaceuticals), owned by FDC Vitamins, Inc., current and in good standing, must be renewed between May 16, 2008 and May 16, 2009.

SUNBERRY and Design (a logo)-Registration Number 2,039,229, owned by FDC Vitamins, Inc., must be renewed between February 18, 2006 and February 18, 2007.

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 6, 2007, by FDC VITAMINS, LLC, a Florida limited liability company (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION (in such capacity, the "Lender").

### RECITALS

A. The Grantor has entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, pursuant to which such Lender has agreed to make a term loan to Grantor in the principal face amount of \$7,000,000.00 and a revolving loan to Grantor in the original face amount of \$3,000,000.00 (collectively, the "Loan") for the purposes set forth in the Loan Agreement.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lender, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Lender, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

**[Signature page follows]**

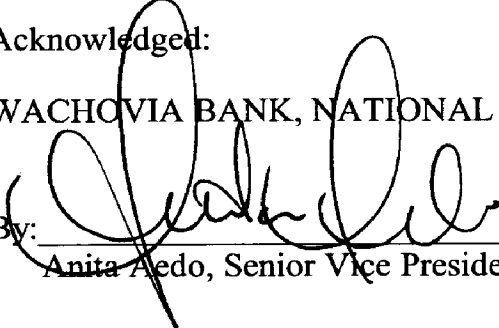
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

FDC VITAMINS, LLC,  
a Florida limited liability company

By:   
\_\_\_\_\_  
Marcio C. Cabrera, Manager

Acknowledged:

WACHOVIA BANK, NATIONAL ASSOCIATION

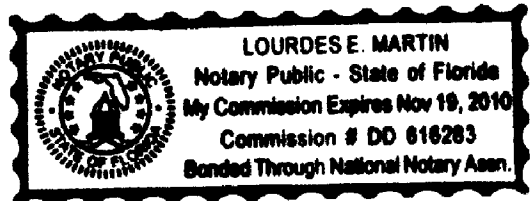
  
By: \_\_\_\_\_  
Anita Aedo, Senior Vice President

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

*Signature Page to Trademark Security Agreement*

STATE OF FLORIDA )  
 )SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of August, 2007, by Marcio C. Cabrera, as Manager of FDC VITAMINS, LLC, a Florida limited liability company, who acknowledged that he executed the foregoing instrument as an act of the company. He is personally known to me or who has produced a driver's license as identification and did not take an oath.



{Notary seal must be affixed}  
Lourdes E. Martin  
Signature of Notary

Lourdes E. Martin  
Name of Notary (typed, printed or stamped)  
My Commission Expires: 11/19/10

STATE OF FLORIDA )  
 )SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of August, 2007, by Anita Aedo, as Senior Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, who acknowledged that she executed the foregoing instrument on behalf of the corporation and as an act of the company. She is personally known to me or who has produced a driver's license as identification and did not take an oath.

{Notary seal must be affixed}  
Robert Robertson  
Signature

ROBERT ROBERTSON  
Name of Notary (typed, printed or stamped)  
My Commission Expires: \_\_\_\_\_