

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
Freelife International Holdings, LLC		12/05/2007	LIMITED LIABILITY COMPANY: CONNECTICUT
Freelife International, Inc.		12/05/2007	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1201 Main Street
Internal Address:	6th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2809267	FREELIFE
Registration Number:	2904019	HIMALAYAN GOJI
Registration Number:	2942083	HIMALAYAN GOJI JUICE
Registration Number:	2996108	THE HIMALAYAN HEALTH SECRET

CORRESPONDENCE DATA

Fax Number: (202)661-2299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-661-2200
 Email: winterfeldtb@ballardspahr.com, coughlinb@ballardspahr.com, cummingsd@ballardspahr.com, dcdoCKET@ballardspahr.com
 Correspondent Name: Brian J. Winterfeldt, Esq.
 Address Line 1: 601 13th Stree, N.W.
 Address Line 2: Suite 1000 South

CH \$115.00 2809267

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

014028

NAME OF SUBMITTER:

Bryce D. Coughlin

Signature:

/bdc/

Date:

02/14/2008

Total Attachments: 3

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME OF CONTACT BY FILER (Name)

Phone (800) 331-3282 Fax (318) 882-4141

FILING #0002666999 PG 01 OF 01 UCC U-00372

FILED 12/05/2007 08:39 AM PAGE 01249

SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

20002 BANK OF AM

UCC Direct Services
P.O. Box 29071
Glendale, CA 91209-0071

12839107

CTCT

THE ABOVE SPACE IS FOR FILER'S OFFICE USE ONLY

1. SECURED PARTY FULL LEGAL NAME - list only one, either name (1a or 1b) - do not abbreviate or combine names

1a. CORPORATION NAME

Freddie International, Inc.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

353 County Road

CITY

Middletown

STATE

CT

POSTAL CODE

06460-8574

COUNTRY

USA

1d. BUSINESS CODE

1e. TYPE OF ORGANIZATION

CORPORATION

1f. JURISDICTION OF ORGANIZATION

CT

1g. ORGANIZATIONAL I.D.#, if any

0764837

NONE

2. ADDITIONAL SECURED PARTY FULL LEGAL NAME - list only one, either name (2a or 2b) - do not abbreviate or combine names

2a. CORPORATION NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. BUSINESS CODE

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL I.D.#, if any

NONE

3. SECURED PARTY'S NAME - IF NAME OF TOTAL ASSETOR (SEE ALTERNATE 3F) - list only one, showing first letters (3a or 3b)

3a. CORPORATION NAME

Bank of America, N.A.

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

1201 Main Street Mail Code TX1-808-06-01

CITY

Dallas

STATE

TX

POSTAL CODE

75202-3113

COUNTRY

USA

4. THE FOLLOWING CAPTIONED BY THE ALLEGED ASSETOR

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, letter of credit drafts, payment intangibles and personal identifiable information, including all accounts due to the Pledgor from a factor, rights to payment of money from the Bank under any Sales Contract (as defined in Paragraph 2 below); and all returned or unprocessed goods stock, on hand or in transit, resulting in an account or chattel paper. (b) All inventory, including all receivables, work in process and finished goods. (c) All machinery, fixtures, fixtures and other equipment of every kind now owned or hereafter acquired by the Pledgor, including, but not limited to, the equipment described in the attached Equipment Description, if any. (d) All receivables and assignable documents of title covering any Collateral. (e) All accounts, attachments and other obligations to the Collateral, and all bills, parts and accessories used in connection with the Collateral. (f) All stockholders or memberships for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all other accounts, benefits and deposits receivable on account of the Collateral, all rights under securities and insurance contracts, letters of credit, promissory or other negotiable instruments covering the Collateral, and any causes of action relating to the Collateral. (g) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

1. AUTOMATIC REMEDIATION (if any) LESSOR/ENDORSE COLLATERAL/ENDORSE SALES/BALANCE BILL OF LADDER ALL LHM NON-UCC FILING

2. I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I, _____, CLERK OF RECORD, REGISTERED PUBLIC NOTARY PUBLIC, State of Connecticut, do hereby certify that the information provided is true and correct to the best of my knowledge and belief.

3. ADDITIONAL FILER REFERENCE DATA

12839107 000072 518 002215 OS CENTRAL

FILED OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC9) (REV. 05/2002) STATE OF CONNECTICUT SECRETARY OF THE STATE, 1201 MAIN STREET, MAIL CODE TX1-808-06-01, GLENDALE, CA 91209-0071

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ballard Spahr Andrews & Ingersoll, LLP
 3300 North Central Avenue, Suite 1800
 Phoenix, Arizona 85012
 Attention: Kim H. Bullerdick

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **0002606999**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
 Freelif International, Inc.

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

See Section 13 of Amendment Addendum

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 Bank of America, N.A.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Item 1a on Amendment form)

0002606999

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Bank of America, N.A.

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

1. THE SECURITY. The undersigned, FreeLife International, Inc., a Connecticut corporation, and FreeLife International Holdings, LLC, a Connecticut limited liability company (together, the "Pledgor"), hereby assigns and grants to Bank of America, N.A. (the "Bank") a security interest in the following described property now owned or hereafter acquired by the Pledgor ("Collateral"):

(a) All accounts, contract rights, chattel paper, instruments, deposit accounts, investment property, letter of credit rights, commercial tort claims, payment intangibles and general intangibles, including all amounts due to the Pledgor from a factor; rights to payment of money from the Bank under any Swap Contract; and all returned or repossessed goods which, on sale or lease, resulted in an account or chattel paper. "Swap Contract" means any interest rate credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, securities puts, calls, collars, options or forwards or any combination of, or option with respect to, these or similar transactions now or hereafter entered into between the Debtor and the Bank, where "Debtor" means each party obligated under any indebtedness and "Indebtedness" means all debts, obligations or liabilities now or hereafter existing, absolute or contingent of the Debtor or any one or more of them to the Bank, whether voluntary or involuntary, whether due or not due, or whether incurred directly or indirectly or acquired by the Bank by assignment or otherwise.

(b) All inventory, including all materials, work in process and finished goods.

(c) All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by the Pledgor.

(d) All of the Pledgor's deposit accounts with the Bank. The Collateral shall include any renewals or rollovers of the deposit accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(e) All instruments, notes, chattel paper, documents, certificates of deposit, securities and investment property of every type. The Collateral shall include all liens, security agreements, leases and other contracts securing or otherwise relating to the foregoing.

(f) All general intangibles, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(g) All negotiable and nonnegotiable documents of title covering any Collateral.

(h) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(i) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts, letters of credit, guaranties or other supporting obligations covering the Collateral, and any causes of action relating to the Collateral.

(j) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT ADDENDUM (FORM UCC3Ad) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

RECORDED: 02/14/2008

TRADEMARK
REEL: 003720 FRAME: 0027