

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
eDiets.com, Inc.		05/30/2008	CORPORATION:
Ediets, Inc.		05/30/2008	CORPORATION:
Nutrio.com, Inc.		05/30/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Prides Capital Fund I, L.P.
Street Address:	c/o Prides Capital Partners, LLC
Internal Address:	200 High Street, Suite 700, Attn: Hank Lawlor
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: (650)838-5136
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (650) 838-3705
 Email: emily.robbins@shearman.com
 Correspondent Name: Zheng Bao
 Address Line 1: Shearman & Sterling LLP
 Address Line 2: 1080 Marsh Road
 Address Line 4: Menlo Park, CALIFORNIA 94025

CH \$115.00 2855444

ATTORNEY DOCKET NUMBER:	35467-00003 TM SA
NAME OF SUBMITTER:	Zheng Bao
Signature:	/zheng bao/
Date:	06/11/2008

Total Attachments: 10

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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 May 30, 2008 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 and may purchase a note dated June 30, 2008 issued by the Company (said notes, as they may hereafter be amended, amended and restated, replaced, substituted, supplemented or otherwise modified from time to time, being the “*Notes*”) pursuant to a Note Purchase Agreement dated May 30, 2008 between the Company and the Purchaser.

WHEREAS, as a condition precedent to the Purchaser purchasing the Notes 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 Notes, 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 Notes 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 J.A. Epstein
Name: James A. Epstein
Title: SECRETARY

Address for Notices:
1000 Corporate Dr #600
Ft. Lauderdale, FL 33334

EDIETS, INC.

By J.A. Epstein
Name: James A. Epstein
Title: SECRETARY

Address for Notices:
"

NUTRIO.COM, INC.

By J.A. Epstein
Name: James A. Epstein
Title: SECRETARY

Address for Notices:
"

INTELLECTUAL PROPERTY

Patents

NONE.

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
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SCHEDULE B

Domain Names and Trademarks (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®			2855443			June 22, 2004
	Nutrio.com®			2437552			March 20, 2001
	DIETSMART®			2493454			September 25, 2001
	efitness.com						
	deliciouslyours.com						
	gleemagazine.com						
	dietsmart.com						
	5stepdiet.com						
	americasdietitian.com						
	americasnutritionist.com						
	americasnutritionist.org						
	bodytypediet.com						
	bringdeediciousback.com						
	bringdeliciousback.com						
	bringdeliciousback.com						
	bringdiliciousback.com						
	bringdiliciousback.com						
	bringingdeliciousback.com						
	carbaddictsdiet.com						
	circleofriends.cc						
	cookingforromance.net						
	deediciouslyours.com						
	deitsmart.com						
	deliciousathome.com						
	deliciouslynov.com						
	deliciouslysmart.com						
	deliciouslyyourfeedback.com						
	deliciouslyyouropinion.com						
	deliciouslyyoursediets.com						
	deliciouslyyoursfood.com						
	deliciouslyyoursmeals.com						
	deliciouslyyoursonline.com						
	delicoustoyourdoor.com						
	deliciousyours.com						
	deliciouslyyours.com						
	deliversdelicious.com						
	diabetes-blog.com						
	diet-blogs.com						
	diet-blogs.net						
	diet-logs.com						
	dietcity.com						
	dietcop.com						
	dietdepot.us						
	dietemergency.com						
	diettheadlinenews.com						
	dietlivemeetings.com						
	dietmealsdirect.com						
	dietnewscenter.com						
	dietnewschannel.com						
	dietnewsnetwork.net						
	dietpatrol.com						
	dietright.com						
	dietsmart.info						

SCHEDULE B

dietsolutioncenter.com
dietsonline.com
dietsmart.com
dietsupportmeetings.com
diliciouslyours.com
diliciuslyours.com
dnadiets.com
dydelivered.com
dydelivers.com
dydelivery.com
dydiets.com
dymeals.com
dysurvey.com
dytoyourdoor.com
eatwellplan.com
eatwellprogram.com
ediet-blog.com
ediet-blog.net
ediet24.com
edietcity.com
edietdelicious.com
edietdelish.com
edietdy.com
edietheadlinenews.com
edietlivemeetings.com
edietmarket.com
edietmen.com
edietmen.us
edietnetwork.com
edietnews.com
edietnewscenter.com
edietnewschannel.com
ediets-blog.com
ediets-blog.net
ediets-delicious.com
ediets-uk.com
ediets1.com
ediets24.com
edietsaffiliate.com
edietsaffiliates.com
edietsatkins.com
edietscenter.com
edietscentral.com
edietsclient.com
edietsconnections.com
edietscooking.com
edietscorporateservices.com
edietscs.com
edietsdairyfree.com
edietsdeedicious.com
edietsdelices.com
edietsdelicios.com
edietsdelicious.com
edietsdeliciouslyours.com
edietsdeliciouslyours.com
edietsdelicious.com
edietsdelish.com
edietsdelivered.com
edietsdelivers.com
edietsdelivery.com
edietsdiabetes.com
edietsdilices.com
edietsdilicios.com
edietsdilicious.com
edietsdilicius.com
edietsdirect.com
edietsdy.com
edietseat.com
edietseats.com
edietsespana.com

SCHEDULE B

edietseurope.com
edietsexpress.com
edietsfood.com
edietsformen.com
edietsforwomen.com
edietsheadlinenews.com
edietsiq.com
edietsleancuisine.com
edietslive.com
edietslivemeeting.com
edietslivemeetings.com
edietslocal.com
edietslowfat.com
edietslowsodium.com
edietsmarket.com
edietsmealplan.com
edietsmeals.com
edietsmillionpoundmarch.com
edietsmillionpoundmarch.net
edietsmillionpoundmarch.org
edietsmillionpoundmarch.us
edietsmillionpoundmarches.com
edietsmp3.com
edietsnetwork.com
edietsnews.com
edietsnewscenter.com
edietsnewschannel.com
edietson.com
edietsp3.com
edietsradio.com
edietsshop.com
edietsolutions.com
edietsstore.biz
edietsstore.com
edietsstore.us
edietsupportmeetings.com
ediettakesitoff.com
edietstogo.com
edietstv.com
edietsu.com
edietsuk.com
edietsupportmeetings.com
edietsvegan.com
edietsxpress.com
edietsyourway.com
edietszone.com
ediettv.com
edietwomen.com
efitnessuk.co.uk
efitnessuk.com
emeetingslive.com
emotivation.com
enutri.com
ervana.com
ervana.net
ervana.tv
ervana.us
financehelp.com
fitness-blog.net
fitness-diet.net
flavorfulldiet.com
freshchefdirect.com
freshcuisin.com
freshcuisine.com
freshcuisines.com
freshcuizine.com
freshcuisine.com
freshquizine.com
freshselects.com
get10offdy.com

SCHEDULE B

giimpact.com
gleemagazine.com
glemagazine.com
glutensensitivediet.com
glycemicimpact.com
glycemicimpactdiet.com
goediets.com
healthymealsdirect.com
high-protein.com
highcarbdiet.com
househelp.com
i2diet.com
i2guide.com
i4men.com
i4women.com
i4you.com
iformen.com
iforwomen.com
iforyou.com
iqdiet.com
lastminutediets.com
low-carb-plan.com
low-carb-plan.net
low-fat-blog.com
low-fat-diet.net
lowcarbcounter.com
lowcarbculture.com
lowcarbsuppliers.com
lowcholesteroldiet.com
millionpoundmarch.com
millionpoundmarch.org
millionpoundmarchblog.com
millionpoundmarches.com
misterbadfood.com
misterbadfoods.com
mrbadfood.com
mrbadfoods.com
mycircleofriends.com
mydeliciousdelivery.com
mydiets.com
mydietsexpress.com
myfreshmeals.com
mymealdirect.com
mymealplan.com
mymealsdirect.com
mywellcentral.com
myyummydiet.com
netdiets.com
netdiets.us
newavocado.com
nushape.com
nutriodirect.com
oneeightymag.com
oneeightymag.net
oneeightymagazine.com
oneeightymagazine.net
onlinedietmeeting.com
onlinedietmeetings.com
onlineweightlossmeetings.com
organicfooddiet.com
practicaldiet.com
selfhelpcentral.com
selfhelptech.com
shapacity.com
storemedia.com
sugardiet.com
summerfreshdiet.com
thedietdepot.com
thedietsmillionpoundmarch.com
theflavorfuddiet.com

themillionpoundmarch.net
 themillionpoundmarch.org
 themillionpoundmarch.us
 themillionpoundmarches.com
 thesummerfreshdiet.com
 trydeliciouslyours.com
 trydiets.com
 u2tech.com
 vitadeli.com
 vitanourish.com
 waytoeat.net
 weightlossmeetings.com
 wellcentral.cc
 wellcentral.com
 wellcentral.net
 wellcentral.tv
 yourmeal.com
 yourmeals.com
 zerocarbdiets.com
 zone-diet-blog.com

Trade Names

<u>Grantor</u>	<u>Names</u>
eDiets.com, Inc.	eDiets
eDiets.com, Inc.	eDiets.com
eDiets.com, Inc.	Nutrio / Nutrio.com
eDiets.com, Inc..	DIETSMART / dietsmart.com
eDiets.com, Inc.	efitness / efitness.com
eDiets.com, Inc.	deliciously yours / deliciouslyours meal delivery service / deliciouslyours.com
eDiets.com, Inc.	glee / glee magazine / gleemagazine.com
eDiets.com, Inc.	eDiets Corporate Services
eDiets.com, Inc.	Mr. Bad Food

SCHEDULE C

Copyrights

<u>Grantor</u>	<u>Title of Work</u>	<u>Country</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
eDiets.com, Inc.	www.ediets.com, v6.5	USA		TX6299443			October 27, 2003
eDiets.com, Inc.	www.ediets.com	USA		TX6299443			December 23, 2005
eDiets.com, Inc.	eFitness	USA		TX5872690			October 27, 2003
eDiets.com, Inc.	eDiets Pocket Encyclopedia	USA		TX5782718			May 8, 2003
eDiets.com, Inc.	eDiets.com	USA		TX5880669			October 27, 2003