

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prides Capital Fund I, L.P., c/o Prides Capital Partners, LLC		06/04/2010	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Ediets.com, Inc.
Street Address:	1000 Corporate Drive
Internal Address:	Suite 600
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33334
Entity Type:	CORPORATION: DELAWARE

Name:	Ediets, Inc.
Street Address:	1000 Corporate Drive
Internal Address:	Suite 600
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33334
Entity Type:	CORPORATION: DELAWARE

Name:	Nutrio.com, Inc.
Street Address:	1000 Corporate Drive
Internal Address:	Suite 600
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33334
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

900164050

**TRADEMARK
 REEL: 004220 FRAME: 0604**

OP \$1115.00 2855444

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: (617)523-6850

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: mmerna@hklaw.com

Correspondent Name: Elizabeth R. Burkhard

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	121339.00002
NAME OF SUBMITTER:	Mary Merna
Signature:	/Mary Merna/
Date:	06/08/2010

Total Attachments: 3

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RELEASE OF COLLATERAL ASSIGNMENT FOR SECURITY (TRADEMARKS)

THIS RELEASE OF COLLATERAL ASSIGNMENT FOR SECURITY (TRADEMARKS) (the "Release") is made as of June 4, 2010 (the "Effective Date") by PRIDES CAPITAL FUND I, L.P., as assignee ("Assignee"), under that certain INTELLECTUAL PROPERTY SECURITY AGREEMENT between EDIETS.COM, INC., EDIETS, INC. and NUTRIO.COM, INC. ("Assignors") and Assignee dated August 31, 2007, and the subsequent INTELLECTUAL PROPERTY SECURITY AGREEMENT between Assignors and Assignee dated May 30, 2008 (collectively, the "Security Agreements").

WHEREAS, pursuant to the terms and conditions of the Security Agreements, Assignors pledged, assigned and granted to Assignee a continuing security interest in all of its right, title and interest in and to the Collateral (as defined in the Security Agreements), including, without limitation, the trademark registrations set forth on Schedule I hereto (collectively, with the goodwill associated therewith, the "Trademarks"); and

WHEREAS, each of the Security Agreements relating to the Trademarks were recorded with the Trademarks Division of the U.S. Patent & Trademark Office at Reel/Frame No. 003614/0141 on August 31, 2007 and at Reel/Frame No. 003794/0207 on June 11, 2008, respectively, as set forth in Schedule I hereto.

WHEREAS, pursuant to the Debt Conversion Agreement between eDiets.com, Inc. and Assignee dated April 5, 2010, the aggregate principal amount of the three outstanding notes issued in favor of Assignee, plus all accrued and unpaid interest through the date hereof, has been converted into shares of common stock of eDiets.com, Inc. on the date hereof, and such notes, one of which was secured by the Trademarks, have been canceled;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby (i) terminates the Security Agreements; and (ii) terminates, cancels, re-pledges, reassigns and releases any and all security interests it has in the Trademarks, without warranty or recourse.

If and to the extent that Assignee has acquired any right, title or interest in or to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to Assignors, along with any goodwill in the Trademarks that Assignee may have acquired.

Assignee shall, at Assignors' sole expense, take all further actions, and provide to Assignors and each of their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Assignors in order fully and effectively to effectuate the purposes of this Release.

IN WITNESS WHEREOF, Assignee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

PRIDES CAPITAL FUND I, L.P., as Assignee
By: Prides Capital Partners, LLC, its General Partner

By: Kevin A. Richardson II (Signature)
Printed Name: Kevin A. Richardson, II
Title: Managing Member

SCHEDULE 1 TO RELEASE OF COLLATERAL ASSIGNMENT FOR SECURITY

(TRADEMARKS)

U.S. TRADEMARKS

MARK	OWNER	REG. NO.	REG. DATE
EDIETS	EDIETS.COM, INC., EDIETS, INC. and NUTRIO.COM, INC.	2855444	06/22/2004
EDIETS.COM	EDIETS.COM, INC., EDIETS, INC. and NUTRIO.COM, INC.	2855443	06/22/2004
NUTRIO.COM	EDIETS.COM, INC., EDIETS, INC. and NUTRIO.COM, INC.	2437552	03/20/2001
DIETSMART	EDIETS.COM, INC., EDIETS, INC. and NUTRIO.COM, INC.	2493454	09/25/2001

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