

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		08/16/2017	Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	Natural Supplement Association, Incorporated		
Street Address:	100 Abbott Park Road		
City:	Abbott Park		
State/Country:	ILLINOIS		
Postal Code:	60064		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 69			
Property Type	Number	Word Mark	
Registration Number:	2446934	ADVANTEDGE	
Registration Number:	2845104	BODY FOR LIFE	
Registration Number:	2515633	MYOPLEX	
Registration Number:	2522095	BETAGEN	
Registration Number:	2489375	BODY FOR LIFE	
Registration Number:	2612011	BODY FOR LIFE	
Registration Number:	2679254	MYOPLEX	
Registration Number:	2213498	ANDRO-6	
Registration Number:	2064111	BETA-LEAN	
Registration Number:	2114835	BUILDING BETTER BODIES THROUGH SCIENCE	
Registration Number:	1989070	BUILDING THE PERFECT BODY OF SCIENCE	
Registration Number:	2166663	CELL VOLUMIZING	
Registration Number:	2077621	CYTOVOL	
Registration Number:	2100738		
Registration Number:	1907029	EAS	
Registration Number:	1950252	EXPERIMENTAL AND APPLIED SCIENCES	
Registration Number:	1928663	GKG	
Registration Number:	1943577	GLUTAMINE PRESERVATION SYSTEM	
Registration Number:	1938163	MILE HIGH PUBLISHING	

CH \$1740.00 2446934

Property Type	Number	Word Mark
Registration Number:	2010256	MYOPRO
Registration Number:	2241223	NEO ELITE NUTRITION
Registration Number:	2216137	NEO ELITE NUTRITION
Registration Number:	2046681	NEO LEAN
Registration Number:	2073510	NEO LEAN ELITE NUTRITION
Registration Number:	2219712	NEUROGAIN
Registration Number:	1986931	NITROGENIN
Registration Number:	1986235	PHOSPHAGAIN
Registration Number:	2125669	PHOSPHAGAIN 2
Registration Number:	2145409	PHOSPHAGEMS
Registration Number:	2086167	PRECISION NUTRITION FORMULA
Registration Number:	2231237	PRESTIGE SPORTS SUPPLEMENTS
Registration Number:	2008755	RECOUP
Registration Number:	2208418	SPORTS SUPPLEMENT REVIEW
Serial Number:	75357893	ABCDE
Serial Number:	75672208	ADVANT EDGE
Serial Number:	75670140	ADVANTEDGE THE COMPLETE NUTRITION SOLUTI
Serial Number:	75358354	ANABOLIC BURST CYCLING
Serial Number:	75357977	ANABOLIC BURST CYCLING OF DIET AND EXERC
Serial Number:	75310740	ANDRENOGEN 6
Serial Number:	75605949	BODY OF WORK CHALLENGE
Serial Number:	75484648	DESIGNER PHYSIQUE
Serial Number:	75356771	DOCUMERCIAL
Serial Number:	75347129	ENDUROGAIN
Serial Number:	75031912	MYO-FACTOR
Serial Number:	75388540	MYOGAIN
Serial Number:	75031911	MYO-LEAN
Serial Number:	75388535	NEOGAIN
Serial Number:	75433518	PHYSIQUE TRANSFORMATION CHALLENGE
Serial Number:	75358332	PRECISION PROTEIN
Serial Number:	75428960	PTC
Serial Number:	75361432	TRI-BLEND
Serial Number:	75679856	BODY FOR LIFE
Serial Number:	75679815	BODY FOR LIFE THE COMPLETE NUTRITION SOL
Serial Number:	75678291	BILL PHILLIPS' BODY FOR LIFE
Serial Number:	75031902	MYOPLEX PLUS
Serial Number:	75357987	STRUCTURED EFA
Registration Number:	2534911	AEROMAX

Property Type	Number	Word Mark
Registration Number:	2560330	EAS
Registration Number:	2563719	PIRANHA
Registration Number:	2477654	RIBOFORCE
Registration Number:	2513454	SMART NUTRITION FOR ACTIVE PEOPLE
Registration Number:	2534912	SYNTHEVOL
Serial Number:	76295420	BETABLAST
Serial Number:	76144236	BETATRIM
Serial Number:	76262576	ENERGY FOR WOMEN
Serial Number:	76169727	METHOXY FACTOR
Serial Number:	75982382	PIRANHA
Serial Number:	76102022	PRECISION RELEASE MATRIX
Serial Number:	76295419	RESULTS FOR WOMEN

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: colleen.brennan@bakermckenzie.com,
david.davis@bakermckenzie.com

Correspondent Name: David J. Davis

Address Line 1: 300 East Randolph Street, Suite 5000

Address Line 2: Baker & McKenzie LLP

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER: David J. Davis

SIGNATURE: /david j. davis/

DATE SIGNED: 08/21/2017

Total Attachments: 50

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RELEASE OF TRADEMARK SECURITY AGREEMENTS

This RELEASE OF TRADEMARK SECURITY AGREEMENTS (this "Release"), dated as of August 16, 2017, is made by THE BANK OF NOVA SCOTIA (the "Lender") under the Security Agreements referred to below.

WHEREAS, NATURAL SUPPLEMENT ASSOCIATION, INCORPORATED, a Colorado corporation d/b/a Experimental and Applied Sciences, Inc. (the "Borrower") and the Lender entered into: (i) that certain Credit Agreement, dated as of August 31, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "1999 Credit Agreement"); and (ii) that certain Credit Agreement, dated as of May 22, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "2002 Credit Agreement" and, together with the 1999 Credit Agreement, the "Credit Agreements") pursuant to which Credit Agreements the Lender made credit extensions to the Borrower;

WHEREAS, the Borrower granted security interests in certain property pursuant to the agreements listed on Annex I hereto (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreements"); and

WHEREAS, the Security Agreements were recorded in the United States Patent and Trademark Office on the dates and on the reels and frames set forth on Annex I hereto;

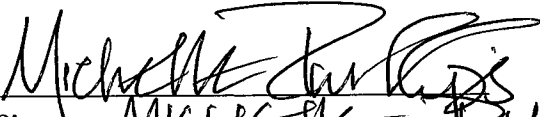
NOW THEREFORE, the Lender hereby RELEASES, without representation, recourse or warranty whatsoever, all of its security interest in the collateral listed on the schedules attached to the Security Agreements.

The Lender agrees, at the Borrower's expense, to cooperate with the Borrower to provide the Borrower with the information and additional authorization necessary to effect the release of the Lender's security interest in the released collateral described herein.

(Signature page follows.)

IN WITNESS WHEREOF, the Lender has executed this Release as of the date first above written.

THE BANK OF NOVA SCOTIA

By: 
Name: MICHELLE J. PHILLIPS
Title: DIRECTOR

ANNEX I

Credit Agreements

Trademark Security Agreement,
dated August 31, 1999,
between the Borrower
and the Lender.

Trademark Security Agreement,
dated May 22, 2002,
between the Borrower
and the Lender.

Recording Info.

Reel: 001956
Frame: 0247
Recorded on: September 7, 1999

Reel: 002519
Frame: 0854
Recorded on: June 3, 2002



To the Honorable Commissioner of Patents and

101143645

ments or copy thereof.

1. Name of conveying party(ies): **MD 9-7-99**
Natural Supplement Association, Incorporated
doing business as Experimental and Applied Sciences, Inc.

555 Corporate Circle
Golden, Colorado 80401

- Individual(s)
- General Partnership
- Corporation (Colorado)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other: _____

Execution Date: August 31, 1999

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

Name: The Bank of Nova Scotia, as Administrative Agent

Internal Address: 26th Floor

Street Address: One Liberty Plaza

City: New York State: New York ZIP: 10006

Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

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)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

See Attached List

B. Trademark No.(s)

See Attached List

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 53

7. Total fee (37 CFR 3.41): \$1340.00

Enclosed (Check No. 17906)

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver
Name of Person Signing

Signature

September 7, 1999
Date

Total number of pages comprising cover sheet and document attachments: 15

09/10/1999 DNGUYEN 00000289 75357893

01 FC:481
02 FC:482

40.00 OP
1300.00 OP

TRADEMARK
REEL 006134 FRAME 0217

REEL: 006134 FRAME: 0217

Attachment
to
RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Trademark
Application Numbers.

Trademark
Registration Numbers

75/357,893	2,213,498
75/672,208	2,064,111
75/670,142	2,114,835
75/670,140	1,989,070
75/358,354	2,166,663
75/357,977	2,077,621
75/310,740	2,100,738
75/605,949	1,907,029
75/484,648	1,950,252
75/356,771	1,928,663
75/347,129	1,943,577
75/031,912	1,938,163
75/388,540	2,010,256
75/031,911	2,241,223
75/388,535	2,216,137
75/433,518	2,046,681
75/358,332	2,073,510
75/428,960	2,219,712
75/361,432	1,986,931
75/679,856	1,986,235
75/679,815	2,125,669
75/672,209	2,145,409
75/678,291	2,086,167
75/031,910	2,231,237
75/031,902	2,008,755
75/357,987	2,208,418
	2,100,738

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 31, 1999, is made between NATURAL SUPPLEMENT ASSOCIATION, INCORPORATED, a Colorado corporation doing business as Experimental and Applied Sciences, Inc. (the "Grantor"), and THE BANK OF NOVA SCOTIA, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of August 31, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Lenders, Administrative Agent and the Documentation Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Grantor; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of August 31, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement and pursuant to clause (e) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary, proper or desirable to release the Lien on the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

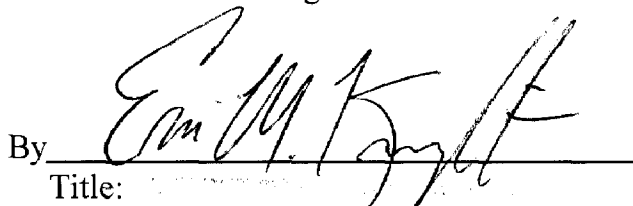
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NATURAL SUPPLEMENT
ASSOCIATION, INCORPORATED

By 
Title: President

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By 
Title:

ERIC M. KNIGHT
AUTHORIZED SIGNATORY

SCHEDULE I
to Borrower Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	ANDRO-6	5	2,213,498	12/22/98
US	BETA-LEAN	5	2,064,111	05/20/97
US	BUILDING BETTER BODIES THROUGH SCIENCE	5	2,114,835	11/18/97
US	BUILDING THE PERFECT BODY OF SCIENCE	5, 25	1,989,070	07/23/96 ¹
US	CELL VOLUMIZING	5	2,166,663	06/16/98
US	CYTOVOL	5	2,077,621	07/08/97
US	DNA Design	5	2,100,738	09/30/97
US	EAS and Design	5	1,907,029	07/25/95 ²
US	EXPERIMENTAL AND APPLIED SCIENCES	5	1,950,252	01/23/96 ³
US	GKG	5	1,928,663	10/17/95
US	GLUTAMINE PRESERVATION SYSTEM	5	1,943,577	12/26/95 ⁴

-
1. Registered to EAS, Inc.
 2. Registered to EAS, Inc.
 3. Registered to EAS, Inc.
 4. Registered to EAS, Inc.

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	MILE HIGH PUBLISHING	16	1,938,163	11/28/95
US	MYOPRO	5	2,010,256	10/22/96 ⁵
US	NEO ELITE NUTRITION	5	2,241,223	04/20/99
US	NEO ELITE NUTRITION and Design	5	2,216,137	01/05/99
US	NEO LEAN	5	2,046,681	03/18/97 ⁶
US	NEO LEAN ELITE NUTRITION	5	2,073,510	06/24/97 ⁷
US	NEUROGAIN	5	2,219,712	01/19/99
US	NITROGENIN	5	1,986,931	07/16/96 ⁸
US	PHOSPHAGAIN	5	1,986,235	07/09/96 ⁹
US	PHOSPHAGAIN 2	5	2,125,669	12/30/97
US	PHOSPHAGEMS	5	2,145,409	03/17/98
US	PRECISION NUTRITION	5	2,086,167	08/05/97 ¹⁰
US	PRESTIGE SPORTS SUPPLEMENTS	5	2,231,237	03/09/99

5. Registered to EAS, Inc.

6. Registered to Myofactor, Inc.; liquidated entity; assets transferred to NSA; not presently in use.

7. Registered to EAS, Inc.

8. Registered to EAS, Inc.

9. Registered to EAS, Inc.

10. Registered to Neo Elite Nutrition, Inc.; liquidated entity; assets transferred to NSA.

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	RECOUP	5	2,008,755	10/15/96 ¹¹
US	SPORTS SUPPLEMENT REVIEW	16	2,208,418	12/08/98
US	Design only	5	2,100,738	09/30/97
Australia	EAS	5	729,397	03/06/97
Australia	EAS and Design	5	667,735	07/27/95
Australia	MUSCLE MEDIA 2000	16	681,446	12/20/95
Benelux	EAS	5, 29, 30	614,258	05/30/97
Canada	BUILDING BETTER BODIES THROUGH SCIENCE	5	510,973	04/15/99
Canada	CYTOVOL	5	504,953	12/03/98
Canada	EAS and Design	5	486,587	12/09/97
Canada	GKG	5	486,585	12/09/97
Canada	MYOPLEX PLUS	5	488,219	1/27/98
Canada	PHOSPHAGAIN	5	498,896	08/19/98
Canada	PHOSPHAGEN	5	491,469	3/17/98
Finland	EAS and Design	5	208,573	12/15/97
Finland	MYOPLEX	5	209,009	01/30/98
France	EAS	5	98,747,725	08/25/98
France	EAS LOGO	5	98,747,985	08/27/98
Germany	EAS	5, 30, 32	39,731,037	10/15/97
Guatemala	EAS	[]	90125/438/191	06/03/98

11. Registered to Protech Nutritionals, Inc.; agreement exists pursuant to which to be transferred to NSA.

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Hong Kong	EAS	5	03456	05/27/97
Mexico	EAS and Design	[]	554243	07/30/97
Mexico	EXPERIMENTAL AND APPLIED SCIENCES	5	588646	09/30/98
Mexico	GKG	5	588643	09/30/98
Mexico	PHOSPHAGAIN	5	588645	09/30/98
Mexico	PHOSPHAGAIN II	5	588644	09/30/98
Mexico	PHOSPHAGEN HP	5	588641	09/30/98
Mexico	V2G	5	588642	09/30/98
Sweden	EAS	5	330,048	01/29/99
United Kingdom	CYTOVOL	5	2,122,303	01/31/97
United Kingdom	EAS and Design	5	2,027,849	07/22/95 ¹²
United Kingdom	GKG	5	2,027,877	07/22/95 ¹³
United Kingdom	IPF	5	2,122,304	08/31/97
United Kingdom	NEUROGAIN	5	2,155,319	01/08/98
United Kingdom	PHOSPHAGAIN II	5	2,027,882	07/05/96

12. Registered to EAS, Inc.

13. Registered to EAS, Inc.

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
United Kingdom	PHOSPHAGEMS	5	2,122,305	01/31/97
United Kingdom	PRECISION PROTEIN	5	2,157,793	02/10/98

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	ABCDE	16	75/357,893	09/16/97
US	ADVANT EDGE	5	75/672,208	3/31/99
US	ADVANTEDGE	5	75/670,142	03/29/99
US	ADVANTEDGE THE COMPLETE NUTRITION SOLUTION	5	75/670,140	03/29/99
US	ANABOLIC BURST CYCLING	16	75/358,354	09/17/97
US	ANABOLIC BURST CYCLING OF DIET AND EXERCISE	16	75/357,977	09/16/97
US	ANDRENOGEN 6	5	75/310,740	06/18/97
US	BODY OF WORK CHALLENGE	41	75/605,949	12/15/98
US	DESIGNER PHYSIQUE	9, 16	75/484,648	05/13/98
US	DOCUMERCIAL	35	75/356,771	09/15/97
US	ENDUROGAIN	5	75/347,129	08/26/97
US	MYO-FACTOR	5	75/031,912	12/13/95
US	MYOGAIN	5	75/388,540	11/12/97

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	MYO-LEAN	5	75/031,911	12/13/95
US	NEOGAIN	5	75/388,535	11/12/97
US	PHYSIQUE TRANSFORMATION CHALLENGE	41	75/433,518	02/04/98
US	PRECISION PROTEIN	5	75/358,332	09/17/97
US	PTC	41	75/428,960	02/04/98
US	TRI-BLEND	5	75/361,432	09/23/97
US	BODY FOR LIFE	5	75/679,856	4/8/99
US	BODY FOR LIFE THE COMPLETE NUTRITION SOLUTION	5	75/679,815	4/8/99
US	BODY FOR LIFE	9, 16	75/672,209	3/31/99 ¹⁴
US	BILL PHILLIPS' BODY FOR LIFE	9,16	75/678,291	4/9/99 ¹⁵
US	MYO-PLEX	5	75,031,910	12/3/95 ¹⁶
US	MYOPLEX PLUS	5	75,031,902	12/13/95 ¹⁷
US	STRUCTURED EFA	5	75/357,987	9/16/97

-
14. Owner is 11th Vision, LLC; to be transferred to NSA pursuant to Intellectual Property Assignments under Recapitalization Agreement.
15. Owner is 11th Vision, LLC; to be transferred to NSA pursuant to Intellectual Property Assignments under Recapitalization Agreement.
16. NSA anticipates entering into a Trademark Assignment and Settlement Agreement with Metagenics, Inc. pursuant to which Metagenics will transfer its common law rights in the mark MYO PLEX to the Company.
17. NSA's rights in the mark are subject to the Settlement Agreement, dated August 15, 1999, by and between Standard Process Inc. and Experimental and Applied Sciences, Inc.

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
Brazil	EAS	5	821107399	09/29/98
Brazil	EAS LOGO	5	821107380	09/29/98
Canada	BODY OF WORK CHALLENGE	41	1,009,353	03/19/99
Canada	CELL VOLUMIZING	5	845,557	05/20/97
Canada	NEO ELITE NUTRITION	5	866,098	01/08/98
Canada	PHOSPHAGEMS	5	835,431	02/03/97
Canada	PHYSIQUE TRANSFORMATION CHALLENGE	41	881,828	06/17/98
Canada	PRECISION PROTEIN	5	868,428	02/06/98
Denmark	EAS	5	VA 5104 1997	10/16/97
Denmark	EXPERIMENTAL AND APPLIED SCIENCES	5	[]	[]
Finland	MUSCLE MEDIA	16	[]	[]
Germany	EAS LOGO	5	39849193.3	08/28/98
Greece	EAS	[]	133733	07/02/97
Italy	EAS	5	V197C000145	05/28/97
Mexico	MYOPLEX	5	341,946	07/30/98
Mexico	PHOSPHAGEN	[]	240,068	08/15/95
New Zealand	EXPERIMENTAL AND APPLIED SCIENCES	5	251,553	[]
Phillippines	EAS	5	4-1998-06539	08/26/98
Phillippines	EAS LOGO	5	4-1998-06540	08/26/98
Saudi Arabia	EAS	5	46,818	11/23/98

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
Saudi Arabia	EAS LOGO	5	46,819	11/23/98
Singapore	EAS LOGO	5	S/8760/98	09/01/98
South Africa	EAS	5	97/05533	[]
South Africa	EAS EXPERIMENTAL AND APPLIED SCIENCES LOGO	5	97/09728	[]
Spain	EAS	5	2,177,295	07/28/98
Spain	EAS LOGO	5	2,177,293	07/28/98
Spain	MYOPLEX	5	2,177,294	07/28/98
Spain	PHOSPHAGEN	5	2,177,296	07/28/98
United Arab Emirates	EAS	5	[]	[]
United Arab Emirates	EAS LOGO	5	[]	[]
United Kingdom	BODY OF WORK CHALLENGE	41	2,192,297	03/19/99
United Kingdom	NEO ELIE NUTRITION	5	2,155,320	01/08/98
United Kingdom	PHYSIQUE TRANSFORMATION CHALLENGE	41	2,169,429	06/15/98
Canada	HMB PLUS	5	814,988	6/10/96
Canada	SPORTS SUPPLEMENT REVIEW	16	865,577	12/30/97

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

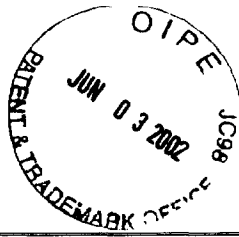
Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Effective Date</u>	<u>Products Services</u>
NA				

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
NA					

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.



06-07-2002



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Form PTO-1594 (Rev. 6-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Natural Supplement Association, Incorporated

Individual(s) Association
 General Partnership Limited Partnership
 Corporations
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 22, 2002 *6.3.02*

2. Name and address of receiving party(ies):
 Name: The Bank of Nova Scotia, as administrative agent
 Internal Address: _____

 Street Address: One Liberty Plaza

 City: New York State: NY ZIP: 10006

Country: U.S.A.

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Bank

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)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s):
 If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) See attached list
 B. Trademark No.(s) See Attached List

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Nora A. Whitescarver
 Internal Address: Mayer Brown & Platt

 Street Address: 1909 K Street, NW

 City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 49

7. Total fee (37 CFR 3.41): \$1240.00
 Enclosed (Check No. 1692)
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver *Nora A. Whitescarver* June 3, 2002
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 32

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01 FC:481 40.00 OP
02 FC:482 1200.00 OP

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TRADEMARK REEL: 006134 FRAME: 0254

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	ADVANT EDGE	5	2,443,296	04/10/01
US	ADVANTEDGE	5	2,446,934	04/24/01
US	AEROMAX	5	2,534,991	01/29/02
US	ANDRO-6	5	2,213,498	12/22/98
US	BETAGEN	5	2,522,095	12/25/01
US	BETA-LEAN	5	2,064,111	05/20/97
US	BODY FOR LIFE	9	2,489,375	09/11/01
US	BUILDING BETTER BODIES THROUGH SCIENCE	5	2,114,835	11/18/97
US	BUILDING THE PERFECT BODY OF SCIENCE	5, 25	1,989,070	07/23/96
US	CELL VOLUMIZING	5	2,166,663	06/16/98
US	CYTOVOL	5	2,077,621	07/08/97
US	DESIGN ONLY	5	2,100,738	09/30/97
US	EAS and Design	5	1,907,029	07/25/95
US	EAS and Design	25	2,560,330	04/09/02

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	EXPERIMENTAL AND APPLIED SCIENCES	5	1,950,252	01/23/96
US	GKG	5	1,928,663	10/17/95
US	GLUTAMINE PRESERVATION SYSTEM	5	1,943,577	12/26/95
US	MILE HIGH PUBLISHING and Design	16	1,938,163	11/28/95
US	MYO-LEAN	5	2,416,018	12/26/00
US	MYOPLEX	5	2,515,633	12/04/01
US	MYOPRO	5	2,010,256	10/22/96
US	NEO ELITE NUTRITION	5	2,241,223	04/20/99
US	NEO ELITE NUTRITION and Design	5	2,216,137	01/05/99
US	NEO LEAN	5	2,046,681	03/18/97
US	NEO LEAN ELITE NUTRITION	5	2,073,510	06/24/97
US	NEUROGAIN	5	2,219,712	01/19/99
US	NITROGENIN	5	1,986,931	07/16/96
US	PHOSPHAGAIN	5	1,986,235	07/09/96
US	PHOSPHAGAIN 2	5	2,125,669	12/30/97
US	PHOSPHAGEMS	5	2,145,409	03/17/98
US	PHYSIQUE TRANSFORMATION CHALLENGE	41	2,300,720	12/14/99
US	PIRANHA	5	2,563,719	04/23/02

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	PRECISION NUTRITION	5	2,086,167	08/05/97
US	PRESTIGE SPORTS SUPPLEMENTS	5	2,231,237	03/09/99
US	PTC	41	2,258,108	06/29/99
US	RECOUP	5	2,008,755	10/15/96
US	RIBOFORCE	5	2,477,654	08/14/01
US	SMART NUTRITION FOR ACTIVE PEOPLE	5	2,513,454	11/27/01
US	SPORTS SUPPLEMENT REVIEW	16	2,208,418	12/08/98
US	SYNTHEVOL	5	2,534,912	01/29/02
Australia	ADVANTEDGE	5	873,249	04/20/01
Australia	BETALEAN	5	850,491	09/15/00
Australia	BODY FOR LIFE	16	799,080	07/01/99
Australia	EAS	5	729,397	03/06/97
Australia	EAS and Design	5	667,735	07/27/95
Australia	MYOPLEX	5	873,274	04/20/01
Australia	RIBOFORCE	5	850,490	09/15/00
Austria	PIRANHA	29, 30, 32	201,470	01/09/02
Austria	EAS	5, 29, 30	187,187	03/07/00

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Benelux	EAS	5, 29, 30	614,258	05/30/97
Canada	BODY OF WORK CHALLENGE	[]	544,755	05/09/01
Canada	BUILDING BETTER BODIES THROUGH SCIENCE	[]	510,973	04/15/99
Canada	CELL VOLUMIZING	[]	530,375	07/21/00
Canada	CYTOVOL	[]	504,953	12/03/98
Canada	EAS and Design	[]	486,587	12/09/97
Canada	GKG	[]	486,585	12/09/97
Canada	MYOPLEX PLUS	[]	488,219	01/27/98
Canada	NEO ELITE NUTRITION	[]	530,389	07/21/00
Canada	PHOSPHAGAIN	[]	498,896	08/19/98
Canada	PHOSPHAGEN	[]	491,469	03/17/98
Canada	PHYSIQUE TRANSFORMATION CHALLENGE	[]	544,017	04/23/01
Canada	PRECISION PROTEIN	[]	526,417	04/05/00
Denmark	EAS LOGO	5	1999 02768 VR	08/02/99
Europe (CTM)	BODY FOR LIFE	16, 41	1,856,194	09/04/01
Europe (CTM)	CYTOVOL	5	1,856,103	09/11/01
Europe (CTM)	PHOSPHAGEN	5, 32	1,891,027	12/14/01

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Europe (CTM)	PRECISION PROTEIN	5	1,856,442	09/11/01
Finland	EAS and Design	5	208,573	12/15/97
Finland	MYOPLEX	5	209,009	01/30/98
France	EAS	5	74,772,598	08/25/98
France	EAS LOGO	5	74,798,598	08/27/98
Germany	EAS	5, 30, 32	39,731,037	10/15/97
Germany	EAS LOGO	5, 30, 32	39,849,193	07/09/99
Germany	LEAN SOLUTION	3, 5, 10, 25, 28, 29, 30, 32	39,831,896	03/25/99
Germany	MEGAFORM LOGO	5, 25, 28, 29, 32	1,187,562	04/28/93
Germany	MEGAFORM XTENSION	5, 10, 25, 28, 29, 30, 32	39,832,741	02/18/99

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Germany	MYOPLEX	29, 30, 32	30,077,473	01/24/01
Germany	MYOPRO	29, 30, 32	30,077,474	01/18/01
Germany	NMP	3, 5, 10, 25, 28, 29, 30, 32	39,852,327	02/11/99
Germany	PHOSPHAGAIN	5, 29, 30	39,612,186	10/24/96
Germany	PHOSPHAGEN HP HIGH PERFORMANCE CREATINE TRANSPORT SYSTEM	5, 29, 30	39,809,762	09/04/98
Greece	EAS	5	133,733	07/02/97
Guatemala	EAS	5	1997-08936	01/10/02
Guatemala	EAS & Design	5	90125/438/191	06/03/98
Hong Kong	EAS	5	03,456	05/27/97
Italy	EAS	5	801,843	01/24/00
Mexico	EAS and Design	5	554,243	07/30/97
Mexico	EXPERIMENTAL AND APPLIED SCIENCES	5	588,646	09/30/98
Mexico	GKG	5	588,643	09/30/98

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mexico	MYOPLEX	5	597,731	08/22/99
Mexico	PHOSPHAGAIN	5	588,645	09/30/98
Mexico	PHOSPHAGAIN II	5	588,644	09/30/98
Mexico	PHOSPHAGEN	5	597,310	01/13/99
Mexico	PHOSPHAGEN HP	5	588,641	09/30/98
Mexico	V2G	5	588,642	09/30/98
New Zealand	ADVANTEDGE	5	636,513	04/23/01
New Zealand	BODY FOR LIFE	41	609,686	03/03/00
New Zealand	EAS & Design	5	609,687	03/03/00
New Zealand	EXPERIMENTAL AND APPLIED SCIENCES	5	251,553	07/21/95
New Zealand	MYOPLEX	5	636,512	04/23/01
Saudi Arabia	EAS	5	505/13	11/23/98
Saudi Arabia	EAS LOGO	5	505/12	11/23/98
Singapore	EAS	5	T98/087611	09/01/98
Singapore	EAS LOGO	5	T98/08760J	09/01/98
South Africa	EAS EXPERIMENTAL AND APPLIED SCIENCES LOGO	5	1997/09728	06/30/97
Spain	EAS	5	2,177,295 M9	07/20/99

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Spain	EAS LOGO	5	2,177,293 M2	07/20/99
Sweden	EAS	5	330,048	01/29/99
United Arab Emirates	EAS	5	21,913	12/01/98
United Arab Emirates	EAS LOGO	5	21,886	11/29/98
United Kingdom	BODY FOR LIFE	16	2,201,841	01/14/00
United Kingdom	BODY FOR LIFE	41	2,221,319	07/21/00
United Kingdom	BODY OF WORK CHALLENGE	41	2,192,297	09/10/99
United Kingdom	CYTOVOL	5	2,122,303	10/10/97
United Kingdom	EAS and Design	5	2,027,849	03/22/96 ¹
United Kingdom	GKG	5	2,027,877	03/29/96 ²
United Kingdom	IPF	5	2,122,304	10/10/97
United Kingdom	NEO ELITE NUTRITION	5	2,155,320	06/18/99

¹ Registered to Experimental & Applied Sciences, Inc.

² Registered to Experimental & Applied Sciences, Inc.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
United Kingdom	NEUROGAIN	5	2,155,319	04/06/99
United Kingdom	PHOSPHAGAIN II	5	2,027,882	07/05/96
United Kingdom	PHOSPHAGEMS	5	2,122,305	10/10/97
United Kingdom	PRECISION PROTEIN	5	2,157,793	08/28/98
United Kingdom	PHYSIQUE TRANSFORMATION CHALLENGE	41	2,169,429	02/07/00

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	BETA BLAST	5	76/295,420	08/06/01
US	BETATRIM	5	76/144,236	10/10/00
US	BODY FOR LIFE	41	76/198,979	01/25/01
US	ENERGY FOR WOMEN	16	76/262,576	05/25/01
US	METHOXY FACTOR	5	76/169,727	11/21/00
US	MYOPLEX	5	75/115,187	06/06/96
US	PIRANHA	32	75/982,382	04/17/01
US	PRECISION RELEASE MATRIX	5	76/102,022	08/03/00
US	RESULTS FOR WOMEN	5	76/295,419	08/06/01
Argentina	EAS LOGO	5	2,320,154	12/14/00

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
Australia	BODY FOR LIFE	41	885,796	08/14/01
Benelux	MAGAFORM	5, 25, 28, 30, 32	1,004,874	02/05/02
Benelux	MAGAFORM	5, 25, 28, 30, 32	1,004,873	02/05/02
Brazil	ADVANTEDGE	[]	824,042,760	06/25/01
Brazil	EAS	5	821,107,399	09/29/98
Brazil	EAS LOGO	5	821,107,380	09/29/98
Brazil	MYOPLEX	[]	824,042,751	06/25/01
Canada	ADVANTEDGE	[]	1,075,235	09/15/00
Canada	BETALEAN	[]	1,075,236	09/15/00
Canada	BODY FOR LIFE	[]	1,048,615	02/25/00
Canada	ENERGY IT'S EVERYTHING	[]	1,113,953	08/24/01
Canada	ENERGY FOR WOMEN	[]	1,115,920	09/12/01
Canada	PHENFREE	[]	1,034,369	10/09/99
Canada	RIBOFORCE	[]	1,075,237	09/15/00
Canada	SYNTHEVOL	[]	1,075,238	09/15/00
Denmark	EXPERIMENTAL AND APPLIED SCIENCES	5	1999/2818 VA	07/05/99
Europe (CTM)	ADVANTEDGE	5, 29, 30, 32	1,893,411	10/10/00
Europe (CTM)	BETAGEN	5, 32	1,893,577	10/10/00

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
Europe (CTM)	BETALEAN	5	1,888,239	10/05/00
Europe (CTM)	EverLean	5, 30, 32	2,424,604	10/25/01
Europe (CTM)	MUSCLE MEDIA	16	2,198,422	04/30/01
Europe (CTM)	MYOPLEX	5, 29, 30, 32	1,888,270	10/05/00
Europe (CTM)	PIRANHA	29, 30, 32	2,443,448	08/11/01
Europe (CTM)	RESULTS FOR WOMEN	5, 30, 32	2,271,260	06/22/01
Europe (CTM)	RIBOFORCE	5, 30, 32	1,853,605	09/14/00
Europe (CTM)	SIMPLYPROTEIN	5, 29, 32	1,893,668	10/10/00
Europe (CTM)	SYNTHEVOL	5, 32	1,893,569	10/10/00
Finland	MUSCLE MEDIA	16	[]	[]
Germany	HYPER	3, 5, 10, 25, 28, 29, 30, 32	39,852,326 6	09/08/98
Germany	MEGAFORM	3, 5, 10, 25, 28, 29, 30, 32	39,831,895 6	06/04/98
Germany	PIRANHA	29, 30, 32	30,137,723 5	06/21/01
Mexico	ADVANTEDGE	29, 30, 32	[]	[]

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
New Zealand	PIRANHA	29, 30, 32	646136-38	09/28/01
Philippines	EAS	5	4-1998-06539	08/26/98
Philippines	EAS LOGO	5	4-1998-06540	08/26/98
South Africa	ADVANTEDGE	5	2001/07987	05/14/01
South Africa	BODY FOR LIFE	16	99/11274	06/25/99
South Africa	EAS	5	97/05533	04/15/97
South Africa	MYOPLEX	5	99/11272	06/25/99
South Africa	PHOSPHAGEN HP	5	99/11273	06/25/99
Venezuela	EAS	5	15286-00	08/22/00
Venezuela	EAS LOGO	5	15287-00	08/22/00
Venezuela	MYOPLEX	5	15288-00	08/22/00

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
NA				

Item B. Trademark Licenses

NSA has entered into numerous agreements with customers that include trademark licenses.

NSA has been granted rights to certain patents, trademarks, copyrightable works and trade secrets by third parties pursuant to agreements and arrangements with such parties.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 22, 2002, is made between NATURAL SUPPLEMENT ASSOCIATION, INCORPORATED, a Colorado corporation doing business as Experimental and Applied Sciences, Inc. (the "Grantor"), and THE BANK OF NOVA SCOTIA, as Administrative Agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of May 22, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Lenders, Administrative Agent and the Documentation Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Grantor; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of May 22, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement and pursuant to clause (e) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party,

all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark"), provided, however, that Trademark Collateral shall not include "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed;

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary, proper or desirable to release the Lien on the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security

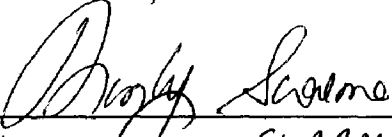
Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NATURAL SUPPLEMENT
ASSOCIATION, INCORPORATED

By 
Name: Manjiv SHARMA
Title: CEO & EXEC VP

THE BANK OF NOVA SCOTIA,
as Administrative Agent

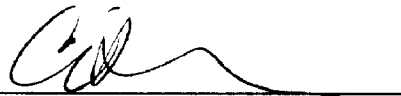
By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NATURAL SUPPLEMENT
ASSOCIATION, INCORPORATED

By _____
Name:
Title:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By  _____
Name: Chris Osborn
Title: Managing Director

SCHEDULE I
to Borrower Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	ADVANT EDGE	5	2,443,296	04/10/01
US	ADVANTEDGE	5	2,446,934	04/24/01
US	AEROMAX	5	2,534,991	01/29/02
US	ANDRO-6	5	2,213,498	12/22/98
US	BETAGEN	5	2,522,095	12/25/01
US	BETA-LEAN	5	2,064,111	05/20/97
US	BODY FOR LIFE	9	2,489,375	09/11/01
US	BUILDING BETTER BODIES THROUGH SCIENCE	5	2,114,835	11/18/97
US	BUILDING THE PERFECT BODY OF SCIENCE	5, 25	1,989,070	07/23/96
US	CELL VOLUMIZING	5	2,166,663	06/16/98
US	CYTOVOL	5	2,077,621	07/08/97
US	DESIGN ONLY	5	2,100,738	09/30/97
US	EAS and Design	5	1,907,029	07/25/95
US	EAS and Design	25	2,560,330	04/09/02

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	EXPERIMENTAL AND APPLIED SCIENCES	5	1,950,252	01/23/96
US	GKG	5	1,928,663	10/17/95
US	GLUTAMINE PRESERVATION SYSTEM	5	1,943,577	12/26/95
US	MILE HIGH PUBLISHING and Design	16	1,938,163	11/28/95
US	MYO-LEAN	5	2,416,018	12/26/00
US	MYOPLEX	5	2,515,633	12/04/01
US	MYOPRO	5	2,010,256	10/22/96
US	NEO ELITE NUTRITION	5	2,241,223	04/20/99
US	NEO ELITE NUTRITION and Design	5	2,216,137	01/05/99
US	NEO LEAN	5	2,046,681	03/18/97
US	NEO LEAN ELITE NUTRITION	5	2,073,510	06/24/97
US	NEUROGAIN	5	2,219,712	01/19/99
US	NITROGENIN	5	1,986,931	07/16/96
US	PHOSPHAGAIN	5	1,986,235	07/09/96
US	PHOSPHAGAIN 2	5	2,125,669	12/30/97
US	PHOSPHAGEMS	5	2,145,409	03/17/98
US	PHYSIQUE TRANSFORMATION CHALLENGE	41	2,300,720	12/14/99
US	PIRANHA	5	2,563,719	04/23/02

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	PRECISION NUTRITION	5	2,086,167	08/05/97
US	PRESTIGE SPORTS SUPPLEMENTS	5	2,231,237	03/09/99
US	PTC	41	2,258,108	06/29/99
US	RECOUP	5	2,008,755	10/15/96
US	RIBOFORCE	5	2,477,654	08/14/01
US	SMART NUTRITION FOR ACTIVE PEOPLE	5	2,513,454	11/27/01
US	SPORTS SUPPLEMENT REVIEW	16	2,208,418	12/08/98
US	SYNTHEVOL	5	2,534,912	01/29/02
Australia	ADVANTEDGE	5	873,249	04/20/01
Australia	BETALEAN	5	850,491	09/15/00
Australia	BODY FOR LIFE	16	799,080	07/01/99
Australia	EAS	5	729,397	03/06/97
Australia	EAS and Design	5	667,735	07/27/95
Australia	MYOPLEX	5	873,274	04/20/01
Australia	RIBOFORCE	5	850,490	09/15/00
Austria	PIRANHA	29, 30, 32	201,470	01/09/02
Austria	EAS	5, 29, 30	187,187	03/07/00

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Benelux	EAS	5, 29, 30	614,258	05/30/97
Canada	BODY OF WORK CHALLENGE	[]	544,755	05/09/01
Canada	BUILDING BETTER BODIES THROUGH SCIENCE	[]	510,973	04/15/99
Canada	CELL VOLUMIZING	[]	530,375	07/21/00
Canada	CYTOVOL	[]	504,953	12/03/98
Canada	EAS and Design	[]	486,587	12/09/97
Canada	GKG	[]	486,585	12/09/97
Canada	MYOPLEX PLUS	[]	488,219	01/27/98
Canada	NEO ELITE NUTRITION	[]	530,389	07/21/00
Canada	PHOSPHAGAIN	[]	498,896	08/19/98
Canada	PHOSPHAGEN	[]	491,469	03/17/98
Canada	PHYSIQUE TRANSFORMATION CHALLENGE	[]	544,017	04/23/01
Canada	PRECISION PROTEIN	[]	526,417	04/05/00
Denmark	EAS LOGO	5	1999 02768 VR	08/02/99
Europe (CTM)	BODY FOR LIFE	16, 41	1,856,194	09/04/01
Europe (CTM)	CYTOVOL	5	1,856,103	09/11/01
Europe (CTM)	PHOSPHAGEN	5, 32	1,891,027	12/14/01

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Europe (CTM)	PRECISION PROTEIN	5	1,856,442	09/11/01
Finland	EAS and Design	5	208,573	12/15/97
Finland	MYOPLEX	5	209,009	01/30/98
France	EAS	5	74,772,598	08/25/98
France	EAS LOGO	5	74,798,598	08/27/98
Germany	EAS	5, 30, 32	39,731,037	10/15/97
Germany	EAS LOGO	5, 30, 32	39,849,193	07/09/99
Germany	LEAN SOLUTION	3, 5, 10, 25, 28, 29, 30, 32	39,831,896	03/25/99
Germany	MEGAFORM LOGO	5, 25, 28, 29, 32	1,187,562	04/28/93
Germany	MEGAFORM XTENSION	5, 10, 25, 28, 29, 30, 32	39,832,741	02/18/99

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Germany	MYOPLEX	29, 30, 32	30,077,473	01/24/01
Germany	MYOPRO	29, 30, 32	30,077,474	01/18/01
Germany	NMP	3, 5, 10, 25, 28, 29, 30, 32	39,852,327	02/11/99
Germany	PHOSPHAGAIN	5, 29, 30	39,612,186	10/24/96
Germany	PHOSPHAGEN HP HIGH PERFORMANCE CREATINE TRANSPORT SYSTEM	5, 29, 30	39,809,762	09/04/98
Greece	EAS	5	133,733	07/02/97
Guatemala	EAS	5	1997-08936	01/10/02
Guatemala	EAS & Design	5	90125/438/191	06/03/98
Hong Kong	EAS	5	03,456	05/27/97
Italy	EAS	5	801,843	01/24/00
Mexico	EAS and Design	5	554,243	07/30/97
Mexico	EXPERIMENTAL AND APPLIED SCIENCES	5	588,646	09/30/98
Mexico	GKG	5	588,643	09/30/98

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mexico	MYOPLEX	5	597,731	08/22/99
Mexico	PHOSPHAGAIN	5	588,645	09/30/98
Mexico	PHOSPHAGAIN II	5	588,644	09/30/98
Mexico	PHOSPHAGEN	5	597,310	01/13/99
Mexico	PHOSPHAGEN HP	5	588,641	09/30/98
Mexico	V2G	5	588,642	09/30/98
New Zealand	ADVANTEDGE	5	636,513	04/23/01
New Zealand	BODY FOR LIFE	41	609,686	03/03/00
New Zealand	EAS & Design	5	609,687	03/03/00
New Zealand	EXPERIMENTAL AND APPLIED SCIENCES	5	251,553	07/21/95
New Zealand	MYOPLEX	5	636,512	04/23/01
Saudi Arabia	EAS	5	505/13	11/23/98
Saudi Arabia	EAS LOGO	5	505/12	11/23/98
Singapore	EAS	5	T98/087611	09/01/98
Singapore	EAS LOGO	5	T98/08760J	09/01/98
South Africa	EAS EXPERIMENTAL AND APPLIED SCIENCES LOGO	5	1997/09728	06/30/97
Spain	EAS	5	2,177,295 M9	07/20/99

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
Spain	EAS LOGO	5	2,177,293 M2	07/20/99
Sweden	EAS	5	330,048	01/29/99
United Arab Emirates	EAS	5	21,913	12/01/98
United Arab Emirates	EAS LOGO	5	21,886	11/29/98
United Kingdom	BODY FOR LIFE	16	2,201,841	01/14/00
United Kingdom	BODY FOR LIFE	41	2,221,319	07/21/00
United Kingdom	BODY OF WORK CHALLENGE	41	2,192,297	09/10/99
United Kingdom	CYTOVOL	5	2,122,303	10/10/97
United Kingdom	EAS and Design	5	2,027,849	03/22/96 ¹
United Kingdom	GKG	5	2,027,877	03/29/96 ²
United Kingdom	IPF	5	2,122,304	10/10/97
United Kingdom	NEO ELITE NUTRITION	5	2,155,320	06/18/99

¹ Registered to Experimental & Applied Sciences, Inc.

² Registered to Experimental & Applied Sciences, Inc.

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Registration No.</u>	<u>Registration Date</u>
United Kingdom	NEUROGAIN	5	2,155,319	04/06/99
United Kingdom	PHOSPHAGAIN II	5	2,027,882	07/05/96
United Kingdom	PHOSPHAGEMS	5	2,122,305	10/10/97
United Kingdom	PRECISION PROTEIN	5	2,157,793	08/28/98
United Kingdom	PHYSIQUE TRANSFORMATION CHALLENGE	41	2,169,429	02/07/00

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	BETA BLAST	5	76/295,420	08/06/01
US	BETATRIM	5	76/144,236	10/10/00
US	BODY FOR LIFE	41	76/198,979	01/25/01
US	ENERGY FOR WOMEN	16	76/262,576	05/25/01
US	METHOXY FACTOR	5	76/169,727	11/21/00
US	MYOPLEX	5	75/115,187	06/06/96
US	PIRANHA	32	75/982,382	04/17/01
US	PRECISION RELEASE MATRIX	5	76/102,022	08/03/00
US	RESULTS FOR WOMEN	5	76/295,419	08/06/01
Argentina	EAS LOGO	5	2,320,154	12/14/00

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
Australia	BODY FOR LIFE	41	885,796	08/14/01
Benelux	MAGAFORM	5, 25, 28, 30, 32	1,004,874	02/05/02
Benelux	MAGAFORM	5, 25, 28, 30, 32	1,004,873	02/05/02
Brazil	ADVANTEDGE	[]	824,042,760	06/25/01
Brazil	EAS	5	821,107,399	09/29/98
Brazil	EAS LOGO	5	821,107,380	09/29/98
Brazil	MYOPLEX	[]	824,042,751	06/25/01
Canada	ADVANTEDGE	[]	1,075,235	09/15/00
Canada	BETALEAN	[]	1,075,236	09/15/00
Canada	BODY FOR LIFE	[]	1,048,615	02/25/00
Canada	ENERGY IT'S EVERYTHING	[]	1,113,953	08/24/01
Canada	ENERGY FOR WOMEN	[]	1,115,920	09/12/01
Canada	PHENFREE	[]	1,034,369	10/09/99
Canada	RIBOFORCE	[]	1,075,237	09/15/00
Canada	SYNTHEVOL	[]	1,075,238	09/15/00
Denmark	EXPERIMENTAL AND APPLIED SCIENCES	5	1999/2818 VA	07/05/99
Europe (CTM)	ADVANTEDGE	5, 29, 30, 32	1,893,411	10/10/00
Europe (CTM)	BETAGEN	5, 32	1,893,577	10/10/00

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
Europe (CTM)	BETALEAN	5	1,888,239	10/05/00
Europe (CTM)	EverLean	5, 30, 32	2,424,604	10/25/01
Europe (CTM)	MUSCLE MEDIA	16	2,198,422	04/30/01
Europe (CTM)	MYOPLEX	5, 29, 30, 32	1,888,270	10/05/00
Europe (CTM)	PIRANHA	29, 30, 32	2,443,448	08/11/01
Europe (CTM)	RESULTS FOR WOMEN	5, 30, 32	2,271,260	06/22/01
Europe (CTM)	RIBOFORCE	5, 30, 32	1,853,605	09/14/00
Europe (CTM)	SIMPLYPROTEIN	5, 29, 32	1,893,668	10/10/00
Europe (CTM)	SYNTHEVOL	5, 32	1,893,569	10/10/00
Finland	MUSCLE MEDIA	16	[]	[]
Germany	HYPER	3, 5, 10, 25, 28, 29, 30, 32	39,852,326 6	09/08/98
Germany	MEGAFORM	3, 5, 10, 25, 28, 29, 30, 32	39,831,895 6	06/04/98
Germany	PIRANHA	29, 30, 32	30,137,723 5	06/21/01
Mexico	ADVANTEDGE	29, 30, 32	[]	[]

<u>*Country</u>	<u>Trademark</u>	<u>Int'l Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
New Zealand	PIRANHA	29, 30, 32	646136-38	09/28/01
Philippines	EAS	5	4-1998-06539	08/26/98
Philippines	EAS LOGO	5	4-1998-06540	08/26/98
South Africa	ADVANTEDGE	5	2001/07987	05/14/01
South Africa	BODY FOR LIFE	16	99/11274	06/25/99
South Africa	EAS	5	97/05533	04/15/97
South Africa	MYOPLEX	5	99/11272	06/25/99
South Africa	PHOSPHAGEN HP	5	99/11273	06/25/99
Venezuela	EAS	5	15286-00	08/22/00
Venezuela	EAS LOGO	5	15287-00	08/22/00
Venezuela	MYOPLEX	5	15288-00	08/22/00

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
NA				

Item B. Trademark Licenses

NSA has entered into numerous agreements with customers that include trademark licenses.

NSA has been granted rights to certain patents, trademarks, copyrightable works and trade secrets by third parties pursuant to agreements and arrangements with such parties.