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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. 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): ISI Brands Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Michigan [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Highbridge/Zwirn Special Opportunities Fund, L.P. Internal Address: Street Address: 9 West 57th Street, 27th Floor City: New York State: NY Zip: 10019 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [x] Limited Partnership Delaware [ ] Corporation-State [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: December 18, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED B. Trademark Registration No.(s) SEE ATTACHED Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jennifer St. John Yount, Esq. Internal Address: Paul, Hastings, Janofsky & Walker LLP Street Address: 515 So. Flower Street, 25F City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 354 7. Total fee (37 CFR 3.41) \$ 8,865.00 [x] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 16-0752

DO NOT USE THIS SPACE

9. Signature: Jennifer St. John Yount, Esq. Name of Person Signing [Signature] Signature December 23, 2003 Date

12/24/2003 DWELLER 0000201 2143977 01 FC:0521 02 FC:0522 40.00 OF 8825.00 OF

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002884 FRAME: 0728

UNITED STATES

TRADEMARK	APP/REG. NO.	APP/REG. DATE
CANADIAN NATUR-TUSSIN	2,143,977	3/17/98
CARIBBEAN BREATHABILITEA	2,150,373	4/14/98
CHINESE MELLOW MAGIC	2,111,834	11/11/97
DHEA FUEL	2,110,713	11/4/97
FEMALE FUEL	2,109,045	10/28/97
MALE FUEL	2,057,046	4/29/97
RIPPED FUEL	1,773,392	5/25/93
MCT FUEL	1,597,123	5/22/90
GULF STREAM PROSTI-BREW	2,103,521	10/7/97
HERBAL REMETEAS	2,139,522	2/24/98
REMETEAS	2,090,920	8/26/97
LANCASTER COUNTY MIGRA-WONDER	2,055,356	4/22/97
PACIFIC COAST SLIMMER	2,055,355	4/22/97
HIGHLAND LULLABY	2,055,354	4/22/97
HIMALAYAN SENNALAX	2,252,270	6/15/99
MANCHURIAN BRAIN BLEND	2,131,456	1/20/98
IVORY COAST SIP-N-C+	2,181,810	8/18/98
JAMAICAN DIGESTI BREW	2,110,495	11/4/97
JOINT FUEL	2,066,656	6/3/97
YOHIMBE FUEL	2,064,764	5/27/97
MAXILIFE BRAIN PROTECTOR	2,109,039	10/28/97
MAXILIFE CARDIO PROTECTOR	2,107,224	10/21/97
MAXILIFE COLON PROTECTOR	2,107,226	10/21/97
MAXILIFE JOINT PROTECTOR	2,109,038	10/28/97
MAXILIFE PHYTONUTRIENT PROTECTOR	2,170,812	7/7/98
MAXILIFE PROSTATE PROTECTOR	2,112,214	11/11/97
MEDITERRANEAN DETOXITEA	2,151,930	4/21/98
MUSCULAR DEVELOPMENT	2,176,192	7/28/98
NATURE'S HERBS	1,257,337	11/15/83
SCANDINAVIAN WINTER COMFORT	2,174,350	7/21/98
SCOTTISH THROAT MYST	2,176,126	7/28/98
TIBETAN FOREST MASCULINITEA	2,197,017	10/20/98
THE WORD FOR GOOD HEALTH	1,892,911	5/9/95
KIC FUEL	1,848,966	8/9/94
TWINLAB.COM	2,267,492	8/3/99
WHEY FUEL	2,144,516	3/17/98
ALLERDOPHILUS	1,382,984	2/18/86
ALLERGY-C	1,380,032	1/28/86
ALLERGY A CAPS	1,748,091	1/26/93

TRADEMARK	APP/REG. NO.	APP/REG. DATE
ALLERGY D CAPS	1,746,752	1/19/93
ALLERGY FIGHTERS	1,428,089	2/10/87
ALVITA	1,759,398	3/23/93
AMINO FUEL	1,437,049	4/21/87
AMINO FUEL STACK	2,209,776	12/8/98
ANABOLIC FUEL	1,509,858	10/25/88
ANIMAL FRIENDS	1,502,771	9/6/88
ANTI-CATABOLIC FUEL	1,920,669	9/19/95
ANTIOXIDANT FUEL	1,885,533	3/21/95
T-AMINO	1,123,517	8/7/79
B-12 DOTS	1,811,803	12/21/93
B-BITES	1,451,744	8/11/87
BIO-FORMED	1,167,990	9/8/81
B-SLIM	1,428,986	2/17/87
CAL-QUICK	1,333,948	5/17/85
CARNI FUEL	1,847,227	7/26/94
CARBO FUEL	1,388,002	4/1/86
POLYNESIAN PMS RESCUE	2,227,172	3/2/99
ALPINE-PEAK VISIBILITEA	2,168,616	6/23/98
BRIGHTON PICK-TEA-UP	2,168,617	6/23/98
ENDURANCE QUICK FIX	1,541,164	5/30/89
EYL	1,496,507	7/19/88
FIBERSOL	1,281,261	6/12/84
GAINERS FUEL	1,508,880	10/18/88
GLUTAMINE FUEL	1,954,899	2/6/96
GUARAIID	1,461,650	10/20/87
HAIR FACTORS	1,306,747	11/27/84
HERBA FUEL	1,487,374	5/10/88
HUMAN MACHINE OIL	1,597,121	5/22/90
HYDRA FUEL	1,655,100	8/27/91
HYPO E-CAPS	1,327,943	4/2/85
IMMUNE PROTECTORS	1,428,090	2/10/87
LIGHTS OUT	1,347,148	7/9/85
LIQUI-E	1,417,161	11/18/86
LIQUI-K	1,295,575	9/18/84
LPP	1,121,723	7/10/79
L P P (STYLIZED)	915,606	6/29/71
MASS-FUEL	1,692,371	6/9/92
MAXILIFE (STYLIZED)	1,321,725	2/26/85
MAXILIFE	1,301,149	10/23/84
CHER-AMINO	1,119,092	5/29/79
CHOLINE COCKTAIL	1,912,216	8/15/95
CHROMIC FUEL	1,583,283	2/20/90

TRADEMARK	APP/REG. NO.	APP/REG. DATE
CREATINE FUEL	1,864,175	11/22/94
CREATINE FUEL COCKTAIL	2,145,871	3/24/98
DMAE-H3	1,279,590	5/29/84
ENDURANCE	1,148,634	3/24/81
CELLMINS	1,773,390	5/25/93
DIET FUEL	1,544,159	6/20/89
DIET FUEL	1,782,373	9/20/93
SPORT FUEL	1,851,871	8/30/94
STRESSMATES	1,471,933	1/12/88
SUPERTWIN	1,480,417	3/15/88
SUPER VANADYL FUEL	1,954,900	2/6/96
THE LEADER IN SPORTS NUTRITION	1,692,361	6/9/92
TWINFAST	1,603,361	6/26/90
TWINLAB	1,298,349	10/2/84
TWINLAB	1,577,237	1/16/90
ULTRA FUEL	1,540,057	5/23/89
VEGE FUEL	1,781,039	7/13/93
VITA FUEL	1,501,862	8/30/88
VITA QUICK & DESIGN	1,192,419	3/23/82
YEAST FIGHTERS	1,369,779	11/12/85
MEGA HMB FUEL	2,188,532	9/8/98
HMB FUEL	2,185,075	8/25/98
ASIAN HERB-O-PAUSE	2,250,182	6/1/99
GIBRALTAR CARDIO BLEND	2,202,573	11/10/98
FEED THE MACHINE	2,393,807	10/10/00
FEELIN' FIT FITNESS PAKS	1,714,945	9/15/92
METABOLIFT	1,782,018	7/13/93
MEMORY FUEL	1,827,161	3/22/94
MOISTIQUE	1,325,343	3/19/85
NEUROVITES	1,347,147	7/9/85
NUTRABOLICS	1,511,454	11/8/88
NUVEG	1,806,666	11/23/93
OCUGUARD	1,784,724	7/27/93
GENTLE C-250	1,777,621	6/22/93
OPTI FUEL (STYLIZED)	1,584,280	2/27/90
OPTI-CAL	1,763,989	4/13/93
OXYGUARD	1,402,801	7/29/86
OXY-QUENCHERS	1,247,535	8/9/83
PHOS FUEL	1,698,746	7/7/92
POWER FUEL	1,709,127	8/18/92
RADICAL FIGHTERS	1,209,619	12/18/84
NAC FUEL	2,141,107	3/3/98
TRUHERBS	2,206,215	11/24/98

TRADEMARK	APP/REG. NO.	APP/REG. DATE
ALC FUEL	2,350,510	5/16/00
GROWTH FUEL	2,183,051	8/18/98
MEGA GLUTAMINE FUEL	2,186,898	9/1/98
HEALTHLAB	2,220,273	1/26/99
GLUCOSAMINE FUEL	2,144,791	3/17/98
PYRUVATE FUEL	2,142,919	3/10/98
TRIBULUS FUEL STACK	2,144,793	3/17/98
TRIBULUS FUEL	2,144,792	3/17/98
TRI-BORON	1,500,151	8/16/88
XTRA FUEL	2,217,212	1/12/99
The Herbal Village	2400369	10/31/00
Catechin 90-Power	2341186	04/11/00
Aqua Slim	2367558	07/18/00
PMS Power	2367558	09/28/99
Bitter Melon Power	2276023	09/07/99
Mediterranean Phytonutrient Power	2344587	04/25/00
Maitake Power	2249770	06/01/99
Modified Citrus Pectin Power	2288620	10/26/99
Super Phenolic Fruit Power	2288619	10/26/99
Black Cohosh-Power	2303387	12/28/99
Olive Leaf-Power	2256685	6/29/99
Herbal Power	2527788	01/08/02
Nature's Herbs	2284606	10/12/99
Celery Seed-Power	2238233	04/13/99
Horse Chestnut Power	2245469	05/18/99
Flower Power	2406599	11/21/00
DHEA Power	2114188	11/18/97
Stevia-Power	2093223	09/02/97
Super Prostate Power	2144192	03/17/98
Beta Sitosterol-Power	2144191	03/17/98
Yohimbe-Power	2093222	09/02/97
Phosphatidylserine-Power	2091354	08/26/97
Mexican Wild Yam-Power	2144190	03/17/98
Grape Seed-Power	2177821	08/04/98
Nettle Power	2069880	06/10/97
Kava Kava Power	2071861	06/17/97
Curcumin Power	2261309	07/13/99
Carotene Power	2355498	06/06/00
Propolis Power	2385847	09/12/00
Nature's Goodness	2576369	06/04/02
Put Your Faith in Nature and Trust in Nature's Herbs	2449354	05/08/01
Elderberry Power	2037034	02/11/97

TRADEMARK	APP/REG. NO.	APP/REG. DATE
Skin-Power	2022205	12/10/96
Phyto Estrogen Power	2024032	12/17/96
Cat's Claw Power	2293834	11/23/99
Dong-Quai Power	2066480	06/03/97
Power Herbs	2221040	02/02/99
Joint Power	1929844	10/24/95
Echinacea Golden Seal Power	1919220	09/19/95
Garlic Power	1914499	08/29/95
Primrose Power	1931234	10/31/95
Golden Seal Power	1917588	09/12/95
Lysine Power	1914497	08/29/95
Cranberry Power	1936823	11/21/95
What Nature Had in Mind for You	1911051	08/15/95
Shitake-Power	1837333	05/30/00
Pygeum-Power	1837697	05/30/00
Women's Care	1841637	06/28/94
Reishi Power	1833634	05/03/94
DGL Power	1833633	05/03/94
Saw Palmetto-Power	1833632	05/03/94
Hawthorn-Power	1833631	05/26/00
Black Currant-Power	1833630	05/03/94
Artichoke Power	1833629	05/03/94
Phytopower	1840272	06/21/94
Anti-Catabolic Fuel	1920669	09/19/95
Power Extract	1818718	02/01/94
Fever Few Power	1783832	07/27/93
Herbal Male Vite	1794479	09/21/93
Herba Choline	1818699	02/01/94
Herbal Detox	1808760	12/07/93
Daily Fatigue	1799043	10/19/93
Gymnesyl	1771072	05/18/93
Phyllanthol	1831022	04/19/94
Borage Power	1762400	04/06/93
Green Tea Power	1740831	12/22/92
Herba-Vites	1826809	03/15/94
Veno Care	1740817	12/22/92
Inflam-aid	1740816	12/22/92
Superior Chinese Resist	1740814	12/22/92
Nature's Herbs The Perfect Balance of Tradition and Science	1892540	05/02/95
Nature's Herbs the Herbal Experts in Sports Nutrition	1853997	09/13/94
Astrex F-3	1746742	01/19/93

TRADEMARK	APP/REG. NO.	APP/REG. DATE
Advanced Women's Care	1788745	08/17/93
Pollen Hearts	1770898	05/11/93
Milk-Thistle Power	1635260	02/19/91
Leading The Way To Better Health	1635258	02/19/91
Willowprin	1636639	03/05/91
The Power to Feel Your Best	1635257	02/19/91
Bilberry-Power	1632126	02/22/91
Echinacea-Power	1643312	05/07/91
Ginkgo Power	1632125	01/22/91
Migracin	1638118	03/19/91
Ginger Power	1635934	02/26/91
Skinny Formula	1635933	02/26/91
Femcleanse	1635931	02/26/91
Silica-Power	1635930	02/26/91
More of Nature's Goodness	1636638	03/05/91
Valerian Power	1635929	02/26/91
Desert Herb Combination	1632124	02/22/91
Citrus Power	1632890	02/29/91
St. John's Power	1652870	08/06/91
Certified Potency logo	1651283	07/23/91
Soy Power	76/120966	9/1/00
The Herbal Millennium	75/141430	05/13/03
Nutussin	1483019	04/05/88
Allerin	1471921	01/12/88
Caprinol	1461620	10/20/87
Coldrin	1457970	09/22/87
Safe-Cap	1435268	04/07/87
Heart-Life	1536033	04/25/89
PMS. O.S.	1433521	03/24/87
PMS-Syn	1466895	12/01/87
Aqua Trim	1551571	08/15/89
Quietime	1432678	03/17/87
Stresstop	1441740	06/09/87
Cardio-Care	1432677	03/17/87
Digestab	1441739	06/09/87
Imune-Gard	1408176	09/09/86
Natur-Pharma	1555434	09/12/89
Congest-Ease	1400070	07/08/86
Stress-Release	1364129	10/08/85
Ever-Slender	1374544	12/10/85
Gentle-Cleanse	1364128	10/08/85
Potency Power	1364127	10/08/85
Passion-Power	1364126	10/08/85

TRADEMARK	APP/REG. NO.	APP/REG. DATE
Good-Nite	1364125	10/08/85
Nature's Power	1364124	10/08/85
Power	1400866	07/15/86
Healthcare Naturals	1378779	01/21/86
Cold-Control	1402630	07/22/86
Allerelief	1331599	04/23/85
Power-Herb	1351273	07/30/85
Senna-Lax	1460560	10/13/87
Herbtrim	1305702	11/20/84
Vege Lax	1315339	01/22/85
Travel-ease	1306793	11/27/84
Zest-Aid	1347126	07/09/85
Herbal Calm	1317572	02/05/85
Menstrual Ease	1345516	07/02/85
Diurtab	1304664	11/13/84
Arth Plus	1382959	02/18/86
Bronc Ease	1304663	11/13/84
Femchange	1304662	11/13/84
Winterspice	1234246	04/12/83
The Herb Master's Original Formulas	1234245	04/12/83
Nature's Author	1234244	04/12/83
Willowtab	1235143	04/19/83
Andro Fuel	2293618	11/16/99
Beyond Cholesterol	2443239	4/10/01
Birch Bark-Power	2377505	8/15/00
Blackberry Moon	2286698	10/12/99
Cardio Results	2437591	3/20/01
Carp-L Care	2718053	5/20/03
Cholesterol-Power	2298211	12/7/99
Cholesterol Success	2652592	11/19/02
CLA Fuel	2476268	8/7/01
Creatine Fizz Fuel	2448371	5/1/01
Energy Fuel	2595723	7/16/02
FastBurn	2373811	8/1/00
FlexiLicious	2633220	10/8/02
Fuel Plex	2729521	6/24/03
Herbal Orchard	2308003	1/11/00
Joint Food	2594565	7/16/02
Lazy Lemontime	2375521	8/8/00
Lycosoy	2443427	4/10/01
Mega Soy	2293620	11/16/99
Nettle Root Power	251308	11/27/01
Oregano-Power	2493123	9/25/01



TRADEMARK	APP/REG. NO.	APP/REG. DATE
Peach Blush	2286700	10/12/99
Peppermint Breeze	2286699	10/12/99
Pro-Complex Formula	2381842	8/29/00
Raspberry Melody	2286701	10/12/99
Red Clover Power	2500727	10/23/01
Seastatin	2443374	4/10/01
Sharp Thinking	2317252	2/8/00
Strawberry Journey	2333398	3/21/00
Strength Fuel	2513423	11/27/01
Thermo 1	2507635	11/13/01
Today's Woman	2441580	4/3/01
Tomato-Power	2520644	12/18/01
Triple Whey Fuel	2293619	11/16/99
Twinlab Skin Fitness	2443320	4/10/01
Ultra3 Growth Fuel	2744188	7/29/03
Vita-Lok	2443031	4/10/01
AM Protein Fuel	76/525807	5/4/03
Amino Complex	76/505739	4/11/03
Blood Pressure Control	76/532419	7/25/03
Cran Tract	76/519434	5/27/03
Diabalance	76/432885	7/22/02 [Abandoned - no statement of use filed]
Ecdyburn	76/442812	8/21/02
Ecdycut	76/442811	8/21/02
MRP Nitrate 3 Fuel	76/505737	4/11/03
Carb Defense	76/373670	2/25/02 [Abandoned - no statement of use filed]
Thermo Sport	76/261238	5/24/01
Spiru-Licious	76/519435	5/27/03
The Science Behind the Size	76/382263	3/15/02 [Abandoned - no statement of use filed]
TwinSorb	76/526266	6/27/03
Vital Memory	76/525806	5/14/03
Xtreme Power Fuel	76/505738	4/11/03

TRADEMARK	APP/REG. NO.	APP/REG.DATE
AT THE HEART OF A HEALTHY LIFE	78/266,208	06/24/2003
BEAUTRIENTS	78/252,154	05/20/2003
BREAK FRESH	78/203,603	01/15/2003
BREAKFRESH	78/203,588	01/15/2003
CAYUR	76/364,516	01/28/2002
CHEF D'ERMO	76/363,776	01/28/2002
CHOLESTEAROL	78/310,127	10/07/2003
CHOLESTEAROL CONTROL	78/330,528	11/20/2003
COMPLETE CYCLES	76/364,045	01/28/2002
COMPLETE MORNINGS	78/203,612	01/15/2003
EAT WHAT YOU WANT ... TO BE!	78/203,579	01/15/2003
ECO LOGICAL	78/316,383	10/21/2003
ECOLOGICAL	78/316,362	10/21/2003
FARMACIST	78/215,947	02/18/2003
FARMACOLOGY	78/215,935	02/18/2003
GOODNESS GROWN TO A HIGHER STANDARD	78/182,838	11/07/2002
HERBAL INFLARELIEF	76/372,977	02/20/2002
INCA	76/369,885	02/12/2002
ORGANIC ISLAND	76/369,757	02/12/2002
ORGANIC SELECTIONS	76/364,046	01/28/2002
ORGANIKID	78/263,757	06/18/2003
ORGANIKIDS	78/263,767	06/18/2003
ORGANIMOM	78/262,771	06/18/2003
ORGANIMOMS	78/263,783	06/18/2003
RIGHTWAY	78/242,806	04/28/2003
SIBERIAN ENERGY COMPLEX	78/316,347	10/21/2003
SMOG DEFENSE	78/203,620	01/15/2003
SWEET TARGET	78/190,655	12/03/2002
WEIGHT DEFENSE	78/179,400	10/29/2002
WILD OATS ORGANIC ISLAND	78/231,921	03/31/2003
YOURS	76/413,401	05/29/2002
ZONNIG	76/363,794	01/28/2002

**TRADEMARK SECURITY AGREEMENT**  
**(ISI BRANDS INC.)**

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of December 18, 2003, is made by **ISI BRANDS INC.**, a Michigan corporation ("Debtor"), in favor of **HIGHBRIDGE/ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.**, a Delaware limited partnership, as administrative agent for the below referenced Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), with reference to the following:

**WHEREAS**, Idea Sphere Inc., a Michigan corporation ("Parent") and certain of Parent's Subsidiaries (Parent together with such Subsidiaries are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the below defined Lenders (such Lenders, together with Agent, individually and collectively, jointly and severally, the "Lender Group"), and Agent are, contemporaneously herewith, entering into that certain Loan and Security Agreement of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"); pursuant to which the Lender Group has agreed to make certain financial accommodations to Borrowers.

**WHEREAS**, Debtor and certain of Parent's other Subsidiaries (i) have issued that certain General Continuing Guaranty of even date herewith in favor of Agent, and (ii) have entered into that certain Security Agreement (Guarantors) of even date herewith with Agent, pursuant to which Debtor has granted to Agent for the benefit of the Lender Group security interests in (among other things) all general intangibles of Debtor.

**WHEREAS**, pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the Lender Group under the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Agent, for the benefit of the Lender Group, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Agreement" has the meaning ascribed to such term in the preamble hereto.

“Borrower” and “Borrowers” have the respective meanings set forth in the recitals to this Agreement.

“Debtor” has the meaning ascribed to such term in the preamble to this Agreement.

“Event of Default” means any Event of Default, as that term is defined in the Loan Agreement (including the completion of any cure periods included in such definition).

“Lender Group” means, individually and collectively, each of the Lenders and Agent.

“Lenders” means, individually and collectively, each of the lenders identified on the signature pages of the Loan Agreement, and any other person made a party thereto in accordance with the provisions of Section 14 thereof (together with their respective successors and assigns).

“Loan Agreement” has the meaning ascribed to such term in the recitals to this Agreement.

“Parent” has the meaning ascribed to such term in the introductory paragraph to this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means, with respect to Debtor, all liabilities, obligations (including the Obligations), or undertakings owing by Debtor to the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, indemnities, fees (including attorneys fees), and expenses (including interest,

costs, indemnities, fees, and expenses that, but for the provisions of the Bankruptcy Code, would have accrued irrespective of whether a claim therefor is allowed) and any and all other amounts which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Loan Agreement that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

## 2. Security Interest.

(a) Grant of Security in respect of the Secured Obligations. To secure the prompt repayment and performance of the Secured Obligations, Debtor hereby grants to Agent, for the benefit of the Lender Group, a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of Debtor, or in the name of Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its Permitted Discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Agent, in the exercise of its Permitted Discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this

Section 3, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligations to extend credit under the Loan Agreement are terminated.

4. Representations and Warranties. Debtor represents and warrants to each member of the Lender Group as follows:

(i) True and Complete List. Schedule A sets forth a true and correct list of all of Debtor's existing material Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(ii) Validity. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, each of the Trademarks set forth on Schedule A is valid and enforceable.

(iii) Title. (i) Debtor has rights in and good and defensible title to the Trademark Collateral, (ii) Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any material Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(iv) No Infringement. (i) No material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(v) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.



5. Covenants. Debtor agrees that so long as this Agreement shall be in effect, Debtor shall:

(a) comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement, and the other Loan Documents;

(b) promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the material Trademarks or the material Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee;

(c) on a continuing basis, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, including appropriate financing and continuation statements and security agreements, and take all such action as Agent, in the exercise of its Permitted Discretion, may deem necessary or advisable to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interests granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral. Without limiting the generality of the foregoing sentence, Debtor:

(i) hereby authorizes Agent in its Permitted Discretion if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent, to modify this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Schedule A hereof to include a reference to any right, title or interest in any existing Trademark or any Trademarks acquired or developed by Debtor after the execution hereof, or to delete any reference to any right, title or interest in any Trademark in which Debtor no longer has or claims any right, title or interest; and

(ii) hereby authorizes Agent, in its Permitted Discretion, to file one or more financing or continuation statements, if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any such amendment thereto it is requested to execute and deliver by Agent, any amendments thereto, relative to all or any portion of the Trademark Collateral, without the signature of Debtor where permitted by law;

(d) comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and do all other acts and take all other measures which, in Debtor's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain such Trademark Collateral and all of Debtor's rights therein;

(e) comply with each of the terms and provisions of this Agreement, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of Debtor under this Agreement without Agent's prior written consent; and

(f) not permit the inclusion in any contract to which Debtor becomes a party of any provision that, in the Permitted Discretion of Agent, would impair or prevent the creation of security interests in favor of Agent, for the benefit of the Lender Group, in Debtor's rights and interest in any property included within the definition of Trademarks and acquired under such contracts.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Agent prompt notice thereof. Debtor shall do all things deemed necessary or advisable by Agent in the exercise of its Permitted Discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent, any other member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent, any other member of the Lender Group hereunder or in connection herewith, none of Agent, any other member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. [Intentionally Omitted].

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its Permitted Discretion, deems necessary, in

the name of Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its Permitted Discretion, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Agent for the benefit of the Lender Group and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (without reference to principles of conflict of laws other than those that would give effect to the choice of New York law), except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules and Exhibits hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original

executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Loan Agreement. Debtor acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

17. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall promptly execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Agent for the benefit of the Lender Group hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed and delivered  
s Agreement as of the date first written above.

**ISI BRANDS INC.**, a Michigan corporation

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]]

S-1

**TRADEMARK**  
**REEL: 002884 FRAME: 0748**

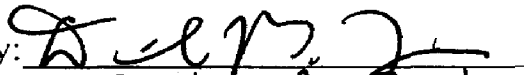
**AGENT:**

**HIGHBRIDGE/ZWIRN SPECIAL  
OPPORTUNITIES FUND, L.P.**

a Delaware limited partnership,  
as Agent

By: **HIGHBRIDGE/ZWIRN CAPITAL  
MANAGEMENT, LLC.**

a Delaware limited liability company

By:   
Name: Daniel B. Zewirn  
Title: Managing Principal

[[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**SCHEDULE A****ISI Brands**

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
Argentina	Alvita	02/23/00	1776083
Argentina	Alvita	07/07/99	1743574
Argentina	Amino Fuel	12/30/94	1546528
Argentina	Gainers Fuel	01/31/94	1499959
Argentina	Nature's Herbs	07/13/95	1569085
Argentina	Ripped Fuel	01/31/94	1499960
Argentina	Twinlab	07/25/95	1569976
Argentina	Twinlab	01/31/94	1499961
Argentina	Ultra Fuel	08/10/95	1571871
Australia	Alvita	11/23/98	713372
Australia	Amino Fuel	04/18/98	554141
Australia	Chromic Fuel	04/18/98	554142
Australia	Fuel	04/18/98	554143
Australia	GH Fuel	04/18/98	554140
Australia	Nature's Herbs/A Twinlab Division	11/17/00	782464
Australia	Twin-Labs/ Twin Labs/Twinlabs	09/29/02	712941
Australia	Twinlab	03/15/01	712942
Austria	Twinlab	02/7/01	134597
Barbados	Twinlab	05/08/98	81/6667
Benelux	Amino Fuel	10/12/99	468439
Benelux	Amino Fuel 2000	07/27/00	483456
Benelux	Anabolic Fuel	10/12/99	468440
Benelux	Diet Fuel	10/12/99	468087
Benelux	Energy Fuel	05/02/01	674907
Benelux	Gainers Fuel	10/12/99	468285

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
Benelux	Hydra Fuel	05/01/92	503159
Benelux	Nature's Herbs	08/07/00	485622
Benelux	Phos Fuel	07/27/00	482613
Benelux	Power Fuel	07/27/00	482612
Benelux	Twinlab	05/10/98	445671
Benelux	Ultra Fuel	10/12/99	468438
Benelux	Vita Fuel	10/12/99	468540
Bermuda	Twinlab	05/28/99	21742
Bolivia	Alvita	01/22/99	70174
Bolivia	Alvita	01/22/99	70173
Bolivia	Nature's Herbs	03/10/00	77471
Bolivia	Twinlab	03/30/93	C/54568
Brazil	Alvita	01/11/94	817617191
Brazil	Alvita	06/25/96	817178347
Brazil	BCAA Fuel 3000	01/27/00	821933892
Brazil	Carbo Fuel	01/23/92	816563632
Brazil	Creatine Fuel	06/27/01	823378098
Brazil	Diet Fuel	01/23/92	816563624
Brazil	Energy Fuel	12/03/99	828139772
Brazil	Energy Fuel	12/03/99	821839780
Brazil	Gainers Fuel	01/23/92	816563659
Brazil	Hydra Fuel	03/12/96	817678530
Brazil	Nature's Herbs A Twinlab Company	01/28/98	820474738
Brazil	Opti Fuel	01/23/92	816563640
Brazil	Ripped Fuel	06/27/01	823378101
Brazil	Soy Sensations	06/27/01	823378055
Brazil	Truherbs (Special Form)	12/28/99	821914367
Brazil	Twin Laboratories Inc.	06/27/01	823378080



<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
Brazil	Twinfast	09/21/93	816507287
Brazil	Twinlab	12/04/90	851903324
Brazil	Twinlab Energy Fizz	06/27/01	823378063
Brazil	Twinlab Truherbs (Special Form)	12/28/99	821914367
Brazil	Ultra Fuel	12/20/93	817608680
Brazil	Whey fuel	06/27/01	823378071
Canada	Alvita	06/18/98	TMA496423
Canada	B-12 Dots	10/23/92	TMA403831
Canada	Calmag + D	10/09/92	TMA403473
Canada	Caro Caps	10/09/92	TMA403471
Canada	Dale Alexander	10/26/90	TMA374836
Canada	Effervescent C with Minerals	06/10/94	TMA428439
Canada	Endurance	10/09/92	TMA403474
Canada	Fibersol	10/18/91	TMA389399
Canada	Mega Lecithin (E) Plus	10/09/92	TMA403475
Canada	Mini B	10/09/92	TMA403472
Canada	Nature's Herbs	09/16/02	TMA567458
Canada	Nature's Herbs	03/20/87	TMA324886
Canada	Power Herb	03/27/02	TMA325148
Canada	Ripped	01/27/03	TMA574409
Canada	Ripped Fuel	10/21/02	TMA569203
Canada	Stressmates	10/25/91	TMA389646
Canada	Twinlab	04/26/91	TMA383406
Canada	Twinlab Buffered Vitamin C plus Magnesium	02/05/97	TMA470567
Canada	Ultra Fuel	11/17/95	TMA450069
Chile	Alvita	06/14/99	542532

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
Chile	Nature's Herbs A Twinlab Company	03/18/98	507563
Chile	Ripped Fuel	11/22/01	609534
Chile	Twinlab	06/19/01	597872
China	Alvita	10/14/98	1214277
China	Alvita	11/14/98	1223364
China	Alvita in Chinese Characters	08/28/99	1307781
China	Alvita in Chinese Character	09/28/99	1319694
China	Fuel	08/28/99	1307783
China	Power-Herbs in Chinese Character	08/28/99	1307782
China	Remeteas	08/07/99	1300284
China	Remeteas	10/07/99	1321462
China	Remeteas in Chinese characters	08/28/99	1307784
China	Remeteas in Chinese characters	09/28/99	1319693
China	Twinlab	05/28/97	1014920
China	Twinlab (Tian Lai)	08/28/99	1307776
China	Twinlab (Tian Lai)	10/07/99	1321461
China	Twinlab in Chinese characters I	08/28/99	1307779
China	Twinlab in Chinese characters III	10/07/99	1321463
China	Twinlab in Chinese characters III	08/28/99	1307780
China (Taiwan)	Alvita	05/16/97	762238
China (Taiwan)	Nature's Herbs	05/16/00	891760
China (Taiwan)	Nature's Herbs/ A Twinlab Division	08/01/01	952525
China (Taiwan)	Twin Labs	02/16/97	748551

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
China (Taiwan)	Twinlab	08/16/96	724412
Colombia	Nature's Herbs	03/26/98	209964
Colombia	Twinlab	11/19/99	223106
Costa Rica	Alvita	03/18/97	100423
Costa Rica	Twinlab	01/31/96	94474
Cyprus	Twinlab	04/29/99	36456
Czech Republic	Alvita	05/27/98	209474
Czech Republic	Nature's Herbs/ A Twinlab Company	03/23/00	223338
Czech Republic	Twinlab	05/27/98	209475
Denmark	Energy Fuel	06/28/00	2000 2994 VR
Denmark	Twinlab	10/18/91	1991 6951 VR
Ecuador	Alvita	02/09/00	301/00
Ecuador	Alvita	01/22/98	378/98
Ecuador	Nature's Herbs	01/22/98	377/98
Ecuador	Twinlab	01/26/98	435/98
Ecuador	Twinlab	01/26/98	434/98
Egypt	Alvita	07/17/00	102445
Egypt	Alvita	02/17/02	102477
Egypt	Twinlab	11/25/01	81499
El Salvador	Alvita	01/09/98	239BOOK65
El Salvador	Alvita	06/29/00	135BOOK107
El Salvador	Twinlab	04/15/96	173
European Community	Soy Sensations	04/03/02	1751254
European Community	Twinlab Energy Fizz	08/20/01	1751296
Finland	Energy Fuel	09/29/00	218781
Finland	Nature's Herbs A Twinlab Company	06/15/99	214338
Finland	Twinlab	01/20/93	124463
France	Diet Fuel	07/31/00	1607032

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
France	Energy Fuel	11/16/99	99823482
France	Fuel	02/20/00	1738959
France	Muscular Development Fitness Health Logo	07/24/96	96/635797
France	Twinlab	06/02/98	1651607
Germany	Diet Fuel	04/11/94	1190091
Germany	Energy Fuel	02/22/01	39969745
Germany	Power Fuel	04/11/94	1190088
Germany	Twinlab	06/7/93	1187882
Germany	Ultra Fuel	04/11/94	1190089
Greece	Twinlab	06/27/00	99596
Guatemala	Alvita	02/02/03	122006
Guatemala	Alvita	11/05/00	107177
Hong Kong	Alvita in Chinese characters	01/12/00	687/2000
Hong Kong	Fuel	10/10/00	B13444/2000
Hong Kong	Fuel in Chinese characters	07/13/99	8747/1999
Hong Kong	Nature's Herbs in Chinese characters	01/25/00	B1586/2000
Hong Kong	Power-Herbs	10/27/99	B13072/1999
Hong Kong	Power-Herbs in Chinese characters	08/24/99	10372/1999
Hong Kong	Remeteas	03/10/99	2874/1999
Hong Kong	Remeteas	03/10/99	2875/1999
Hong Kong	Remeteas in Chinese characters	05/09/00	B06588/2000
Hong Kong	Twinlab	08/11/97	11383/96
Hong Kong	Twinlab (Tian Lai)	01/12/00	688/2000
Hong Kong	Twinlab (Tian Lai)	01/12/00	689/2000
Hong Kong	Twinlab in Chinese	07/15/99	9031/1999

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
	Characters III		
Hong Kong	Twinlab in Chinese Characters III	07/15/99	9032/1999
Hungary	Alvita	06/26/98	151617
Hungary	Nature's Herbs	09/11/97	146385
Hungary	Twinlab	04/02/98	150516
Iceland	Twinlab	09/25/02	1001/1992
Indonesia	Alvita	09/30/97	394435
Indonesia	Alvita	09/30/97	394619
Indonesia	Nature's Herbs/ A Twinlab company	01/07/99	421668
Indonesia	Twin Labs	09/01/95	345350
Indonesia	Twinlab	09/24/96	368397
Ireland	Carbo Fuel	12/11/98	150567
Ireland	MCT Fuel	12/11/98	150566
Ireland	Twinlab	10/09/94	125290
Israel	Alvita	04/05/98	106543
Israel	Nature's Herbs	07/06/98	106550
Israel	Twinlab	12/11/95	71083
Italy	Anabolic Fuel	10/18/93	605303
Italy	Amino Fuel	10/18/93	605301
Italy	Carbo Fuel	10/18/93	305304
Italy	Chromic Fuel	10/18/93	605305
Italy	Diet Fuel	10/18/93	605306
Italy	Diet Fuel	06/17/94	625428
Italy	Gainers Fuel	10/18/93	605307
Italy	GH Fuel	10/18/93	605308
Italy	Herba Fuel	10/18/93	605309
Italy	Hydra Fuel	01/26/96	666975
Italy	Mass Fuel	01/26/96	666974
Italy	MCT Fuel	10/18/93	605310

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
Italy	Opti Fuel	10/18/93	605311
Italy	Phos Fuel	10/18/93	605312
Italy	Power Fuel	10/18/93	605313
Italy	Pro Fuel	08/13/00	605314
Italy	Twinlab	11/23/91	554518
Italy	Twinlab	04/30/02	864977
Italy	Ultra Fuel	10/18/93	605315
Italy	Vita Fuel	10/18/93	605316
Japan	Amino Fuel	08/31/92	2445872
Japan	Fuel	08/18/00	4410813
Japan	Fuel	03/01/02	4548170
Japan	Nature's Herbs A Twinlab Division	06/01/01	4479420
Japan	Power Herbs	06/15/01	4482903
Japan	Power Herbs	03/01/02	4548169
Japan	Soy Sensations	06/01/01	4479525
Japan	Twinlab	05/29/92	2412821
Japan	Twinlab	07/27/01	4495012
Japan	Twinlab	06/15/01	4482904
Japan	Twinlab Energy Fizz	06/01/01	4479524
Japan	Twinlab Truherbs (Special Form)	03/03/00	4365402
Japan	Truherbs (Special Form)	03/01/02	4547713
Korea (South)	Alvita	08/07/98	414844
Korea (South)	Nature's Herbs A Twinlab Company	07/29/98	413315
Korea (South)	Nature's Herbs/ A Twinlab Company	12/02/98	431877
Korea (South)	Twinlab	07/25/00	197157
Malaysia	Amino Fuel	07/16/98	91003624

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
Malaysia	Chromic Fuel	07/16/98	91003625
Malaysia	Fuel	07/16/98	91003627
Malaysia	GH Fuel	07/16/98	91003626
Malaysia	Migracin	08/27/97	90/05670
Malaysia	Willoprin	08/27/97	90/05669
Mexico	Alvita	01/27/98	568167
Mexico	Amino Fuel	11/30/94	382542
Mexico	Amino Fuel 2000	08/06/95	388908
Mexico	Anabolic Fuel	11/30/94	382541
Mexico	Carbo Fuel	11/29/94	384806
Mexico	Chromic Fuel	11/29/94	391329
Mexico	Coles Free	09/21/99	623703
Mexico	Diet Fuel	11/30/94	382539
Mexico	Energy Fuel	01/25/00	638358
Mexico	Gainers Fuel	11/29/94	384807
Mexico	GH Fuel	11/30/94	382540
Mexico	Infant Care	11/29/94	397273
Mexico	MCT Fuel	08/06/95	388907
Mexico	Nature's Herbs	11/08/00	443021
Mexico	Opti Fuel	11/30/94	384469
Mexico	Phos Fuel	08/06/95	388906
Mexico	Power Fuel	08/06/95	388905
Mexico	Pro Fuel	08/06/95	388903
Mexico	Soy Sensations	01/30/01	685258
Mexico	Thermolift	12/20/00	453758
Mexico	Twinfast	11/29/94	384804
Mexico	Twinlab	06/04/00	399474
Mexico	Twinlab	07/04/99	445164
Mexico	Ultra Fuel	08/06/95	388904
Mexico	Ultra Fuel	02/26/96	517897

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
Mexico	Vita Fuel	11/29/94	384805
New Zealand	Amino Fuel	04/18/98	B209589
New Zealand	Chromic Fuel	04/18/98	B209591
New Zealand	GH Fuel	04/18/98	B209590
New Zealand	Nature's Herbs Power-Herbs (Stylized)	07/01/01	B238497
New Zealand	Nature's Herbs/ A Twinlab Company	12/15/98	280316
New Zealand	Twinlab	06/16/96	193987
Norway	Energy Fuel	11/16/00	205598
Norway	Twinlab	10/22/02	152852
Oman	Twinlab	07/29/01	9626
Panama	Alvita	07/09/97	88616
Panama	Nature's Herbs	05/25/99	88795
Panama	Twinlab	03/17/94	63392
Paraguay	Alvita	08/19/97	195914
Paraguay	Nature's Herbs	10/26/98	208060
Paraguay	Twinlab	06/26/99	216699
Peru	Alvita	02/20/97	33652
Peru	Alvita	12/16/96	31804
Peru	Nature's Herbs	11/25/96	31258
Peru	Twinlab	06/24/93	549
Philippines	Twinlab	02/19/91	50011
Portugal	Alvita	03/05/97	317847
Portugal	Power-Herbs Nature's Herbs	02/12/93	271308
Portugal	Twinlab	11/20/92	266975
Puerto Rico	Nature's Herbs	01/30/98	39935
Puerto Rico	Twinlab	03/04/93	32128
Qatar	Twinlab	08/30/00	8300



<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
Qatar	Twinlab & Arabic	08/30/00	8299
Russia	Muscular Development Logo	05/15/98	164411
Saudi Arabia	Alvita	08/19/97	409/36
Saudi Arabia	Alvita	09/01/97	410/62
Saudi Arabia	Twinlab	11/05/94	324/40
Singapore	Alvita	07/25/96	T96/07759D
Singapore	Amino Fuel	01/05/94	85/94
Singapore	Fuel	04/20/01	T91/0404031
Singapore	Nature's Herbs	07/25/96	B96/07757H
Singapore	Twinlab	10/02/94	T87/04819F
Singapore	Twinlab GH Fuel	01/05/94	86/94
Singapore	Willowprin	08/21/97	5829/90
South Africa	Alvita	03/29/00	96/10012
South Africa	Alvita	08/05/99	96/10013
South Africa	Nature's Herbs	01/10/00	96/10014
South Africa	Twinlab	06/15/99	89/5302
Spain	Energy Fuel	06/05/00	2279154MX
Spain	Twinlab	04/05/91	1291087M2
Spain	Twinlab Herba Fuel	09/05/94	1783263M2
Spain	Twinlab Amino Fuel	04/05/94	1782421M4
Spain	Twinlab Diet Fuel	05/20/94	1790762M4
Spain	Twinlab Twin Laboratories Inc. New York	04/05/91	1291087M2
Sweden	Energy Fuel	10/19/01	349368
Sweden	Twinlab	03/31/94	256913
Switzerland	Twinlab	11/23/89	373155
Thailand	Alvita	08/24/98	KOR76754
Thailand	Alvita	01/07/99	TM84715
Trinidad & Tobago	Alvita	03/30/99	26013

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
Trinidad & Tobago	Alvita	06/28/02	26012
Trinidad & Tobago	Nature's Herbs A Twinlab Company	12/27/00	27514
Trinidad & Tobago	Twinlab	10/28/01	17146
Turkey	Twinlab	09/20/99	116080
United Arab Emirates	Nature's Herbs/ A Twinlab Division	04/04/02	31237
United Arab Emirates	Twinlab	06/24/98	16241
United Kingdom	Chromic Fuel	04/19/98	1461937
United Kingdom	Energy Fuel	02/16/01	2213595
United Kingdom	Hydra Fuel	03/15/96	2016661
United Kingdom	Twinlab	12/07/95	1366182
United Kingdom	Twinlab Ultra Fuel	10/28/00	1551867
Uruguay	Nature's Herbs	05/04/01	296844
Venezuela	Twinlab	08/19/94	F-164245
Vietnam	Nature's Herbs	02/03/99	29535

<b>COUNTRY</b>	<b>MARK</b>	<b>APPLICATION DATE</b>	<b>APPLICATION NUMBER</b>
Canada	Chromic Fuel	11/06/01	112168100
Canada	Creatine Fuel	11/06/01	112168300
Canada	Energy Fuel	11/08/99	103537200
Canada	Ever-Slender	11/6/01	112168000
Canada	Joint Rescue	11/06/01	112168400
Canada	Ocuguard	11/06/01	112167900
Canada	Metabolift	11/06/01	112168200
Canada	Soy Sensations	06/28/00	106549700
Canada	Today's Woman	06/28/00	106549500
Canada	Twinlab Energy Fizz	06/28/00	106549600
Canada	Twinlab Fuel	05/23/00	106020400
Chile	Diet Fuel	01/25/00	474010

<b>COUNTRY</b>	<b>MARK</b>	<b>APPLICATION DATE</b>	<b>APPLICATION NUMBER</b>
Chile	Fuel	05/25/00	487640
Colombia	Alvita	09/24/96	96/040821
Colombia	Alvita	08/01/96	96/040823
European Community	Twinlab Aquanutri	02/21/03	3063682
Greece	Energy Fuel	11/12/99	142301
Guatemala	Nature's Herbs	08/19/96	6369
Guatemala	Twinlab	08/16/96	6336
Guatemala	Twinlab	08/16/96	6337/96
Italy	Diet Fuel	01/07/02	66 2002 MI
Italy	Diet Fuel	08/07/00	9239 2000 MI
Italy	Energy Fuel	01/05/00	82 2000 MI
Italy	Gainers Fuel	08/08/00	9238 2000 MI
Italy	Hydra Fuel	01/23/03	588 2003 MI
Italy	Mass Fuel	01/31/03	979 2003 MI
Italy	Power Fuel	08/07/00	9236 2000 MI
Italy	Ultra Fuel	08/07/00	9237 2000 MI
Japan	Alvita	9/18/97	H09-158868
Malaysia	Twinlab	01/04/89	89/00019
Mexico	Alvita	8/1/96	269886
Portugal	Energy Fuel	11/18/99	341288
Portugal	Nature's Herbs	6/21/96	317846
Qatar	Alvita & Arabic	7/29/96	15546
Qatar	Alvita & Arabic	7/29/96	15547
Qatar	Nature's Herbs and Arabic	6/14/97	17021
Saudi Arabia	Nature's Herbs	11/30/96	36246
Uruguay	Alvita	7/16/97	296843
Venezuela	Alvita	10/18/96	17318/96
Venezuela	Alvita	10/16/96	17319/96
Venezuela	Nature's Herbs	10/16/96	17320/96

UNITED STATES

TRADEMARK	APP/REG. NO.	APP/REG. DATE
CANADIAN NATUR-TUSSIN	2,143,977	3/17/98
CARIBBEAN BREATHABILITEA	2,150,373	4/14/98
CHINESE MELLOW MAGIC	2,111,834	11/11/97
DHEA FUEL	2,110,713	11/4/97
FEMALE FUEL	2,109,045	10/28/97
MALE FUEL	2,057,046	4/29/97
RIPPED FUEL	1,773,392	5/25/93
MCT FUEL	1,597,123	5/22/90
GULF STREAM PROSTI-BREW	2,103,521	10/7/97
HERBAL REMETEAS	2,139,522	2/24/98
REMETEAS	2,090,920	8/26/97
LANCASTER COUNTY MIGRA-WONDER	2,055,356	4/22/97
PACIFIC COAST SLIMMER	2,055,355	4/22/97
HIGHLAND LULLABY	2,055,354	4/22/97
HIMALAYAN SENNALAX	2,252,270	6/15/99
MANCHURIAN BRAIN BLEND	2,131,456	1/20/98
IVORY COAST SIP-N-C+	2,181,810	8/18/98
JAMAICAN DIGESTI BREW	2,110,495	11/4/97
JOINT FUEL	2,066,656	6/3/97
YOHIMBE FUEL	2,064,764	5/27/97
MAXILIFE BRAIN PROTECTOR	2,109,039	10/28/97
MAXILIFE CARDIO PROTECTOR	2,107,224	10/21/97
MAXILIFE COLON PROTECTOR	2,107,226	10/21/97
MAXILIFE JOINT PROTECTOR	2,109,038	10/28/97
MAXILIFE PHYTONUTRIENT PROTECTOR	2,170,812	7/7/98
MAXILIFE PROSTATE PROTECTOR	2,112,214	11/11/97
MEDITERRANEAN DETOXITEA	2,151,930	4/21/98
MUSCULAR DEVELOPMENT	2,176,192	7/28/98
NATURE'S HERBS	1,257,337	11/15/83
SCANDINAVIAN WINTER COMFORT	2,174,350	7/21/98
SCOTTISH THROAT MYST	2,176,126	7/28/98
TIBETAN FOREST MASCULINITEA	2,197,017	10/20/98
THE WORD FOR GOOD HEALTH	1,892,911	5/9/95
KIC FUEL	1,848,966	8/9/94
TWINLAB.COM	2,267,492	8/3/99
WHEY FUEL	2,144,516	3/17/98
ALLERDOPHILUS	1,382,984	2/18/86
ALLERGY-C	1,380,032	1/28/86
ALLERGY A CAPS	1,748,091	1/26/93

TRADEMARK	APP/REG. NO.	APP/REG. DATE
ALLERGY D CAPS	1,746,752	1/19/93
ALLERGY FIGHTERS	1,428,089	2/10/87
ALVITA	1,759,398	3/23/93
AMINO FUEL	1,437,049	4/21/87
AMINO FUEL STACK	2,209,776	12/8/98
ANABOLIC FUEL	1,509,858	10/25/88
ANIMAL FRIENDS	1,502,771	9/6/88
ANTI-CATABOLIC FUEL	1,920,669	9/19/95
ANTIOXIDANT FUEL	1,885,533	3/21/95
T-AMINO	1,123,517	8/7/79
B-12 DOTS	1,811,803	12/21/93
B-BITES	1,451,744	8/11/87
BIO-FORMED	1,167,990	9/8/81
B-SLIM	1,428,986	2/17/87
CAL-QUICK	1,333,948	5/17/85
CARNI FUEL	1,847,227	7/26/94
CARBO FUEL	1,388,002	4/1/86
POLYNESIAN PMS RESCUE	2,227,172	3/2/99
ALPINE-PEAK VISIBILITEA	2,168,616	6/23/98
BRIGHTON PICK-TEA-UP	2,168,617	6/23/98
ENDURANCE QUICK FIX	1,541,164	5/30/89
EYL	1,496,507	7/19/88
FIBERSOL	1,281,261	6/12/84
GAINERS FUEL	1,508,880	10/18/88
GLUTAMINE FUEL	1,954,899	2/6/96
GUARAIID	1,461,650	10/20/87
HAIR FACTORS	1,306,747	11/27/84
HERBA FUEL	1,487,374	5/10/88
HUMAN MACHINE OIL	1,597,121	5/22/90
HYDRA FUEL	1,655,100	8/27/91
HYPO E-CAPS	1,327,943	4/2/85
IMMUNE PROTECTORS	1,428,090	2/10/87
LIGHTS OUT	1,347,148	7/9/85
LIQUI-E	1,417,161	11/18/86
LIQUI-K	1,295,575	9/18/84
LPP	1,121,723	7/10/79
L P P (STYLIZED)	915,606	6/29/71
MASS FUEL	1,692,371	6/9/92
MAXILIFE (STYLIZED)	1,321,725	2/26/85
MAXILIFE	1,301,149	10/23/84
CHER-AMINO	1,119,092	5/29/79
CHOLINE COCKTAIL	1,912,216	8/15/95
CHROMIC FUEL	1,583,283	2/20/90

TRADEMARK	APP/REG. NO.	APP/REG. DATE
CREATINE FUEL	1,864,175	11/22/94
CREATINE FUEL COCKTAIL	2,145,871	3/24/98
DMAE-H3	1,279,590	5/29/84
ENDURANCE	1,148,634	3/24/81
CELLMINS	1,773,390	5/25/93
DIET FUEL	1,544,159	6/20/89
DIET FUEL	1,782,373	9/20/93
SPORT FUEL	1,851,871	8/30/94
STRESSMATES	1,471,933	1/12/88
SUPERTWIN	1,480,417	3/15/88
SUPER VANADYL FUEL	1,954,900	2/6/96
THE LEADER IN SPORTS NUTRITION	1,692,361	6/9/92
TWINFAST	1,603,361	6/26/90
TWINLAB	1,298,349	10/2/84
TWINLAB	1,577,237	1/16/90
ULTRA FUEL	1,540,057	5/23/89
VEGE FUEL	1,781,039	7/13/93
VITA FUEL	1,501,862	8/30/88
VITA QUICK & DESIGN	1,192,419	3/23/82
YEAST FIGHTERS	1,369,779	11/12/85
MEGA HMB FUEL	2,188,532	9/8/98
HMB FUEL	2,185,075	8/25/98
ASIAN HERB-O-PAUSE	2,250,182	6/1/99
GIBRALTAR CARDIO BLEND	2,202,573	11/10/98
FEED THE MACHINE	2,393,807	10/10/00
FEELIN' FIT FITNESS PAKS	1,714,945	9/15/92
METABOLIFT	1,782,018	7/13/93
MEMORY FUEL	1,827,161	3/22/94
MOISTIQUE	1,325,343	3/19/85
NEUROVITES	1,347,147	7/9/85
NUTRABOLICS	1,511,454	11/8/88
NUVEG	1,806,666	11/23/93
OCUGUARD	1,784,724	7/27/93
GENTLE C-250	1,777,621	6/22/93
OPTI FUEL (STYLIZED)	1,584,280	2/27/90
OPTI-CAL	1,763,989	4/13/93
OXYGUARD	1,402,801	7/29/86
OXY-QUENCHERS	1,247,535	8/9/83
PHOS FUEL	1,698,746	7/7/92
POWER FUEL	1,709,127	8/18/92
RADICAL FIGHTERS	1,209,619	12/18/84
NAC FUEL	2,141,107	3/3/98
TRUHERBS	2,206,215	11/24/98

TRADEMARK	APP/REG. NO.	APP/REG. DATE
ALC FUEL	2,350,510	5/16/00
GROWTH FUEL	2,183,051	8/18/98
MEGA GLUTAMINE FUEL	2,186,898	9/1/98
HEALTHLAB	2,220,273	1/26/99
GLUCOSAMINE FUEL	2,144,791	3/17/98
PYRUVATE FUEL	2,142,919	3/10/98
TRIBULUS FUEL STACK	2,144,793	3/17/98
TRIBULUS FUEL	2,144,792	3/17/98
TRI-BORON	1,500,151	8/16/88
XTRA FUEL	2,217,212	1/12/99
The Herbal Village	2400369	10/31/00
Catechin 90-Power	2341186	04/11/00
Aqua Slim	2367558	07/18/00
PMS Power	2367558	09/28/99
Bitter Melon Power	2276023	09/07/99
Mediterranean Phytonutrient Power	2344587	04/25/00
Maitake Power	2249770	06/01/99
Modified Citrus Pectin Power	2288620	10/26/99
Super Phenolic Fruit Power	2288619	10/26/99
Black Cohosh-Power	2303387	12/28/99
Olive Leaf-Power	2256685	6/29/99
Herbal Power	2527788	01/08/02
Nature's Herbs	2284606	10/12/99
Celery Seed-Power	2238233	04/13/99
Horse Chestnut Power	2245469	05/18/99
Flower Power	2406599	11/21/00
DHEA Power	2114188	11/18/97
Stevia-Power	2093223	09/02/97
Super Prostate Power	2144192	03/17/98
Beta Sitosterol-Power	2144191	03/17/98
Yohimbe-Power	2093222	09/02/97
Phosphatidylserine-Power	2091354	08/26/97
Mexican Wild Yam-Power	2144190	03/17/98
Grape Seed-Power	2177821	08/04/98
Nettle Power	2069880	06/10/97
Kava Kava Power	2071861	06/17/97
Curcumin Power	2261309	07/13/99
Carotene Power	2355498	06/06/00
Propolis Power	2385847	09/12/00
Nature's Goodness	2576369	06/04/02
Put Your Faith in Nature and Trust in Nature's Herbs	2449354	05/08/01
Elderberry Power	2037034	02/11/97

TRADEMARK	APP/REG. NO.	APP/REG. DATE
Skin-Power	2022205	12/10/96
Phyto Estrogen Power	2024032	12/17/96
Cat's Claw Power	2293834	11/23/99
Dong-Quai Power	2066480	06/03/97
Power Herbs	2221040	02/02/99
Joint Power	1929844	10/24/95
Echinacea Golden Seal Power	1919220	09/19/95
Garlic Power	1914499	08/29/95
Primrose Power	1931234	10/31/95
Golden Seal Power	1917588	09/12/95
Lysine Power	1914497	08/29/95
Cranberry Power	1936823	11/21/95
What Nature Had in Mind for You	1911051	08/15/95
Shitake-Power	1837333	05/30/00
Pygeum-Power	1837697	05/30/00
Women's Care	1841637	06/28/94
Reishi Power	1833634	05/03/94
DGL Power	1833633	05/03/94
Saw Palmetto-Power	1833632	05/03/94
Hawthorn-Power	1833631	05/26/00
Black Currant-Power	1833630	05/03/94
Artichoke Power	1833629	05/03/94
Phytopower	1840272	06/21/94
Anti-Catabolic Fuel	1920669	09/19/95
Power Extract	1818718	02/01/94
Fever Few Power	1783832	07/27/93
Herbal Male Vite	1794479	09/21/93
Herba Choline	1818699	02/01/94
Herbal Detox	1808760	12/07/93
Daily Fatigue	1799043	10/19/93
Gymnesyl	1771072	05/18/93
Phyllanthol	1831022	04/19/94
Borage Power	1762400	04/06/93
Green Tea Power	1740831	12/22/92
Herba-Vites	1826809	03/15/94
Veno Care	1740817	12/22/92
Inflam-aid	1740816	12/22/92
Superior Chinese Resist	1740814	12/22/92
Nature's Herbs The Perfect Balance of Tradition and Science	1892540	05/02/95
Nature's Herbs the Herbal Experts in Sports Nutrition	1853997	09/13/94
Astrex F-3	1746742	01/19/93



TRADEMARK	APP/REG. NO.	APP/REG. DATE
Advanced Women's Care	1788745	08/17/93
Pollen Hearts	1770898	05/11/93
Milk-Thistle Power	1635260	02/19/91
Leading The Way To Better Health	1635258	02/19/91
Willowprin	1636639	03/05/91
The Power to Feel Your Best	1635257	02/19/91
Bilberry-Power	1632126	02/22/91
Echinacea-Power	1643312	05/07/91
Ginkgo Power	1632125	01/22/91
Migracin	1638118	03/19/91
Ginger Power	1635934	02/26/91
Skinny Formula	1635933	02/26/91
Femcleanse	1635931	02/26/91
Silica-Power	1635930	02/26/91
More of Nature's Goodness	1636638	03/05/91
Valerian Power	1635929	02/26/91
Desert Herb Combination	1632124	02/22/91
Citrus Power	1632890	02/29/91
St. John's Power	1652870	08/06/91
Certified Potency logo	1651283	07/23/91
Soy Power	76/120966	9/1/00
The Herbal Millennium	75/141430	05/13/03
Nutussin	1483019	04/05/88
Allerin	1471921	01/12/88
Caprinol	1461620	10/20/87
Coldrin	1457970	09/22/87
Safe-Cap	1435268	04/07/87
Heart-Life	1536033	04/25/89
PMS. O.S.	1433521	03/24/87
PMS-Syn	1466895	12/01/87
Aqua Trim	1551571	08/15/89
Quietime	1432678	03/17/87
Stresstop	1441740	06/09/87
Cardio-Care	1432677	03/17/87
Digestab	1441739	06/09/87
Imune-Gard	1408176	09/09/86
Natur-Pharma	1555434	09/12/89
Congest-Ease	1400070	07/08/86
Stress-Release	1364129	10/08/85
Ever-Slender	1374544	12/10/85
Gentle-Cleanse	1364128	10/08/85
Potency Power	1364127	10/08/85
Passion-Power	1364126	10/08/85

TRADEMARK	APP/REG. NO.	APP/REG. DATE
Good-Nite	1364125	10/08/85
Nature's Power	1364124	10/08/85
Power	1400866	07/15/86
Healthcare Naturals	1378779	01/21/86
Cold-Control	1402630	07/22/86
Allerelief	1331599	04/23/85
Power-Herb	1351273	07/30/85
Senna-Lax	1460560	10/13/87
Herbtrim	1305702	11/20/84
Vege Lax	1315339	01/22/85
Travel-ease	1306793	11/27/84
Zest-Aid	1347126	07/09/85
Herbal Calm	1317572	02/05/85
Menstrual Ease	1345516	07/02/85
Diurtab	1304664	11/13/84
Arth Plus	1382959	02/18/86
Bronc Ease	1304663	11/13/84
Femchange	1304662	11/13/84
Winterspice	1234246	04/12/83
The Herb Master's Original Formulas	1234245	04/12/83
Nature's Author	1234244	04/12/83
Willowtab	1235143	04/19/83
Andro Fuel	2293618	11/16/99
Beyond Cholesterol	2443239	4/10/01
Birch Bark-Power	2377505	8/15/00
Blackberry Moon	2286698	10/12/99
Cardio Results	2437591	3/20/01
Carp-L Care	2718053	5/20/03
Cholesterol-Power	2298211	12/7/99
Cholesterol Success	2652592	11/19/02
CLA Fuel	2476268	8/7/01
Creatine Fizz Fuel	2448371	5/1/01
Energy Fuel	2595723	7/16/02
FastBurn	2373811	8/1/00
FlexiLicious	2633220	10/8/02
Fuel Plex	2729521	6/24/03
Herbal Orchard	2308003	1/11/00
Joint Food	2594565	7/16/02
Lazy Lemontime	2375521	8/8/00
Lycosoy	2443427	4/10/01
Mega Soy	2293620	11/16/99
Nettle Root Power	251308	11/27/01
Oregano-Power	2493123	9/25/01

TRADEMARK	APP/REG. NO.	APP/REG. DATE
Peach Blush	2286700	10/12/99
Peppermint Breeze	2286699	10/12/99
Pro-Complex Formula	2381842	8/29/00
Raspberry Melody	2286701	10/12/99
Red Clover Power	2500727	10/23/01
Seastatin	2443374	4/10/01
Sharp Thinking	2317252	2/8/00
Strawberry Journey	2333398	3/21/00
Strength Fuel	2513423	11/27/01
Thermo 1	2507635	11/13/01
Today's Woman	2441580	4/3/01
Tomato-Power	2520644	12/18/01
Triple Whey Fuel	2293619	11/16/99
Twinlab Skin Fitness	2443320	4/10/01
Ultra3 Growth Fuel	2744188	7/29/03
Vita-Lok	2443031	4/10/01
AM Protein Fuel	76/525807	5/4/03
Amino Complex	76/505739	4/11/03
Blood Pressure Control	76/532419	7/25/03
Cran Tract	76/519434	5/27/03
Diabalance	76/432885	7/22/02 [Abandoned - no statement of use filed]
Ecdyburn	76/442812	8/21/02
Ecdycut	76/442811	8/21/02
MRP Nitrate 3 Fuel	76/505737	4/11/03
Carb Defense	76/373670	2/25/02 [Abandoned - no statement of use filed]
Thermo Sport	76/261238	5/24/01
Spiru-Licious	76/519435	5/27/03
The Science Behind the Size	76/382263	3/15/02 [Abandoned - no statement of use filed]
TwinSorb	76/526266	6/27/03
Vital Memory	76/525806	5/14/03
Xtreme Power Fuel	76/505738	4/11/03

STATE REGISTRATIONS

STATE	MARK	REGISTRATION DATE	REGISTRATION NUMBER
Puerto Rico	Alvita	1/31/98	39032
Puerto Rico	Alvita	1/31/98	39031
Puerto Rico	Nature's Herbs	1/31/98	39935
Puerto Rico	Twinlab	8/9/93	32128

Trademark Report by Mark  
Applicant: ISI Brands

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLA
<b>AT THE HEART OF A HEALTHY LIFE</b>							
UNITED STATES	T0117US0-008479	6/24/2003	78/266,208			PENDING	C
<b>BEAUTRIENTS</b>							
UNITED STATES	T0102US0-08479	5/20/2003	78/252,154			PENDING	
<b>BREAK FRESH</b>							
UNITED STATES	T0085US0-08479	1/15/2003	78/203,603			PENDING	
<b>BREAKFRESH</b>							
UNITED STATES	T0084US0-08479	1/15/2003	78/203,588			PENDING	
<b>CAYUR</b>							
UNITED STATES	T0008US0-08479	1/28/2002	76/364,516			ALLOWED	C
<b>CHEF D'ERMO</b>							
UNITED STATES	T0033US0-08479	1/28/2002	76/363,776			ALLOWED	1 2
<b>CHOLESTEAROL</b>							
UNITED STATES	T0124US0-08479	10/7/2003	78/310,127			PENDING	
<b>CHOLESTEAROL CONTROL</b>							
UNITED STATES	T0129US0-008479	11/20/2003	78/330,528			PENDING	
<b>COMPLETE CYCLES</b>							
UNITED STATES	T0027US0-08479	1/28/2002	76/364,045			ALLOWED	C
<b>COMPLETE MORNINGS</b>							
UNITED STATES	T0086US0-08479	1/15/2003	78/203,612			PENDING	

<b>EAT WHAT YOU WANT . . . TO BE!</b>					
UNITED STATES	T0083US0-08479	1/15/2003	78/203,579	PENDING	005,C
<b>ECO LOGICAL</b>					
UNITED STATES	T0126US0-008479	10/21/2003	78/316,383	PENDING	
<b>ECOLOGICAL</b>					
UNITED STATES	T0125US0-008479	10/21/2003	78/316,362	PENDING	
<b>FARMACIST</b>					
UNITED STATES	T0091US0-08479	2/18/2003	78/215,947	PENDING	C
<b>FARMACOLOGY</b>					
UNITED STATES	T0090US0-08479	2/18/2003	78/215,935	PENDING	C
<b>FAT TARGET (abandoned)</b>					
UNITED STATES	T0076US0-08479	12/3/2002	78/190,647	PENDING	
<b>GOODNESS GROWN TO A HIGHER STANDARD</b>					
UNITED STATES	T0071US0-08479	11/7/2002	78/182,838	PENDING	
<b>HERBAL INFLARELIEF</b>					
UNITED STATES	T0043US0-08479	2/20/2002	76/372,977	ALLOWED	
<b>INCA</b>					
UNITED STATES	T0010US0-08479	2/12/2002	76/369,885	ALLOWED	
<b>LEAN EXPRESS (to be abandoned)</b>					
UNITED STATES	T0023US0-08479	2/12/2002	76/369,755	PENDING	029,C
<b>ORGANIC ISLAND</b>					
UNITED STATES	T0029US0-08479	2/12/2002	76/369,757	PENDING	005,C
<b>ORGANIC SELECTIONS</b>					
UNITED STATES	T0042US0-08479	1/28/2002	76/364,046	ALLOWED	005,C
<b>ORGANIKID</b>					
UNITED STATES	T0103US0-008479	6/18/2003	78/263,757	PENDING	C
<b>ORGANIKIDS</b>					
UNITED STATES	T0104US0-008479	6/18/2003	78/263,767	PENDING	C
<b>ORGANIMOM</b>					
UNITED STATES	T0105US0-008479	6/18/2003	78/262,771	PENDING	C
<b>ORGANIMOMS</b>					
UNITED STATES	T0106US0-008479	6/18/2003	78/263,783	PENDING	C
<b>RIGHTWAY</b>					
UNITED STATES	T0101US0-08479	4/28/2003	78/242,806	PENDING	005,C

**SIBERIAN ENERGY COMPLEX**

UNITED STATES T0127US0-008479 10/21/2003 78/316,347 PENDING

**SMOG DEFENSE**

UNITED STATES T0087US0-08479 1/15/2003 78/203,620 PENDING

**SWEET TARGET**

UNITED STATES T0079US0-08479 12/3/2002 78/190,655 PENDING

**WEIGHT DEFENSE**

UNITED STATES T0075US0-008479 10/29/2002 78/179,400 PENDING

**WILD OATS ORGANIC ISLAND**

UNITED STATES T0089US0-08479 3/31/2003 78/231,921 PENDING 005,C

**YOURS**

UNITED STATES T0056US0-08479 5/29/2002 76/413,401 ALLOWED

**ZONNIG**

UNITED STATES T0007US0-08479 1/28/2002 76/363,794 ALLOWED