

07-26-2004

7/26/04

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102798837

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 Corporation-State Colorado 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: Trademark Security Agreement dated 7/16/04

2. Name and address of receiving party(ies)

Name: Ableco Finance LLC

Internal Address:

Street Address: 299 Park Avenue, 24th Floor

City: New York State: NY Zip: 10171

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware LLC

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 registration number(s):

A. Trademark Application No.(s) SEE ATTACHED

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Marianne F. Taras

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved:

91

7. Total fee (37 CFR 3.41): \$ 2,290.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Marianne F. Taras Name of Person Signing

Marianne F. Taras Signature

7/22/04 Date

Total number of pages including cover sheet, attachments, and document: 41

07/26/2004 6TOM11 00000042 2443296

01 FC:8521 02 FC:8522

40.00 2250.00

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

**CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM****Registered Trademarks**

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	ADVANT EDGE	2,443,296	04/10/01
US	ADVANTEDGE	2,446,934	04/24/01
US	ADVANT EDGE	2,853,852	6/15/04
US	ADVANT EDGE	2,853,849	6/15/04
US	AEROMAX	2,534,991	01/29/02
US	ANDRO-6	2,213,498	12/22/98
US	BETA BLAST	2,589,914	07/02/02
US	BETACUT	2,673,233	01/07/03
US	BETAGEN	2,522,095	12/25/01

**CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM**

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US	BETATRIM	2,583,606	06/18/02
US	BODY FOR LIFE	2,489,375	09/11/01
US	BODY FOR LIFE	2,612,011	08/27/02
US	BODY FOR LIFE	2,845,104	5/25/04
US	BUILDING BETTER BODIES THROUGH SCIENCE	2,114,835	11/18/97
US	CARB SENSE	2,657,217	12/03/02
US	CELL VOLUMIZING	2,166,663	06/16/98
US	CYTOVOL	2,077,621	07/08/97
US	EAS (block letter form)	2,802,558	01/06/04

**CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM**

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US	EAS and Design	2,560,330	04/09/02
US	EAS and Design (New)	2,817,504	02/24/04
US	EAS and Design (New)	2,853,850	6/15/04
US	ECDY MAX	2,803,156	01/06/04
US	ENERGY FOR WOMEN	2,580,276	06/11/02
US	EXPERIMENTAL AND APPLIED SCIENCES	1,950,252	01/23/96
US	GKG	1,928,663	10/17/95
US	GLUTAMINE PRESERVATION SYSTEM	1,943,577	12/26/95

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US	LEAN DYNAMX	2,801,523	12/30/03
US	METHOXY FACTOR	2,664,202	12/17/02
US	MILE HIGH PUBLISHING	1,938,163	11/28/95
US	MUSCLE DRIVE	2,660,484	12/10/02
US	MYO-LEAN	2,416,018	12/26/00
US	MYOPLEX	2,515,633	12/04/01
US	MYOPLEX	2,679,254	01/28/03
US	MYOPRO	2,010,256	10/22/96
US	NEO ELITE NUTRITION	2,241,223	04/20/99

**CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM**

US	NEO ELITE NUTRITION and Design	2,216,137	01/05/99
US	NEUROGAIN	2,219,712	01/19/99
US	NITROGENIN	1,986,931	07/16/96
US	PHOSPHAGAIN	1,986,235	07/09/96
US	PHOSPHAGAIN 2	2,125,669	12/30/97
US	PHOSPHAGEMS	2,145,409	3/17/98
US	PHYSIQUE TRANSFORMATION CHALLENGE	2,300,720	12/14/99
US	PIRANHA	2,563,719	04/23/02
US	PIRANHA	2,792,727	12/09/03

**CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM**

US	PRECISION RELEASE MATRIX	2,610,865	08/20/02
US	PRESTIGE SPORTS SUPPLEMENTS	2,231,237	03/09/99
US	PTC	2,258,108	06/29/99
US	RESULTS FOR WOMEN	2,599,423	07/23/02
US	RIBOFORCE	2,477,654	08/14/01
US	SMART NUTRITION FOR ACTIVE PEOPLE	2,513,454	11/27/01
US	SPORTS SUPPLEMENT REVIEW	2,208,418	12/08/98
US	SYNTHEVOL	2,534,912	01/29/02
US	THERMO DYNAMX	2,799,449	12/23/03

**CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM****Pending Trademark Applications**

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	ADVANTEDGE THE COMPLETE NUTRITION SOLUTION	75/670,140	03/29/99
US	ADVANT EDGE SUGAR FREE PERFECTION (and design)	78/425,555	05/26/04
US	AWAKE YOUR NUTRITION	78/351,351	01/13/04
US	BFL	76/198,978	01/25/01
US	BODY FOR LIFE	75/679,856	04/08/99
US	BODY FOR LIFE	76/198,977	01/25/01
US	BODY FOR LIFE	78/403,925	04/19/04
US	BODY FOR LIFE THE COMPLETE NUTRITION SOLUTION	75/679,815	04/08/99



**CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM**

US	BODY SHAPE	78/316,026	10/20/03
US	CARB CONTROL	78/356,720	01/23/04
US	CARB CONTROL	78/356,727	01/23/04
US	CARB DYNAMX	78/276,178	07/18/03
US	EAS and Design	78/129,552	05/17/02
US	EAS and Design (New)	78/271,230	07/07/03
US	EAS and Design (New)	78/387,827	03/19/04
US	ELITE ATHLETE SERIES	78/316,028	10/20/03
US	ENERGY WITH A BITE	78/240,033	04/21/03
US	FEED YOUR POTENTIAL	78/316,032	10/20/03

**CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM**

US	INSPIRED NUTRITION	78/195504	12/17/02
US	ISOTHERMX3	78/169,806	10/01/02
US	KICK START	78/316,036	10/20/03
US	LEAN SENSE	78/160,683	09/04/02
US	MASS FACTOR	78/191,862	12/06/02
US	METABOTONE	76/233,362	04/02/01
US	PEAK POWER	76/313,284	09/18/01
US	PERFECTION	78/256,359	05/30/03
US	PHOSPHAGEN ELITE	78/395,836	04/02/04
US	PIRANHA	76/241,235	04/17/01

**CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM**

US	PIRANHA	75/982,382	04/17/01
US	RENEWAL FACTOR	76/313,416	09/18/01
US	SO NUTTY	78/316,856	10/22/03
US	STORM	78/281,119	07/30/03
US	STRENGTH SCIENCE NUTRITION seal	78/326,703	11/12/03
US	TRI-PRO	76/023,986	04/13/00
US	VOLUPRO	76/124,633	09/11/00

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 16, 2004, is made between NATURAL SUPPLEMENT ASSOCIATION, INCORPORATED, a Colorado corporation doing business as Experimental and Applied Sciences, Inc. (the "Grantor"), and ABLECO FINANCE LLC, as Collateral Agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties;

### WITNESSETH:

WHEREAS, pursuant to a Financing Agreement, dated as of July 16, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Financing Agreement"), among the Grantor, the Lenders, The Governor and Company of the Bank of Ireland, as syndication agent for the Lenders, the Administrative Agent and the Collateral Agent, the Lenders have extended Commitments to make Credit Extensions to the Grantor; and

WHEREAS, in connection with the Financing Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of July 16, 2004 (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 Financing 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 Collateral 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 the Lenders to make Credit Extensions (including the initial Credit Extension) to the Grantor pursuant to the Financing Agreement, 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 Collateral Agent, and grant to the Collateral 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 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 Collateral 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 Collateral 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 Collateral 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 Financing Agreement or (ii) the Termination Date, the Collateral 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 Collateral 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 Financing Agreement and shall (unless otherwise expressly indicated herein) be

construed, administered and applied in accordance with the terms and provisions of the Financing Agreement.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 16, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Borrower, The Bank of Nova Scotia, the Collateral Agent and certain other persons party or that may become a party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 8. 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: *Edward Bellamy*  
Name: *Edward Bellamy*  
Title: *SVP-General Counsel*

ABLECO FINANCE LLC,  
as Collateral Agent

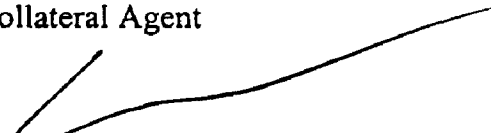
By: \_\_\_\_\_  
Name:  
Title:

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:

ABLECO FINANCE LLC,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Kevin Gonda  
Title: Senior Vice President



SCHEDULE I  
to Borrower Trademark Security Agreement

**Item A. Trademarks**

**Registered Trademarks**

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	ADVANT EDGE	2,443,296	04/10/01
US	ADVANTEDGE	2,446,934	04/24/01
US	ADVANT EDGE	2,853,852	6/15/04
US	ADVANT EDGE	2,853,849	6/15/04
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US	BETAGEN	2,522,095	12/25/01

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US	NEUROGAIN	2,219,712	01/19/99
US	NITROGENIN	1,986,931	07/16/96
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US	PHYSIQUE TRANSFORMATION CHALLENGE	2,300,720	12/14/99
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US	SYNTHEVOL	2,534,912	01/29/02
US	THERMO DYNAMX	2,799,449	12/23/03

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Argentina	EAS Logo	1,877,378	06/24/02
Australia	ADVANTEDGE	873,249	04/20/01
Australia	BETALEAN	850,491	09/15/00
Australia	BODY FOR LIFE	799,080	07/01/99
Australia	EAS	729,397	03/06/97
Australia	EAS and Design	667,735	07/27/95
Australia	ISOTHERMX3	933,764	11/12/02
Australia	MYOPLEX	873,274	04/20/01
Australia	RIBOFORCE	850,490	09/15/00
Austria	EAS	741,499	03/07/00

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Austria	MYOPLEX	53,472,000	11/30/00
Austria	PIRANHA	201,470	01/25/02
Benelux	EAS	614,258	05/30/97
Benelux	MEGAFORM	712,870	02/05/02
Benelux	MEGAFORM Design mark	712,871	02/05/12
Benelux	PHENFREE	710,519	01/15/02
Brazil	EAS	821,107,399	10/23/01
Canada	BETALEAN	570,505	11/08/02
Canada	BODY FOR LIFE	580,997	05/08/03
Canada	BODY OF WORK CHALLENGE	544,755	05/09/01



<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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	ENERGY FOR WOMEN	590,710	09/24/03
Canada	ENERGY IT'S EVERYTHING	592,417	10/16/03
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

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Canada	PHOSPHAGEN	491,469	03/17/98
Canada	PHYSIQUE TRANSFORMATION CHALLENGE	544,017	04/23/01
Canada	PRECISION PROTEIN	526,417	04/05/00
Canada	SYNTHEVOL	576,064	02/20/03
Denmark	EAS LOGO	VR 1999 02768	08/02/99
Europe (CTM)	ADVANTEDGE	1893411	11/27/02
Europe (CTM)	BETAGEN	001893577	10/10/00
Europe (CTM)	BODY FOR LIFE	1,856,194	09/15/00
Europe (CTM)	CYTOVOL	1,856,103	09/15/00

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Europe (CTM)	EverLean	2424604	10/25/01
Europe (CTM)	MUSCLE MEDIA	002198422	04/30/01
Europe (CTM)	MYOPLEX	1888270	04/03/03
Europe (CTM)	PHOSPHAGEN	1,891,027	12/14/01
Europe (CTM)	PRECISION PROTEIN	1,856,442	09/15/00
Europe (CTM)	RESULTS FOR WOMEN	2271260	08/01/02
Europe (CTM)	RIBOFORCE	1853605	04/28/03
Europe (CTM)	SYNTHEVOL	001893569	10/10/00

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Finland	EAS and Design	208,573	12/15/97
Finland	MYOPLEX	209,009	01/30/98
France	EAS	98,747,725	08/25/98
France	EAS LOGO	98,747,985	08/27/98
Germany	EAS LOGO	39,849,193	08/28/98
Germany	LEAN SOLUTION	39,831,896	03/25/99
Germany	MEGAFORM	39831895	06/18/02
Germany	MEGAFORM LOGO	1187562	4/28/1993
Germany	MEGAFORM XTENSION	39,832,741	02/18/99
Germany	MYOPLEX	30,077,473	01/24/01

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Germany	MYOPRO	30,077,474	01/18/01
Germany	NMP	39,852,327	02/11/99
Germany	PHOSPHAGAIN	39,612,186	10/24/96
Germany	PHOSPHAGEN HP HIGH PERFORMANCE CREATINE TRANSPORT SYSTEM	39,809,762	09/04/98
Germany	PIRANHA	30,137,723	06/24/02
Greece	EAS	133,733	07/02/97
Guatemala	EAS	1997-08936	01/10/02
Guatemala	EAS & Design	1997-04267	06/03/98
Hong Kong	EAS	03,456	05/27/97

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
International	MYOPLEX	752,040	01/18/01
Italy	EAS	801,843	01/24/00
Japan	MYOPLEX	4733586	12/12/03
Mexico	ADVANTEDGE	750174	03/31/02
Mexico	ADVANTEDGE	750173	03/31/02
Mexico	ADVANTEDGE	750175	03/31/02
Mexico	EAS and Design	554,243	07/30/97
Mexico	EXPERIMENTAL AND APPLIED SCIENCES	588,646	09/30/98
Mexico	GKG	588,643	09/30/98
Mexico	MYOPLEX	597,731	08/22/99

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mexico	PHOSPHAGAIN	588,645	09/30/01
Mexico	PHOSPHAGAIN II	588,644	09/30/01
Mexico	PHOSPHAGEN	597,310	01/13/99
Mexico	PHOSPHAGEN HP	588,641	09/30/98
Mexico	V2G	588,642	09/30/98
New Zealand	ADVANTEDGE	636,513	04/23/01
New Zealand	BODY FOR LIFE	609,686	03/03/00
New Zealand	EAS & Design	609,687	03/03/00
New Zealand	EXPERIMENTAL AND APPLIED SCIENCES	251,553	07/21/95
New Zealand	ISOTHERMX3	668,221	10/01/02

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
New Zealand	MYOPLEX	636,512	04/23/01
New Zealand	PIRANHA	646,136	04/17/01
New Zealand	PIRANHA	646,137	04/17/01
New Zealand	PIRANHA	646,138	04/17/01
Norway	MUSCLE MEDIA	218,985	05/22/03
Saudi Arabia	EAS	505/13	11/23/98
Saudi Arabia	EAS LOGO	505/12	11/23/98
Singapore	EAS	T98/087611	09/01/98
Singapore	EAS LOGO	T98/08760J	09/01/98
South Africa	BODY FOR LIFE	1999/11274	02/07/03



<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
South Africa	EAS EXPERIMENTAL AND APPLIED SCIENCES LOGO	1997/09728	06/30/97
South Africa	MYOPLEX	1999/11272	02/07/03
South Africa	PHOSPHAGEN HP	1999/11273	06/25/99
Spain	EAS	2,177,295	07/28/98
Spain	EAS LOGO	2,177,293	07/28/98
Sweden	EAS	330,048	01/29/99
United Arab Emirates	EAS	21,913	12/01/98
United Arab Emirates	EAS LOGO	21,886	11/29/98
United Kingdom	BODY FOR LIFE	2,201,841	07/01/99

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United Kingdom	BODY FOR LIFE	2,221,319	02/04/00
United Kingdom	BODY OF WORK CHALLENGE	2,192,297	03/19/99
United Kingdom	CYTOVOL	2,122,303	01/31/97
United Kingdom	EAS and Design	2,027,849	07/22/95 <sup>1</sup>
United Kingdom	GKG	2,027,877	07/22/95 <sup>2</sup>
United Kingdom	IPF	2,122,304	01/31/97
United Kingdom	NEO ELITE NUTRITION	2,155,320	06/18/99

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<sup>1</sup> Registered to Experimental & Applied Sciences, Inc.

<sup>2</sup> Registered to Experimental & Applied Sciences, Inc.

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United Kingdom	NEUROGAIN	2,155,319	01/08/98
United Kingdom	PHOSPHAGAIN II	2,027,882	07/05/96
United Kingdom	PHOSPHAGEMS	2,122,305	01/31/97
United Kingdom	PRECISION PROTEIN	2,157,793	02/10/98
United Kingdom	PHYSIQUE TRANSFORMATION CHALLENGE	2,169,429	06/15/98

**Pending Trademark Applications**

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	ADVANTEDGE THE COMPLETE NUTRITION SOLUTION	75/670,140	03/29/99
US	ADVANT EDGE SUGAR FREE PERFECTION (and design)	78/425,555	05/26/04

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	AWAKE YOUR NUTRITION	78/351,351	01/13/04
US	BFL	76/198,978	01/25/01
US	BODY FOR LIFE	75/679,856	04/08/99
US	BODY FOR LIFE	76/198,977	01/25/01
US	BODY FOR LIFE	78/403,925	04/19/04
US	BODY FOR LIFE THE COMPLETE NUTRITION SOLUTION	75/679,815	04/08/99
US	BODY SHAPE	78/316,026	10/20/03
US	CARB CONTROL	78/356,720	01/23/04
US	CARB CONTROL	78/356,727	01/23/04
US	CARB DYNAMX	78/276,178	07/18/03
US	EAS and Design	78/129,552	05/17/02

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	EAS and Design (New)	78/271,230	07/07/03
US	EAS and Design (New)	78/387,827	03/19/04
US	ELITE ATHLETE SERIES	78/316,028	10/20/03
US	ENERGY WITH A BITE	78/240,033	04/21/03
US	FEED YOUR POTENTIAL	78/316,032	10/20/03
US	INSPIRED NUTRITION	78/195504	12/17/02
US	ISOTHERMX3	78/169,806	10/01/02
US	KICK START	78/316,036	10/20/03
US	LEAN SENSE	78/160,683	09/04/02
US	MASS FACTOR	78/191,862	12/06/02
US	METABOTONE	76/233,362	04/02/01

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	PEAK POWER	76/313,284	09/18/01
US	PERFECTION	78/256,359	05/30/03
US	PHOSPHAGEN ELITE	78/395,836	04/02/04
US	PIRANHA	76/241,235	04/17/01
US	PIRANHA	75/982,382	04/17/01
US	RENEWAL FACTOR	76/313,416	09/18/01
US	SO NUTTY	78/316,856	10/22/03
US	STORM	78/281,119	07/30/03
US	STRENGTH SCIENCE NUTRITION seal	78/326,703	11/12/03
US	TRI-PRO	76/023,986	04/13/00

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	VOLUPRO	76/124,633	09/11/00
Australia	BODY FOR LIFE	885,796	08/14/01
Brazil	ADVANTEDGE	824,042,760	06/25/01
Brazil	EAS LOGO	821,107,380	09/29/98
Brazil	MYOPLEX	824,042,751	06/25/01
Canada	ADVANTEDGE	1,075,235	09/15/00
Canada	PHENFREE	1,034,369	10/09/99
Canada	RIBOFORCE	1,075,237	09/15/00
Europe (CTM)	BETALEAN	1,888,239	10/05/00
Europe (CTM)	MyoPro	003170115	05/16/03

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Europe (CTM)	PIRANHA	2,443,448	11/08/01
Germany	EAS	39731037.4	06/27/97
Norway	BODY FOR LIFE	200209702	10/15/02
Norway	EAS LOGO	200209703	10/23/03
Philippines	EAS	4-1998-06539	08/26/98
Philippines	EAS LOGO	4-1998-06540	08/26/98
South Africa	ADVANTEDGE	2001/07987	05/14/01
South Africa	EAS	97/05533	04/15/97
Venezuela	EAS	15286-00	08/22/00
Venezuela	EAS LOGO	15287-00	08/22/00



<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Venezuela	MYOPLEX	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.