



SCHEDULE A

<u>Trademark/Service Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
BIOCHEM	2406050	11-21-00
LONG LIFE	2384491	09-12-00
DESERT ESSENCE AND DESIGN	2242476	05-04-99
COUNTRY LIFE	1824833	03-08-94
COUNTRY LIFE AND DESIGN	74-343278	03-08-94
MAXINE	74-033132	11-13-90
LONG LIFE	74-017217	12-04-90
COUNTRY LIFE	73-134997	03-07-78

**AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT  
FOR RECORDATION**

**WHEREAS, CONSAC INDUSTRIES INC.**, a New York corporation (the "Company"), having its principal place of business at 180 Vanderbilt Motor Parkway, Hauppauge, New York 11788, was the owner of all right, title and interest in and to the United States trademark and trademark applications set forth on Schedule A attached hereto (the "Trademarks");

**WHEREAS**, pursuant to the terms and conditions of the Patent and Trademark Security Agreement dated as of December 19, 2002 (as the same may be amended or modified from time to time, the "Patent and Trademark Agreement") made by Company and Tea Tree Solutions, Inc. in favor of **JPMORGAN CHASE BANK**, as Administrative Agent and **JPMORGAN CHASE BANK**, in its individual capacity (now known as JPMorgan Chase Bank, N.A., and collectively, the "Secured Party"), the Company granted a security interest in, and lien on, certain of the Trademarks to secure the Obligations (as defined in the Patent and Trademark Agreement); and

**WHEREAS**, on the date hereof, the Company transferred and assigned all of its interest in the Trademarks to Country Life, LLC; and

**WHEREAS**, Company is willing to continue the effectiveness of the security interest in and lien on those Trademarks (to the extent it previously did so) and to grant a new security interest in and lien on those Trademarks (to the extent it has not yet done so), all in favor of the Secured Party for itself and for the ratable benefit of the Credit Parties (as such term is defined in the Patent and Trademark Agreement).

**NOW, THEREFORE** for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Patent and Trademark Agreement, the Company hereby grants, and confirms and continues the effectiveness of its grant, to the Secured Party for itself and for the ratable benefit of the Credit Parties a security interest in, and a lien upon, the Trademarks, which security interest shall secure all the Obligations and in accordance with the terms and provisions thereof.

The Company expressly acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest granted hereby are more fully set forth in the Patent and Trademark Agreement.

New York, New York  
March 30, 2005

**CONSAC INDUSTRIES INC.**


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

Name: *Ryan Dreyer*

Title: *President*

STATE OF NEW YORK     )  
                                  )SS:  
COUNTY OF NEW YORK    )

On the 30<sup>th</sup> day of March in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared Reynold D. Smith personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

EDWARD F. DULL  
Notary Public, State of New York  
No. 02DU6064374  
Qualified in Nassau County  
Commission Expires Sept. 24, 2005

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