

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barmensen Labs, LLC		12/02/2005	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	Soverigh Bank
Street Address:	101 Wood Avenue South
City:	Iselin
State/Country:	NEW JERSEY
Postal Code:	08837
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78638489	BARMENSEN LABS
Serial Number:	78635876	BL
Serial Number:	78638541	BL
Serial Number:	78634041	CONNECTION
Serial Number:	78638400	DO IT HARDCORE
Serial Number:	78652846	FREERUN
Serial Number:	78638383	HARD FITNESS RESULTS
Serial Number:	78475548	HARD FLEX RATIO
Serial Number:	78475545	HFR
Serial Number:	78581334	MAXODERM
Serial Number:	78633726	MAXODERM (VASOTRAN AUCTION)
Serial Number:	76586733	MAXODERM CONNECTION
Serial Number:	78475543	VAZOMYNE

CH \$390.00 78638489

Serial Number:	78475552	XTREME TRANSPORT SYSTEM
Serial Number:	78475554	XTS

CORRESPONDENCE DATA

Fax Number: (732)549-1881
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 732-549-5600
Email: emelzer@greenbaumlaw.com
Correspondent Name: Eric H. Melzer, Esq.
Address Line 1: 99 Wood Ave. South
Address Line 2: c/o Greenbaum, Rowe, et. al.
Address Line 4: Iselin, NEW JERSEY 08830

NAME OF SUBMITTER:	Eric H. Melzer
Signature:	/Eric H. Melzer/
Date:	08/15/2006

Total Attachments: 17
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RIDER TO SECURITY AGREEMENT - TRADEMARKS

THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of this 2nd day of December 2005, by and between by **BARMENSEN LABS, LLC**, a New York limited liability company have its principal place of business located at Raritan Plaza 1, Raritan Center, 4th Floor, Edison, New Jersey 08837 ("Grantor") and delivered to **SOVEREIGN BANK** having a mailing address of 101 Wood Avenue South, Iselin, New Jersey 08830 ("Lender"). This Rider is incorporated into and made part of that certain Security Agreement ("**Security Agreement**") between the Grantor and the Lender of even dated herewith and also into certain other financing documents and security agreements executed by and between the Grantor and the Lender or by and between Barmensen, Inc. and the Lender (all such documents including this Rider being collectively referred to as "**Loan Documents**"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "**Trademarks**").

The Lender desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Secured Obligations (as defined in the Security Agreement) to the Lender, and the Lender desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Secured Obligations, the Grantor grants a lien and security interest to the Lender in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. The Grantor represents, warrants and covenants that, except for those Trademarks identified in Schedule "A": (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the best of the Grantor's knowledge,

there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks; and (g) the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Lender immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Verification of Quality Control. The Grantor hereby grants to the Lender and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with paragraph 2(f).

4. Covenants. The Grantor further covenants to the Lender that until all of the Secured Obligations have been satisfied in full: (a) the Grantor shall maintain the Trademarks in full force and effect; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Rider or which restrict or impair the Lender's rights hereunder; and (c) if the Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Lender prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as the Grantor has not received notice from the Lender that an Event of Default has occurred under the Loan Documents and that the Lender has elected to exercise its rights to assignment hereunder, the Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Negative Pledge. The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Lender. The Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Lender in and to any of the Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

7. No Additional Trademarks. As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8. Pledge of Additional Trademarks. In the event the Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which the Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Lender thereof, and, upon request of the Lender shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's interest in such Trademark and the goodwill of the Grantor associated thereto or represented thereby. The Grantor hereby grants the Lender a power of attorney, irrevocable until the Secured Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

9. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of

such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Secured Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Lender such documents as the Lender shall reasonably request to permanently assign all rights in the Trademarks to the Lender, which documents shall be held by the Lender, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Lender may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Security Agreement. All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Secured Obligations under the Loan Documents, the Lender shall execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Trademarks in the Grantor and/or terminate any interest of the Lender therein.

13. Prosecution of Trademark Applications. (a) Subject to the terms of the Loan Documents, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Secured Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of the Lender, the Grantor shall make federal application on registrable but unregistered trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantor. The Grantor shall not abandon any Trademark without the written consent of the Lender.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lender may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Lender in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. The Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Lender and each

director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Secured Obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Lender.

15. Lender's Rights. The Lender may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Lender to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Secured Obligations of the Grantor to the Lender, the Trademarks, or the right, title and interest granted the Lender herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Lender to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. Protection of the Trademarks. The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Grantor shall promptly notify the Lender of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Lender, shall join with the Lender, at the Grantor's expense, in such action as the Lender, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

17. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Lender may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Lender's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in protecting, defending and maintaining the Trademarks.

18. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF NEW JERSEY, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.


19. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the

same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

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WITNESS the due execution hereof as a document under seal, as of the date first written above.

Guarantor:
BARMENSEN LABS, LLC

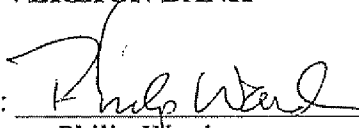
By: 

Frank V. Barone, Jr.
Chief Executive Officer

Address: Raritan Plaza 1
Raritan Center, 4th Floor
Edison, New Jersey 08837

Approved and Accepted:

SOVEREIGN BANK

By: 

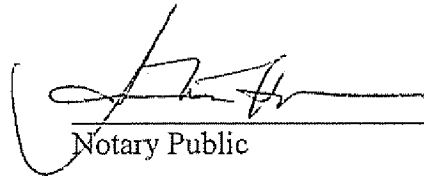
Philip Ward
Senior Vice President

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW JERSEY :SS
COUNTY OF MIDDLESEX :

On this 2nd day of December, 2005, before me personally appeared Frank V. Barone, Jr., to me known and being duly sworn, deposes and says that he is the Chief Executive Officer of Barmensen Labs, LLC, the limited liability company described in the foregoing Agreement; that he knows the seal of the limited liability company; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the limited liability company thereto as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such limited liability company; and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal



Notary Public

My commission expires:

ANN MCHUGH
A Notary Public Of New Jersey
My Commission Expires March 15.2006

SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

<u>TRADEMARK</u>	<u>FILE NO.</u>	<u>APPLICATION OR REGISTRATION NO</u>	<u>STATUS</u>	<u>FILING DATE</u>
BARMENSEN LABS	5370-35	78/638489	Pending	05/26/05
BL (Stylized)	5370-36	78/635876	Pending	05/24/05
BL (Stylized)	5370-45	78/638541	Pending	05/26/05
BL BARMENSEN LABS (and design)	5370-37	78/638985	Pending	05/27/05
COMPOSITIONS FOR ENHANCING SEXUAL RESPONSIVENESS	5370-7	60/445,624	Pending	02/04/03
CONNECTION	5370-40	78/634041	Pending	05/20/05
DO IT HARDCORE	5370-39	78/638400	Pending	05/26/05
FREERUN	5370-46	78/652846	Pending	06/17/05
HARD FITNESS RESULTS	5370-43	78/638383	Pending	05/26/05
HARD FLEX RATIO	5370-22	78/475548	Pending	08/30/04
HFR	5370-19	78/475545	Pending	08/30/04
HFR (and design)	5370-38	78/636731	Pending	05/25/05
MAXODERM	5370-30	78/581334	Pending	03/07/05
MAXODERM (VASOTRAN AUCTUM)	5370-42	78/633726	Pending	05/20/05
MAXODERM (VASOTRAN AUCTUM) TOPICAL LOTION and design)	5370-27	76/479323	Abandoned	12/31/02
MAXODERM CONNECTION	5370-28	76/586733	Pending	04/15/04
VAZOMYNE	5370-20	78/475543	Pending	08/30/04
EXTREME TRANSPORT SYSTEM	5370-21	78/475552	Pending	08/30/04
XTS	5370/23	78/475554	Pending	08/30/04
International (PCT) COMPOSITIONS FOR ENHANCING SEXUAL RESPONSIVENESS	5370-7- PCT	PCT/US2004/003819	Abandoned	08/26/04

TRADEMARK ASSIGNMENT

WHEREAS, Barmensen Labs. LLC, a New York limited liability company (the **"Grantor"**) is the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the **"Trademarks"**), which are registered in the United States Patent and Trademark Office or which are subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, SOVEREIGN BANK having a mailing address of 101 Wood Avenue South, Iselin, New Jersey 08830 identified as the **"Lender"** under that certain Rider to Security Agreement - Trademarks (the **"Rider"**) of even date herewith (the **"Grantee"**) is desirous of acquiring said Trademarks;

WHEREAS, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence of an Event of Default as defined in the Security Agreement of even dated herewith by and between the Grantor and the Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this _____ day of December 2005.

ATTEST:

BARMENSEN LABS, LLC

By: _____

Frank V. Barone, Jr.
Chief Executive Officer

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW JERSEY :SS
COUNTY OF MIDDLESEX :

On this ___ day of December, 2005, before me personally appeared Frank V. Barone, Jr., to me known and being duly sworn, deposes and says that he is the Chief Executive Officer of Barmensen Labs, LLC, the limited liability company described in the foregoing Agreement; that he knows the seal of the limited liability company; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the limited liability company thereto as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such limited liability company; and he desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Notary Public

My commission expires:

<u>TRADEMARK</u>	<u>FILE NO.</u>	<u>APPLICATION OR REGISTRATION NO</u>	<u>STATUS</u>	<u>FILING DATE</u>	<u>GOODS & SERVICES</u>
BARMENSEN LABS	5370-35	78/638489	Pending	05/26/05	Topical preparations and creams for revitalizing the skin areas most involved in sexual arousal and orgasm; topical preparations and creams for enhancing the look and feel of erections; topical preparations and creams for improving look and appearance during exercise, weight lifting and body building; topical skin sprays for cosmetic purposes, in Class 3;
BL (Stylized)	5370-36	78/635876	Pending	05/24/05	Dietary and herbal supplements; energy bars, energy drinks, in Class 5; Condoms, in Class 10.
BL (Stylized)	5370-45	78/638541	Pending	05/26/05	Topical preparations and creams for revitalizing the skin areas most involved in sexual arousal and orgasm; topical preparations and creams for enhancing the look and feel of erections; topical preparations and creams for improving look and appearance during exercise, weight lifting and body building; topical skin sprays for cosmetics purposes, in Class 3;
BL BARMENSEN LABS (and design)	5370-37	78/638985	Pending	05/27/05	Dietary and herbal supplements; energy bars; energy drinks, in Class 5; Condoms, in Class 10.
					Topical preparations and creams for revitalizing the skin areas most involved in sexual arousal and orgasm; topical preparations and creams for enhancing the look and feel of erections; topical preparations and creams for improving look and appearance during exercise, weight lifting and body building; topical skin sprays for cosmetics purposes, in Class 3;

<u>TRADEMARK</u>	<u>FILE NO.</u>	<u>APPLICATION OR REGISTRATION NO</u>	<u>STATUS</u>	<u>FILING DATE</u>	<u>GOODS & SERVICES</u>
					and creams for improving look and appearance during exercise, weight lifting and body building; topical skin sprays for cosmetic purposes, in Class 3;
					Dietary and herbal supplements; energy bars; energy drinks, in Class 5;
					Condoms, in Class 10.
COMPOSITIONS FOR ENHANCING SEXUAL RESPONSIVENESS	5370-7	60/445,624	Pending	02/04/03	
CONNECTION	5370-40	78/634041	Pending	05/20/05	Topical preparations and creams for revitalizing the skin areas most involved in sexual arousal and orgasm, in Class 3.
DO IT HARDCORE	5370-39	78/638400	Pending	05/26/05	Topical preparations and creams for improving look and appearance during exercise, weight lifting and body building, in Class 3;
					Dietary and herbal supplements; energy bars; energy drinks, in Class 5.
FREERUN	5370-46	78/652846	Pending	06/17/05	Dietary supplements, in Class 5;
					Energy drinks, in Class 32.
HARD FITNESS RESULTS	5370-43	78/638383	Pending	05/26/05	Topical preparations and creams for improving look and appearance during exercise, weight lifting and body building, in Class 3;
					Dietary and herbal supplements; energy bars; energy drinks, in Class 5.
HARD FLEX RATIO	5370-22	78/475548	Pending	08/30/04	Non-medicated cosmetic topical preparations, namely, creams and lotions for use in exercise, weight lifting and bodybuilding, in Class 3;

<u>TRADEMARK</u>	<u>FILE NO.</u>	<u>APPLICATION OR REGISTRATION NO</u>	<u>STATUS</u>	<u>FILING DATE</u>	<u>GOODS & SERVICES</u>
HFR	5370-19	78/475545	Pending	08/30/04	Non-medicated cosmetic topical preparations, namely, creams and lotions for use in exercise, weight lifting and bodybuilding, in Class 3.
HFR (and design)	5370-38	78/636731	Pending	05/25/05	Topical preparations and creams for improving look and appearance during exercise, weight lifting and bodybuilding, in Class 3; Dietary and herbal supplements; energy bars, energy drinks, in Class 5.
MAXODERM	5370-30	78/581334	Pending	03/07/05	Topical preparations and creams for enhancing the look and feel of erections; topical skin sprays for cosmetic purposes, in Class 3; Condoms, in Class 10.
MAXODERM (VASOTRAN AUCTION)	5370-42	78/633726	Pending	05/20/05	Topical preparations and creams for enhancing the look and feel of erections, in Class 3; Condoms, in Class 10.
MAXODERM (VASOTRAN AUCTION) TOPICAL LOTION and design)	5370-27	76/479323	Abandoned	12/31/02	Pharmaceuticals, namely, inducer of erection for males, adult sexual aids, namely, increases penis size, but also intensifies orgasms, prolongs erections, and enhances sexual stamina; a unique topical herbal blend to increase blood flow to the penis; herbal male enhancement formula; sexual performance enhancer via skin treatment, in Class 5; Adult sexual aids, namely, increases penis size, but also intensifies orgasms, prolongs erections, and enhances sexual stamina by a unique topical herbal blend to increase blood

<u>TRADEMARK</u>	<u>FILE NO.</u>	<u>APPLICATION OR REGISTRATION NO</u>	<u>STATUS</u>	<u>FILING DATE</u>	<u>GOODS & SERVICES</u>
					flow to the penis; herbal male enhancement formula; sexual performance enhancer via skin treatment; pharmaceuticals, namely inducer of erections for males, in Class 10.
MAXODERM CONNECTION	5370-28	76/586733	Pending	04/15/04	Topical preparations and creams for revitalizing the skin areas most involved in sexual arousal and orgasm, in Class 3.
VAZOMYNE	5370-20	78/475543	Pending	08/30/04	Dietary Supplements, in Class 5.
EXTREME TRANSPORT SYSTEM	5370-21	78/475552	Pending	08/30/04	Topical skin sprays for cosmetic purposes, in Class 3.
XTS	5370/23	78/475554	Pending	08/30/04	Topical skin sprays for cosmetic purposes, in Class 3.
International (PCT) COMPOSITIONS FOR ENHANCING SEXUAL RESPONSIVENESS	5370-7-PCT	PCT/US2004/003819	Abandoned	08/26/04	

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>TRADEMARK</u>	<u>FILE NO.</u>	<u>APPLICATION OR REGISTRATION NO</u>	<u>STATUS</u>	<u>FILING DATE</u>
BARMENSEN LABS	5370-35	78/638489	Pending	05/26/05
BL (Stylized)	5370-36	78/635876	Pending	05/24/05
BL (Stylized)	5370-45	78/638541	Pending	05/26/05
BL BARMENSEN LABS (and design)	5370-37	78/638985	Pending	05/27/05
COMPOSITIONS FOR ENHANCING SEXUAL RESPONSIVENESS	5370-7	60/445,624	Pending	02/04/03
CONNECTION	5370-40	78/634041	Pending	05/20/05
DO IT HARDCORE	5370-39	78/638400	Pending	05/26/05
FREERUN	5370-46	78/652846	Pending	06/17/05
HARD FITNESS RESULTS	5370-43	78/638383	Pending	05/26/05
HARD FLEX RATIO	5370-22	78/475548	Pending	08/30/04
HFR	5370-19	78/475545	Pending	08/30/04
HFR (and design)	5370-38	78/636731	Pending	05/25/05
MAXODERM	5370-30	78/581334	Pending	03/07/05
MAXODERM (VASOTRAN AUCTUM)	5370-42	78/633726	Pending	05/20/05
MAXODERM (VASOTRAN AUCTUM) TOPICAL LOTION and design)	5370-27	76/479323	Abandoned	12/31/02
MAXODERM CONNECTION	5370-28	76/586733	Pending	04/15/04
VAZOMYNE	5370-20	78/475543	Pending	08/30/04
EXTREME TRANSPORT SYSTEM	5370-21	78/475552	Pending	08/30/04
XTS	5370/23	78/475554	Pending	08/30/04
International (PCT) COMPOSITIONS FOR ENHANCING SEXUAL RESPONSIVENESS	5370-7- PCT	PCT/US2004/003819	Abandoned	08/26/04