

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
ISI Brands Inc.		01/07/2008	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza,
Internal Address:	MD 10AT63
City:	Cincinnati
State/Country:	OHIO
Postal Code:	49503
Entity Type:	Banking Corporation: MICHIGAN

PROPERTY NUMBERS Total: 210

Property Type	Number	Word Mark
Registration Number:	3305639	ADVANCED WOMENS CARE
Registration Number:	1382984	ALLERDOPHILUS
Registration Number:	1428089	ALLERGY FIGHTERS
Registration Number:	1380032	ALLERGY-C
Registration Number:	1471921	ALLERIN
Registration Number:	2917610	ALMOST MILK
Registration Number:	1759398	ALVITA
Registration Number:	3098505	AM PROTEIN FUEL
Registration Number:	1437049	AMINO FUEL
Registration Number:	2980351	AMINOCOMPLEX
Registration Number:	1509858	ANABOLIC FUEL
Registration Number:	1502771	ANIMAL FRIENDS
Registration Number:	3198160	ANSWERS. FOR LIFE.

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Serial Number:	77083484	AQUA SLIM
Registration Number:	1551571	AQUA-TRIM
Serial Number:	78494754	AQUANUTRI
Registration Number:	1382959	ARTH PLUS
Registration Number:	1451744	B-BITES
Registration Number:	2443239	BEYOND CHOLESTEROL
Registration Number:	1632126	BILBERRY-POWER
Registration Number:	1167990	BIO-FORMED
Registration Number:	2377505	BIRCH BARK-POWER
Registration Number:	2276023	BITTER MELON-POWER
Registration Number:	2303387	BLACK COHOSH-POWER
Registration Number:	3296598	BLACKBERRY MOON
Registration Number:	2938962	BLOOD PRESSURE CONTROL
Serial Number:	77215344	BONE SUPPORT
Registration Number:	3296599	BORAGE-POWER
Registration Number:	2928045	CALCIUM INITIATIVE
Registration Number:	2936527	CALCIUM IS COOL
Registration Number:	1333948	CAL-QUICK
Registration Number:	1461620	CAPRINOL
Registration Number:	1432677	CARDIO-CARE
Registration Number:	2718053	CARP-L CARE
Registration Number:	2293834	CAT'S CLAW-POWER
Registration Number:	2925672	CAYUR
Registration Number:	2238233	CELERY SEED-POWER
Registration Number:	1651283	CERTIFIED POTENCY
Registration Number:	1119092	CHER-AMINO
Registration Number:	2530422	CHINAC
Registration Number:	2652592	CHOLESTEROL SUCCESS
Registration Number:	1912216	CHOLINE COCKTAIL
Registration Number:	1583283	CHROMIC FUEL
Registration Number:	1632890	CITRUS-POWER
Registration Number:	2476268	CLA FUEL
Registration Number:	1457970	COLDRIN
Registration Number:	2936517	COST BENEFIT NUTRITION
Registration Number:	1936823	CRANBERRY-POWER

Registration Number:	2448371	CREATINE FIZZ FUEL
Registration Number:	1864175	CREATINE FUEL
Registration Number:	3283489	CREATINE NITRATE 3 FUEL
Registration Number:	3045083	DAILY ONE CAPS
Registration Number:	3137889	DAILY TWO CAPS
Registration Number:	3171379	DEFINIA
Registration Number:	1632124	DESERT HERB COMBINATION
Registration Number:	1544159	DIET FUEL
Registration Number:	1441739	DIGESTAB
Serial Number:	77223657	DIURTAB
Registration Number:	3296596	DONG-QUAI POWER
Registration Number:	3325744	DRINK POSITIVE
Registration Number:	1919220	ECHINACEA-GOLDEN SEAL POWER
Registration Number:	1643312	ECHINACEA-POWER
Registration Number:	3322578	ELDERBERRY-POWER
Registration Number:	1148634	ENDURANCE
Serial Number:	77281218	ENDURANCE FUEL
Registration Number:	1541164	ENDURANCE QUICK FIX
Registration Number:	2595723	ENERGY FUEL
Registration Number:	1374544	EVER-SLENDER
Registration Number:	1496507	EYL
Serial Number:	77097686	FASTBURN
Registration Number:	1714945	FEELIN' FIT FITNESS PAKS
Serial Number:	77215354	FEMCHANGE
Registration Number:	1635931	FEMCLEANSE
Registration Number:	1281261	FIBERSOL
Serial Number:	77310631	FIT2O
Serial Number:	77310633	FIT2O
Registration Number:	2633220	FLEXI-LICIOUS
Registration Number:	3164259	FOOD-BASED ULTRA DAILY
Serial Number:	77261382	FRESH ANSWERS
Registration Number:	2729521	FUEL PLEX
Registration Number:	1508880	GAINERS FUEL
Registration Number:	1914499	GARLIC-POWER
Registration Number:	1777621	GENTLE C-250

Registration Number:	1635934	GINGER-POWER
Registration Number:	1632125	GINKGO-POWER
Registration Number:	3296600	GLUCOSAMINE FUEL
Registration Number:	1954899	GLUTAMINE FUEL
Serial Number:	78539412	GLYCEMIC RESPONSE
Registration Number:	1917588	GOLDEN SEAL-POWER
Serial Number:	77215293	GRAPE SEED-POWER
Serial Number:	77215363	GREEN TEA-POWER
Registration Number:	1461650	GUARAID
Serial Number:	77215324	HAIR FACTORS
Serial Number:	77215369	HAWTHORN-POWER
Registration Number:	1536033	HEART-LIFE
Registration Number:	1487374	HERBA FUEL
Registration Number:	1317572	HERBAL CALM
Registration Number:	2825869	HERBAL INFLARELIEF
Registration Number:	2527788	HERBAL POWER
Registration Number:	2139522	HERBAL REMETEAS
Registration Number:	2185075	HMB FUEL
Registration Number:	1597121	HUMAN MACHINE OIL
Registration Number:	1655100	HYDRA FUEL
Registration Number:	1428090	IMMUNE PROTECTORS
Registration Number:	3296601	INFLAM-AID
Registration Number:	2594565	JOINT FOOD
Registration Number:	2066656	JOINT FUEL
Registration Number:	3219034	KRILL ESSENTIALS
Registration Number:	1635258	LEADING THE WAY TO BETTER HEALTH
Registration Number:	1417161	LIQUI-E
Registration Number:	1295575	LIQUI-K
Registration Number:	3059593	LIVE LIKE A PRO
Registration Number:	1121723	LPP
Registration Number:	0915606	LPP
Registration Number:	2443427	LYCOSOY
Registration Number:	1692371	MASS FUEL
Registration Number:	1321725	MAXILIFE
Registration Number:	3040952	MAXILIFE BRAIN PROTECTOR

Registration Number:	3028623	MAXILIFE CARDIO PROTECTOR
Registration Number:	3040949	MAXILIFE JOINT PROTECTOR
Serial Number:	77137789	MAXIVIDA
Serial Number:	77124501	MAXIVITA
Registration Number:	1597123	MCT FUEL
Serial Number:	77227170	MEDITERRANEAN DETOXITEA
Registration Number:	2186898	MEGA GLUTAMINE FUEL
Registration Number:	2188532	MEGA HMB FUEL
Registration Number:	3296602	MEGA SOY
Registration Number:	3195973	MEN'S ULTRA DAILY
Serial Number:	77184791	METABO FUEL
Serial Number:	77184796	METABOFUEL
Serial Number:	78771775	METABOFUEL1000
Registration Number:	2282986	METABOLIFE
Registration Number:	1827188	METABOLIFE
Registration Number:	2778218	METABOLIFE
Registration Number:	2729838	METABOLIFE
Registration Number:	2764598	METABOLIFE
Registration Number:	2281178	METABOLIFE 356
Registration Number:	2628529	METABOLIFE INTERNATIONAL
Registration Number:	2463158	METABOLIFE TODAY
Registration Number:	2834196	METABOLIFE ULTRA
Registration Number:	2463159	METABOLIFE UPDATE
Registration Number:	1782018	METABOLIFT
Serial Number:	77215287	MEXICAN WILD YAM-POWER
Registration Number:	1638118	MIGRACIN
Registration Number:	1635260	MILK-THISTLE POWER
Registration Number:	1636638	MORE OF NATURE'S GOODNESS
Registration Number:	2970772	MRP NITRATE3 FUEL
Serial Number:	77215313	NAC
Serial Number:	77124477	NATIONAL CALCIUM INITIATIVE
Registration Number:	2576369	NATURE'S GOODNESS
Registration Number:	2284606	NATURE'S HERBS
Registration Number:	3111457	NATURE'S HERBS
Registration Number:	1555434	NATUR-PHARMA

Registration Number:	2513089	NETTLE ROOT-POWER
Registration Number:	3322579	NETTLE-POWER
Serial Number:	78483823	NITRATE FUEL
Serial Number:	78483747	NITRATE FUEL CHEWS
Registration Number:	3134064	NITRATE3 FUEL SHOT
Serial Number:	77322195	NITRIC FUEL
Registration Number:	1511454	NUTRABOLICS
Registration Number:	1483019	NUTUSSIN
Registration Number:	1784724	OCUGUARD
Registration Number:	2256685	OLIVE LEAF-POWER
Registration Number:	1584280	OPTI FUEL
Registration Number:	1763989	OPTI-CAL
Serial Number:	77182498	OPTI-DOSING
Registration Number:	2493123	OREGANO-POWER
Registration Number:	1698746	PHOS FUEL
Serial Number:	77215350	PHYTO ESTROGEN-POWER
Registration Number:	1433521	PMS.O.S.
Registration Number:	1466895	PMS-SYN
Registration Number:	1400866	POWER
Registration Number:	1709127	POWER FUEL
Registration Number:	2221040	POWER-HERBS
Serial Number:	77250883	PURE FUEL
Registration Number:	2449354	PUT YOUR FAITH IN NATURE AND YOUR TRUST IN NATURE'S HERBS
Serial Number:	77215298	RADICAL FIGHTERS
Registration Number:	2500727	RED CLOVER POWER
Registration Number:	2090920	REMETEAS
Serial Number:	77182516	RIGHT DOSING
Registration Number:	1773392	RIPPED FUEL
Registration Number:	1460560	SENNALAX
Registration Number:	1635930	SILICA-POWER
Registration Number:	1635933	SKINNY FORMULA
Serial Number:	77182522	SMART DOSING
Registration Number:	2947100	SOY-POWER
Registration Number:	1652870	ST. JOHN'S-POWER

Registration Number:	2844603	STARCH BUSTER
Registration Number:	1466826	STARCH BUSTERS
Registration Number:	2513423	STRENGTH FUEL
Registration Number:	1471933	STRESSMATES
Registration Number:	1364129	STRESS-RELEASE
Registration Number:	1954900	SUPER VANADYL FUEL
Registration Number:	1480417	SUPERTWIN
Registration Number:	2936519	TEAM CALCIUM
Registration Number:	2400369	THE HERBAL VILLAGE
Registration Number:	1692361	THE LEADER IN SPORTS NUTRITION
Registration Number:	1635257	THE POWER TO FEEL YOUR BEST
Registration Number:	2997924	THE SCIENCE BEHIND THE SIZE
Registration Number:	2507635	THERMO 1
Registration Number:	2520644	TOMATO-POWER
Registration Number:	1500151	TRI-BORON
Serial Number:	77062112	TRIBULUS FUEL
Registration Number:	2206215	TRUHERBS
Serial Number:	77233327	TWIN CAL
Serial Number:	77233324	TWINCAL
Serial Number:	77233317	TWIN-CAL
Registration Number:	1603361	TWINFAST
Registration Number:	1298349	TWINLAB
Registration Number:	1577237	TWINLAB

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	05252-371/0769/ISIBRANDS
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/

TRADEMARK

REEL: 003775 FRAME: 0038

Date:

05/09/2008

Total Attachments: 51

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A FIFTH THIRD BANCORP BANK**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 7, 2008 (the "Effective Date"), is entered into by and between **ISI BRANDS INC.**, a Michigan corporation, whose principal place of business and mailing address is 3133 Orchard Vista Drive SE, Grand Rapids, Michigan 49546 ("Debtor"), and **FIFTH THIRD BANK**, a Michigan banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"). Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, and hereby collaterally assigns to Secured Party, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. **OBLIGATIONS:** The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Guaranteed Obligations", as that term is defined in the Guaranty dated of even date herewith given by Debtor and certain affiliates of Debtor to Lender (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "Guaranty") and the liabilities, obligations and indebtedness of Debtor hereunder (such Guaranteed Obligations and the liabilities, obligations and indebtedness of Debtor hereunder being, collectively, the "Obligations").

2. **TRADEMARK COLLATERAL:** The collateral in which a security interest and Lien is hereby granted comprises collectively (i) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (i) being collectively, the "Trademarks"); (ii) all renewals of each of the Trademarks; (iii) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (iv) all rights to sue for past, present and future infringements of any and all Trademarks; (v) all rights corresponding to each of the Trademarks throughout the world; (vi) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (vii) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing (all of the foregoing being, collectively, the "Trademark Collateral"). Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral (as hereinafter defined) for purposes of this Agreement.

3. DEFINITIONS:

(a) "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superceded from time to time. The "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superceded from time to time.

(b) Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Guaranty.

(c) All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. LICENSES:

(a) Other than the Existing Foreign Distribution Agreements (as defined below) and the Twinlab License Agreement (as defined on Schedule I), Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, directly or indirectly through its Affiliates, as licensor, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Secured Party, which consent will not be unreasonably withheld by Secured Party; *provided* that Secured Party's consent shall not be required for any Future Foreign Distribution Agreement (as defined below) so long as, with respect to such Future Foreign Distribution Agreement, (i) no Event of Default has occurred and is continuing and (ii) Debtor promptly provides Secured Party, upon Secured Party's request, with a copy of such Future Foreign Distribution Agreement as executed. Each such Trademark License so granted (other than the Existing Foreign Distribution Agreements and the Future Foreign Distribution Agreements) shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b). Secured Party shall not be under any obligation to consent to a Trademark License unless it is necessary or appropriate in the ordinary course of Debtor's business as presently conducted by it and so long as no Event of Default has occurred. As used herein, (A) "Existing Foreign Distribution Agreements" means each of, and collectively, (1) Exclusive Distribution Agreement between Twinlab Corporation and MJJ Power S.P.R.L., dated September 1, 2004, as amended September 29, 2004; (2) Exclusive Distribution Agreement between Twinlab Export Division of Twin Laboratories, Inc. and Nutrisalud, S.A., effective September 1, 2001; (3) Distribution Agreement between Twinlab Corporation and Industrias Quimicas, S. de R.L. de C.V. (Inquivisa), effective August 30, 2004; (4) Exclusive Distribution Agreement among Twinlab Export Division of Twin Laboratories, Inc. and EAM Sport Service, and Sportika Export Inc., effective June 1, 1998; (5) Exclusive Distribution Agreement between Twinlab Export Corporation and Medico H.F., effective January 1, 1996; (6) Distribution Agreement between Twinlab Export Division of Twin Laboratories, Inc. and P.T. Natural Nutrindo, effective July 1, 2003; (7) Distribution Agreement between Twinlab Export Division of Twin Laboratories, Inc. and LSG Wholesale Ltd., effective February 1, 2003; (8) Exclusive Distribution Agreement between Twinlab Export Corporation and United Vitamin

Company, Ltd., effective March 1, 1996; (9) Import Agent and Sales Representative Agreement between Idea Sphere Inc. and Health Education Corporation, dated January 19, 2006; (10) Distribution Agreement between Idea Sphere Inc. and MLO Trading, effective September 20, 2004; (11) Distribution Agreement between Idea Sphere Inc. and Adel Yacoub Alghanim General Trading & Contracting Co. WLL, effective March 12, 2007; (12) Exclusive Distribution Agreement between Twinlab Export Division of Twin Laboratories, Inc. and Atari, S.A. de C.V., effective January 2003; (13) Exclusive Distribution Agreement between Twinlab Export Division of Twin Laboratories, Inc. and Health 2000+ Limited, effective April 1, 2000; (14) Exclusive Distribution Agreement between Twinlab Export Corporation and Xtreme S.R.L. Import. & Export., R.U.C.N. XTRB 985980 B., effective September 1, 2001; (15) Exclusive Distribution Agreement between Twinlab Export Division of Twin Laboratories, Inc. and Scandanavian Pro Products SE AB, effective June 1, 2003; (16) Distribution Agreement between Twinlab Export Division of Twin Laboratories, Inc. and Ecolandia Internacional Comercio de Productos Naturais, effective May 15, 2001; (17) Exclusive Distribution Agreement between Idea Sphere Inc. and Pasion4Health International Ltd., effective July 22, 2005; (18) Exclusive Distribution Agreement between Twinlab Corp. and Agram89, Ltd., dated December 1, 2007; and (19) Exclusive Distribution Agreement between Twinlab Corporation and Starcon Corporation, dated November 1, 2007; distributor relationships in which product is sold but under which no written agreement exists, including sales to: (1) Andre Poonai Investments (Guyana); (2) Atlas Sports Nutrition (Spain); (3) Centre of Life Energy (Switzerland); (4) Corporacion Decosta Rica Moderna S. (Costa Rica); (5) Curano Service GmbH (Switzerland); (6) Energus (Czech Republic); (7) Equpos Saludables S.A. (Guatemala); (8) Good Life Nutrition House (Hong Kong); (9) Health & Diet Food Center Ltd. (Cyprus); (10) Health Express (Philippines); (11) Herbal Options (Ghana); (12) J. L. Ferreira, LDA. (Portugal); (13) Life Sistem (Yugoslavia); (14) Martex Nutrition (Peru); (15) N. Kailes Gym Supplies Ltd. (Cyprus); (16) Natures Village (Hong Kong); (17) New Hope Nutrition Ltd. (New Zealand); (18) Nutrisalud, S.A. (Dominican Republic); (19) Nutrition Excellence, Inc. (Canada - GNC Dist.); (20) One Source Distribution Center Inc. (Andean/Caribbean); (21) Purity Life (Canada); (22) Regisul (Guadeloupe); (23) SBI Distribution, Inc. (Barbados); (24) Zefkilis (Greece); (25) Sun Crest Intl Limited (Trinidad); (26) Twin Distributors Inc. (Rashwell) (Philippines); (27) Whirle Limited (Jamaica); (28) William Jack(s) Pte. Ltd. (Singapore/Malaysia); (29) Distribuidora Vida Natural (Venezuela); (30) Nofa International Co. Ltd. (Saudi Arabia); (31) Oser Ltda. (Uruguay); (32) Sport One Trading (Dubai); and (33) Taam Teva-Altman (Israel); and (B) "Future Foreign Distribution Agreements" means each of, and collectively, the foreign distribution agreements made between Debtor and a foreign distributor after the Effective Date, pursuant to which Debtor and/or Debtor's Affiliate, among other things, grant such foreign distributor the right to resell within the applicable territory products that are manufactured by Debtor and/or its Affiliates and sold to such foreign distributor, and to use Debtor's trademarks solely for such resale and ancillary marketing purposes.

(b) If an Event of Default occurs, Secured Party shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver to Debtor and to each licensee under a Trademark License notice terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the

Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Secured Party's satisfaction or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, the Trademark Licenses will immediately revert with the licensees on the cessation of the Event of Default subject to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce Lender to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents to Secured Party that the following statements are, and will continue throughout the term of the Guaranty to be, true:

(a) Except for the security interest hereby granted and as otherwise disclosed in Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise have the right to grant a security interest in the Trademark Collateral, free from any Lien except to the extent, if any, of Permitted Liens;

(b) Debtor has full right to grant the security interest hereby granted;

(c) To Debtor's knowledge, each application for trademark and service mark registration is valid, registered or registrable and enforceable. Debtor has notified Secured Party in writing of all prior uses of any item of the Trademark Collateral of which Debtor is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as disclosed on Schedule I;

(e) To Debtor's knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, might constitute a default by Debtor under the Trademark License Rights; and

(f) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either (a) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (b) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS:

(a) Until the Obligations are fully paid, performed and satisfied and this Agreement is terminated, Debtor will:

(i) furnish to Secured Party upon Secured Party's request a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other reports in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and, further execute and deliver such supplemental instruments, in the form of collateral assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;

(ii) should it obtain an ownership interest in any Trademark License Rights or Trademarks, which is not now identified in Schedule I, (i) Debtor will, at least every six months, or more often if Secured Party shall request, give prompt written notice to Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this paragraph; Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this paragraph;

(iii) to the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its and its Affiliates' businesses, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not necessary in the conduct of Debtor's or its Affiliates' businesses;

(iv) notify Secured Party immediately when Debtor learns (i) that any item of the Trademark Collateral may become abandoned or dedicated; or (ii) of any adverse written determination (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral;

(v) notify promptly Secured Party, should Debtor become aware that any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(vi) not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral, except as expressly permitted by this Agreement; or (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or as otherwise expressly permitted by Lender;

(vii) cause the use of reasonable and proper statutory notice in connection with its use of each registered trademark or service mark in its business; and

(viii) pay all expenses and reasonable attorneys' fees of Secured Party incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney in fact to act with respect to the Trademark Collateral in any transaction, legal proceeding, or other matter in which Secured Party is acting pursuant to this Agreement. Debtor specifically authorizes Secured Party as its true and lawful attorney in fact: (i) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein; (ii) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral; (iii) to record the collateral assignment of any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable governmental authority), and upon the occurrence and continuation of an Event of Default, to assign of record in the United States Patent and Trademark Office any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee); and (iv) to otherwise enforce the rights of Secured Party with respect to any of the Trademark Collateral.

8. DEFAULT: If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, without further notice to Debtor except as expressly provided in the other Loan Documents, at Secured Party's option, declare any or all of the Obligations to become immediately due and payable in the aggregate amount. If an Event of Default occurs and is continuing, Secured Party may resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a Secured Party under the

Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party, (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to the Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Obligations, only when they are actually received by Secured Party, any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (1) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) Debtor will supply to Secured Party or its designee Debtor's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (B) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Moreover, if an Event of Default occurs and is continuing, Secured Party may, without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default. Moreover, Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to, (a) prepare any of the Trademark Collateral for sale, (b) pursue any Person to collect any of the Obligations or (c) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and

conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or the Secured Party's Lien on, the "Collateral" as defined in the Security Agreement, or the Secured Party's remedies respecting the "Collateral."

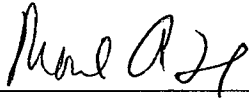
(g) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) This Agreement will terminate ("Termination") on the later to occur of: (i) the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which Lender has not then given notice of a claim thereof against a Loan Party) or (ii) the termination of the Guaranty. Upon such Termination, Secured Party will, upon Debtor's request, execute and deliver to Debtor any release of its Lien on the Trademark Collateral pursuant to this Agreement or similar instrument of re-conveyance and deliver UCC termination statements with respect to its Lien on the Trademark Collateral pursuant to this Agreement.

[Signature Page Follows]

This Agreement is made and dated as of the Effective Date.

ISI BRANDS INC.

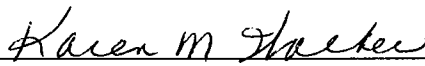
By: 
Mark A. Fox, President and
Chief Operating Officer

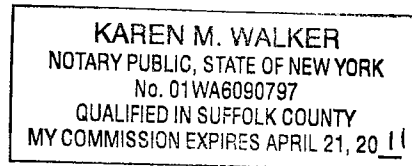
FIFTH THIRD BANK

By: _____
Andrew P. Hanson, Vice President

STATE OF New York :
 : ss:
COUNTY OF New York :

The foregoing instrument was acknowledged before me this 20th day of December, 2007 by Mark A. Fox, President and Chief Operating Officer of ISI Brands Inc., a Michigan corporation, on behalf of such corporation.


Notary Public
My Commission Expires: 4/21/11



SCHEDULE I

TRADEMARKS

Liens are recorded in Schedule I, as indicated below:

Chemical Bank Security Interest, Reel/Frame: 1513/0306 ("**Chemical Bank**")
Blechman et al Security Agreement, Reel/Frame: 2305/0001 ("**Blechman et al**")

United States Trademarks:

Mark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date	Liens ¹ /Comments
ADVANCED WOMEN'S CARE	Registered	77/061,379	12/11/2006	3,305,639	10/09/2007	
ALLERDOPHILUS	Registered	73/543,549	06/17/1985	1,382,984	02/18/1986	Chemical Bank Blechman et al
ALLERGY FIGHTERS	Registered	73/605,365	06/10/1986	1,428,089	02/10/1987	Chemical Bank Blechman et al
ALLERGY-C	Registered	73/543,448	06/17/1985	1,380,032	01/28/1986	Chemical Bank Blechman et al
ALLERIN	Registered	73/629,355	11/10/1986	1,471,921	01/12/1988	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
ALMOST MILK	Registered	76/019,419	04/06/2000	2,917,610	01/11/2005	Break in chain of title Documents missing or recorded out of order
ALVITA	Registered	74/197,710	08/22/1991	1,759,398	03/23/1993	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
AM PROTEIN FUEL	Registered	76/525,807	05/14/2003	3,098,505	05/30/2006	Highbridge/Zwirn

¹ Liens are to be released on or before 90 days after closing.

AMINO FUEL	Registered	73/615,325	08/18/1986	1,437,049	04/21/1987	Chemical Bank Blechman et al
AMINOCOMPLEX	Registered	78/495,431	10/06/2004	2,980,351	07/26/2005	
ANABOLIC FUEL	Registered	73/687,095	09/30/1987	1,509,858	10/25/1988	Chemical Bank Blechman et al
ANIMAL FRIENDS	Registered	73/697,655	11/25/1987	1,502,771	09/06/1988	Chemical Bank Blechman et al
ANSWERS. FOR LIFE.	Registered	78/645,965	06/08/2005	3,198,160	01/16/2007	
AQUA SLIM	Pending	77/083,484	01/16/2007			
AQUA TRIM	Registered	73/609,843	07/17/1986	1,551,571	08/15/1989	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
AQUANUTRI	Pending	78/494,754	10/05/2004			
ARTH PLUS	Registered	73/451,955	11/09/1983	1,382,959	02/18/1986	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
B-BITES	Registered	73/639,332	12/29/1986	1,451,744	08/11/1987	Renewal Grace Period expires 02/11/2008 Chemical Bank Blechman et al
BEYOND CHOLESTEROL	Registered	75/627,843	01/26/1999	2,443,239	04/10/2001	
BILBERRY-POWER	Registered	74/011,735	12/18/1989	1,632,126	01/22/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al Highbridge/Zwirn
BIO-FORMED	Registered	73/246,305	01/16/1980	1,167,990	09/08/1981	Break in chain of title Documents missing or recorded out of order Chemical Bank

						Blechman et al
BIRCH BARK-POWER	Registered	75/790,758	0/02/1999	2,377,505	08/15/2000	Blechman et al
BITTER MELON-POWER	Registered	75/518,363	07/13/1998	2,276,023	09/07/1999	Blechman et al
BLACK COHOSH-POWER	Registered	75/401,623	12/08/1997	2,303,387	12/28/1999	Blechman et al
BLACKBERRY MOON	Registered	77/061,392	12/11/2006	3,296,598	09/25/2007	
BLOOD PRESSURE CONTROL	Registered	76/532,419	07/25/2003	2,938,962	04/05/2005	
BONE SUPPORT	Pending	77/215,344	06/26/2007			
BORAGE-POWER	Registered	77/061,405	12/11/2006	3,296,599	09/25/2007	
CALCIUM INITIATIVE	Registered	76/097,012	07/26/2000	2,928,045	02/22/2005	
CALCIUM IS COOL	Registered	76/011,349	03/27/2000	2,936,527	03/29/2005	
CAL-QUICK	Registered	73/495,189	08/16/1984	1,333,948	05/07/1985	Chemical Bank Blechman et al
CAPRINOL	Registered	73/622,765	09/29/1986	1,461,620	10/20/1987	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
CARDIO-CARE	Registered	73/609,839	07/17/1986	1,432,677	03/17/1987	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
CARP-L CARE	Registered	76/362,661	01/25/2002	2,718,053	05/20/2003	
CAT'S CLAW-POWER	Registered	75/054,154	02/06/1996	2,293,834	11/23/1999	Blechman et al
CAYUR	Registered	76/977,244	01/28/2002	2,925,672	02/08/2005	
CELERY SEED-POWER	Registered	75/332,514	07/29/1997	2,238,233	04/13/1999	Blechman et al
CERTIFIED POTENCY and Design	Registered	73/671,194	07/10/1987	1,651,283	07/23/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al

CHER-AMINO	Registered	73/177,262	07/05/1978	1,119,092	05/29/1979	Documents missing or recorded out of order Chemical Bank Blechman et al
CHINAC	Registered	75/787,909	08/30/1999	2,530,422	01/15/2002	Break in chain of title Documents missing or recorded out of order Reel/Frame: 3209/0716 Registrant is Metabolife, International, Inc. but assignment from Matabolife, Inc to ISI Brands, Inc.
CHOLESTEROL SUCCESS	Registered	76/240,451	04/16/2001	2,652,592	11/19/2002	
CHOLINE COCKTAIL	Registered	74/477,902	01/10/1994	1,912,216	08/15/1995	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
CHROMIC FUEL	Registered	73/799,719	05/12/1989	1,583,283	02/20/1990	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
CITRUS-POWER	Registered	74/011,383	12/18/1989	1,632,890	01/29/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
CLA FUEL	Registered	75/627,845	01/26/1999	2,476,268	08/07/2001	Blechman et al
COLDRIN	Registered	73/620,353	09/16/1986	1,457,970	09/22/1987	Renewal Grace Period expires 03/22/2008 Break in chain of title Documents missing or recorded out of order Chemical Bank

						Blechman et al
COST BENEFIT NUTRITION	Registered	75,923,698	02/22/2000	2,936,517	03/29/2005	
CRANBERRY-POWER	Registered	74/573,668	09/15/1994	1,936,823	11/21/1995	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
CREATINE FIZZ FUEL	Registered	75/750,703	07/14/1999	2,448,371	05/01/2001	Blechman et al
CREATINE FUEL	Registered	74/436,847	09/17/1993	1,864,175	11/22/1994	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
CREATINE NITRATE 3 FUEL	Registered	78/416,671	05/11/2004	3,283,489	08/21/2007	
DAILY ONE CAPS	Registered	78/443,055	06/29/2004	3,045,083	01/17/2006	
DAILY TWO CAPS	Registered	78/443,066	06/29/2004	3,137,889	09/05/2006	
DEFINIA	Registered	78/781,175	12/27/2005	3,171,379	11/14/2006	
DESERT HERB COMBINATION	Registered	74/011,384	12/18/1989	1,632,124	02/22/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
DIET FUEL	Registered	73/759,604	10/24/1988	1,544,159	06/20/1989	Break in chain of title Documents missing or recorded out of order Blechman et al
DIGESTAB	Registered	73/609,837	06/09/1987	1,441,739	06/09/1987	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
DIURTAB	Pending	77/223,657	07/06/2007			

DONG-QUAI POWER	Registered	77/061,361	12/11/2006	3,296,596	09/25/2007	
DRINK POSITIVE	Registered	78/475,081	08/27/2004	3,325,744	10/30/2007	
ECHINACEA GOLDEN SEAL POWER	Registered	74/574,186	09/15/1994	1,919,220	09/19/1995	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
ECHINACEA - POWER	Registered	74/011,734	12/18/1989	1,643,312	05/07/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
ELDERBERRY- POWER	Registered	77/061,438	12/11/2006	3,322,578	10/30/2007	
ENDURANCE	Registered	73/170,471	05/15/1978	1,148,634	03/24/1981	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
ENDURANCE FUEL	Pending	77/281,218	09/17/2007			
ENDURANCE QUICK FIX	Registered	73/616,731	08/25/1986	1,541,164	05/30/1989	Chemical Bank Blechman et al
ENERGY FUEL	Registered	76/161,866	11/09/2000	2,595,723	07/16/2002	Blechman et al
EVER-SLENDER	Registered	73/533,190	04/22/1985	1,374,544	12/10/1985	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
EYL	Registered	73/687,331	10/01/1987	1,496,507	07/19/1988	Chemical Bank Blechman et al
FASTBURN	Pending	77/097,686	02/02/2007			
FEELIN' FIT FITNESS PAKS	Registered	74/110,651	10/26/1990	1,714,945	09/15/1992	Break in chain of title Documents missing or recorded out of order Blechman et al

FEMCHANGE	Pending	77/215,354	06/26/2007			
FEMCLEANSE	Registered	74/011,502	12/18/1989	1,635,931	02/26/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
FIBERSOL	Registered	73/431,635	06/22/1983	1,281,261	06/12/1984	Chemical Bank Blechman et al
FIT2O	Pending	77/310,631	10/23/2007			
FIT2O (Stylized)	Pending	77/310,633	10/23/2007			
FLEX-LICIOUS	Registered	76/272,855	06/18/2001	2,633,220	10/08/2002	
FOOD-BASED ULTRA DAILY	Registered	78/678,381	07/26/2005	3,164,259	10/24/2006	
FRESH ANSWERS	Pending	77/261,382	08/22/2007			
FUEL-PLEX	Registered	75/806,238	09/23/1999	2,729,521	06/24/2003	Blechman et al Pending Trademark Opposition Opp. No. 91167226 ISI Brands, Inc. v. Winfuel, Inc.
GAINERS FUEL	Registered	73/699,614	12/07/1987	1,508,880	10/18/1988	Chemical Bank Blechman et al
GARLIC-POWER	Registered	74/574,184	09/15/1994	1,914,499	08/29/1995	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
GENTLE C-250	Registered	74/294,218	07/14/1992	1,777,621	06/22/1993	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
GINGER-POWER	Registered	74/011,621	12/18/1989	1,635,934	02/26/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al

GINKGO-POWER	Registered	74/011,730	12/18/1989	1,632,125	01/22/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
GLUCOSAMINE FUEL	Registered	77/061,459	12/11/2006	3,296,600	09/25/2007	
GLUTAMINE FUEL	Registered	74/647,458	03/16/1995	1,954,899	02/06/1996	Chemical Bank Blechman et al
GLYCEMIC RESPONSE	Pending	78/539,412	12/29/2004			
GOLDEN SEAL- POWER	Registered	74/573,838	09/15/1994	1,917,588	09/12/1995	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
GRAPE SEED- POWER	Pending	77/215,293	06/26/2007			
GREEN TEA- POWER	Pending	77/215,363	06/26/2007			
GUARAID	Registered	73/650,933	03/23/1987	1,461,650	10/20/1987	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
HAIR FACTORS	Pending	77/215,324	06/26/2007			
HAWTHORN- POWER	Pending	77/215,369	06/26/2007			
HEART-LIFE	Registered	73/609,846	07/17/1986	1,536,033	04/25/1989	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
HERBA FUEL	Registered	73/685,167	09/21/1987	1,487,374	05/10/1988	Chemical Bank Blechman et al
HERBAL CALM	Registered	73/453,446	11/18/1983	1,317,572	02/05/1985	Break in chain of title Documents missing or recorded out of order Chemical Bank

						Blechman et al
HERBAL INFLARELIEF	Registered	76/372,977	02/20/2002	2,825,869	03/23/2004	
HERBAL POWER	Registered	75/395,625	11/25/1997	2,527,788	01/08/2002	Blechman et al
HERBAL REMETEAS	Registered	75/046,645	01/23/1996	2,139,522	02/24/1998	Chemical Bank Blechman et al
HMB FUEL	Registered	75/261,691	03/21/1997	2,185,075	08/25/1998	Blechman et al
HUMAN MACHINE OIL	Registered	73/822,901	09/01/1989	1,597,121	05/22/1990	Chemical Bank Blechman et al
HYDRA FUEL	Registered	74/026,992	02/08/1990	1,655,100	08/27/1991	Chemical Bank Blechman et al
IMMUNE PROTECTORS	Registered	73/605,530	06/20/1986	1,428,090	02/10/1987	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
INFLAM-AID	Registered	77/061,487	12/11/2006	3,296,601	09/25/2007	
JOINT FOOD	Registered	75/471,181	04/21/1998	2,594,565	07/16/2002	
JOINT FUEL	Registered	75/065,349	02/29/1996	2,066,656	06/03/1997	Break in chain of title Documents missing or recorded out of order Blechman et al
KRILL ESSENTIALS	Registered	78/583,376	03/09/2005	3,219,034	03/13/2007	
LEADING THE WAY TO BETTER HEALTH	Registered	74/012,005	12/18/1989	1,635,258	02/19/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
LIQUI-E	Registered	73/587,394	03/10/1986	1,417,161	11/18/1986	Chemical Bank Blechman et al
LIQUI-K	Registered	73/419,003	03/28/1983	1,295,575	09/18/1984	Chemical Bank Blechman et al

LIVE LIKE A PRO	Registered	78/416,662	05/11/2004	3,059,593	02/14/2006	
LPP	Registered	73/177,005	07/03/1998	1,121,723	07/10/1979	Chemical Bank Blechman et al
LPP (Stylized)	Registered	72/344,469	11/24/1969	915,606	06/29/1971	Chemical Bank Blechman et al
LYCOSOY	Registered	75/741,473	06/21/1999	2,443,427	04/10/2001	Blechman et al
MASS FUEL	Registered	74/092,380	08/28/1990	1,692,371	06/09/1992	Chemical Bank Blechman et al
MAXILIFE (Stylized)	Registered	73/403,632	11/22/1982	1,321,725	02/26/1985	Chemical Bank Blechman et al
MAXILIFE BRAIN PROTECTOR	Registered	78/509,834	11/02/2004	3,040,952	01/10/2006	
MAXILIFE CARDIO PROTECTOR	Registered	78/509,722	11/02/2004	3,028,623	12/13/2005	
MAXILIFE JOINT PROTECTOR	Registered	78/509,700	11/02/2004	3,040,949	01/10/2006	
MAXIVIDA	Pending	77/137,789	03/22/2007			
MAXIVITA	Pending	77/124,501	03/07/2007			
MCT FUEL	Registered	73/822,904	09/01/1989	1,597,123	05/22/1990	Chemical Bank Blechman et al
MEDETRRANEAN DETOXITEA	Pending	77/227,170	07/11/2007			
MEGA GLUTAMINE FUEL	Registered	75/315,919	06/27/1997	2,186,898	09/01/1998	Blechman et al
MEGA HMB FUEL	Registered	75/261,607	03/21/1997	2,188,532	09/08/1998	Blechman et al
MEGA SOY	Registered	77/061,500	12/11/2006	3,296,602	09/25/2007	
MEN'S ULTRA DAILY	Registered	78/678,385	07/26/2005	3,195,973	01/09/2007	
METABO FUEL	Pending	77/184,791	05/18/2007			
METABOFUEL	Pending	77/184,796	05/18/2007			
METABOFUEL 1000	Pending	78/771,775	12/12/2005			
METABOLIFE	Registered	75/496,048	06/04/1998	2,282,986	10/05/1999	Break in chain of title Documents missing or recorded out of order Reel/Frame: 3209/0716 Registrant is

						Metabolife, International, Inc. but assignment from Metabolife, Inc to ISI Brands, Inc.
METABOLIFE	Registered	74/407,331	06/29/1993	1,827,188	03/22/1994	Break in chain of title Documents missing or recorded out of order Reel/Frame: 3209/0716 Registrant is Metabolife, International, Inc. but assignment from Metabolife, Inc to ISI Brands, Inc.
METABOLIFE	Registered	76/147,045	10/16/2000	2,778,218	10/28/2003	Break in chain of title Documents missing or recorded out of order Reel/Frame: 3209/0716 Registrant is Metabolife, International, Inc. but assignment from Metabolife, Inc to ISI Brands, Inc.
METABOLIFE	Registered	76/147,048	10/16/2000	2,729,838	06/24/2003	Break in chain of title Documents missing or recorded out of order Reel/Frame: 3209/0716 Registrant is Metabolife, International, Inc. but assignment from Metabolife, Inc to ISI Brands, Inc.
METABOLIFE (Stylized)	Registered	75/813,737	10/04/1999	2,764,598	09/16/2003	Break in chain of title Documents missing or recorded out of order Reel/Frame: 3209/0716 Registrant is Metabolife, International, Inc. but assignment from

						Metabolife, Inc to ISI Brands, Inc.
METABOLIFE 356	Registered	75/506,169	06/24/1998	2,281,178	09/28/1999	Break in chain of title Documents missing or recorded out of order Reel/Frame: 3209/0716 Registrant is Metabolife, International, Inc. but assignment from Metabolife, Inc to ISI Brands, Inc.
METABOLIFE INTERNATIONAL	Registered	75/516,743	07/10/1998	2,628,529	10/01/2002	Break in chain of title Documents missing or recorded out of order Reel/Frame: 3209/0716 Registrant is Metabolife, International, Inc. but assignment from Metabolife, Inc to ISI Brands, Inc.
METABOLIFE TODAY	Registered	75/566,396	10/06/1998	2463158	06/26/2001	Break in chain of title Documents missing or recorded out of order Reel/Frame: 3209/0716 Registrant is Metabolife, International, Inc. but assignment from Metabolife, Inc to ISI Brands, Inc.
METABOLIFE ULTRA	Registered	76/527,974	07/07/2003	2,834,196	04/20/2004	Break in chain of title Documents missing or recorded out of order Reel/Frame: 3209/0716 Registrant is Metabolife, International, Inc. but assignment from Metabolife, Inc to ISI Brands, Inc.
METABOLIFE	Registered	75/566,398	10/06/1998	2,463,159	06/26/2001	Break in chain of title

UPDATE						Documents missing or recorded out of order Reel/Frame: 3209/0716 Registrant is Metabolife, International, Inc. but assignment from Metabolife, Inc to ISI Brands, Inc.
METABOLIFT	Registered	74/295,319	07/16/1992	1,782,018	07/13/1993	Chemical Bank Blechman et al
MEXICAN WILD YAM-POWER	Pending	77/215,287	06/26/2007			
MIGRACIN	Registered	74/011,622	12/18/1989	1,638,118	03/19/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
MILK-THISTLE POWER	Registered	74/012,098	12/18/1989	1,635,260	02/19/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
MORE OF NATURE'S GOODNESS	Registered	74/011,448	12/18/1989	1,636,638	03/05/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
MRP NITRATE 3 FUEL	Registered	78/498,347	10/12/2004	2,970,772	07/19/2005	
NAC	Pending	77/215,313	06/26/2007			
NATIONAL CALCIUM INITIATIVE	Pending	77/124,477	03/27/2007			
NATURE'S GOODNESS	Registered	75/080,410	03/28/1996	2,576,369	06/04/2002	Blechman et al
NATURE'S HERBS	Registered	75/395,090	11/24/1997	2,284,606	10/12/1999	
NATURE'S HERBS	Registered	78/558,170	02/01/2005	3,111,457	07/04/2006	
NATUR-PHARMA	Registered	73/560,324	09/26/1985	1,555,434	09/12/1989	Break in chain of title Documents missing

						or recorded out of order Chemical Bank Pending Trademark Cancellation No. 92042372 Herbaceuticals, Inc. v. ISI Brands, Inc.
NETTLE ROOT POWER	Registered	75/627,841	12/07/1999	2,513,089	11/27/2001	Renewal Grace Period expires 05/27/2008 Blechman et al
NETTLE-POWER	Pending	77/061,519	12/11/2006	3,322,579	10/30/2007	
NITRATE FUEL	Pending	78/483,823	09/15/2004			
NITRATE FUEL CHEWS	Pending	78/483,747	09/15/2004			
NITRATE3 FUEL SHOT	Registered	78/483,817	09/15/2004	3,134,064	08/22/2006	
NITRIC FUEL	Pending	77/322,195	11/06/2007			
NUTRABOLICS	Registered	73/463,405	01/30/1984	1,511,454	11/08/1988	Chemical Bank Blechman et al
NUTUSSIN	Registered	73/679,767	08/21/1987	1,483,019	04/05/1988	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
OCUGUARD	Registered	74/079,710	07/19/1990	1,784,724	07/27/1993	Chemical Bank Blechman et al
OLIVE LEAF-POWER	Registered	75/401,602	12/08/1997	2,256,685	06/29/1999	Blechman et al
OPTI FUEL (Stylized)	Registered	73/726,353	05/04/1998	1,584,280	02/27/1990	Chemical Bank
OPTI-CAL	Registered	74/210,279	10/03/1991	1,763,989	04/13/1993	Chemical Bank Blechman et al Pending Trademark Cancellation Cancellation No.: 92047349 1-800-Healthy.Com, Inc. v. ISI Brands Inc.
OPTI-DOSING	Pending	77/182,498	05/16/2007			

OREGANO-POWER	Registered	75/627,846	01/26/1999	2,493,123	09/25/2001	Blechman et al
PHOS FUEL	Registered	74/194,647	8/14/1991	1,698,746	07/07/1992	Chemical Bank Blechman et al
PHYTO ESTROGEN- POWER	Pending	77/215,350	06/26/2007			
PMS. O.S.	Registered	73/609,845	07/17/1986	1,433,521	03/24/1987	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
PMS-SYN	Registered	73/609,844	06/30/1993	1,466,895	12/01/1987	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
POWER	Registered	73/533,183	04/22/1985	1,400,866	07/15/1986	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
POWER FUEL	Registered	74/016,542	01/05/1990	1,709,127	08/18/1992	Chemical Bank Blechman et al
POWER-HERBS	Registered	74/613,150	12/20/1994	2,221,040	02/02/1999	Blechman et al
PURE FUEL	Pending	77/250,883	08/09/2007			
PUT YOUR FAITH IN NATURE AND TRUST IN NATURE'S HERBS	Registered	75/070,722	03/11/1996	2,449,354	05/08/2001	Blechman et al
RADICAL FIGHTERS	Pending	77/215,298	06/26/2007			
RED CLOVER POWER	Registered	75/627,842	01/26/1999	2,500,727	10/23/2001	Blechman et al
REMETEAS	Registered	75/118,446	06/13/1996	2,090,920	08/26/1997	Blechman et al
RIGHT DOSING	Pending	77/182,516	05/16/2007			
RIPPED FUEL	Registered	74/273,612	05/07/1992	1,773,392	05/25/1993	Chemical Bank Blechman et al
SENNALAX	Registered	73/470,768	03/19/1984	1,460,560	10/13/1987	Break in chain of title Documents missing or recorded out of order Chemical Bank

						Blechman et al
SILICA-POWER	Registered	74/011,449	12/18/1989	1,635,930	02/26/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
SKINNY FORMULA	Registered	74/011,619	12/18/1989	1,635,933	02/26/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
SMART DOSING	Pending	77/182,522	05/16/2007			
SOY POWER	Registered	76/120,966	09/01/2000	2,947,100	05/10/2005	Break in chain of title Documents missing or recorded out of order Blechman et al
ST. JOHN'S- POWER	Registered	74/011,033	12/15/1989	1,652,870	08/06/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
STARCH BUSTER	Registered	76/528,072	07/07/2003	2,844,603	05/25/2004	Break in chain of title Documents missing or recorded out of order Reel/Frame: 3209/0716 Registrant is Metabolife, International, Inc. but assignment from Metabolife, Inc to ISI Brands, Inc.
STARCH BUSTERS and Design	Registered	73/644,977	02/17/1987	1,466,826	12/01/1987	Break in chain of title Reel/Frame: 2631/0424; 2632/0161; 2830/0001; 3209/0716 Reference to WI corporation should be to DE corporation

STRENGTH FUEL	Registered	75/943,258	03/13/2000	2,513,423	11/27/2001	Blechman et al
STRESSMATES	Registered	73/664,059	06/01/1987	1,471,933	01/12/1988	Chemical Bank Blechman et al
STRESS-RELEASE	Registered	75/533,191	04/22/1985	1,364,129	10/08/1985	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
SUPER VANADYL FUEL	Registered	74/647,459	03/16/1995	1,954,900	02/06/1996	Chemical Bank Blechman et al
SUPERTWIN	Registered	73/663,958	06/01/1987	1,480,417	03/15/1988	Chemical Bank Blechman et al
TEAM CALCIUM	Registered	75/924,482	02/22/2000	2,936,519	03/29/2005	
THE HERBAL VILLAGE	Registered	75/141,428	07/29/1996	2,400,369	10/31/2000	Blechman et al
THE LEADER IN SPORTS NUTRITION	Registered	74/068,532	06/13/1990	1,692,361	06/09/1992	Chemical Bank Blechman et al
THE POWER TO FEEL YOUR BEST	Registered	74/011,736	12/18/1989	1,635,257	02/19/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
THE SCIENCE BEHIND THE SIZE	Registered	78/458,064	07/28/2004	2,997,924	09/20/2005	
THERMO 1	Registered	75/689,479	04/21/1999	2,507,635	11/13/2001	
TOMATO-POWER	Registered	75/627,847	01/26/1999	2,520,644	12/18/2001	Blechman et al
TRI-BORON	Registered	73/706,975	01/22/1988	1,500,151	08/16/1988	Chemical Bank Blechman et al
TRIBULUS FUEL	Pending	77/062,112	12/12/2006			
TRUHERBS	Registered	75/289,654	05/09/1997	2,206,215	11/24/1998	Blechman et al
TWIN CAL	Pending	77/233,327	07/19/2007			
TWINCAL	Pending	77/233,324	07/19/2007			
TWIN-CAL	Pending	77/233,317	07/19/2007			
TWINFAST	Registered	73/787,906	03/20/1989	1,603,361	06/26/1990	Chemical Bank Blechman et al
TWINLAB	Registered	73/438,942	08/11/1983	1,298,349	10/02/1984	Chemical Bank Blechman et al
TWINLAB	Registered	73/803,412	05/30/1989	1,577,237	01/16/1990	Chemical Bank Blechman et al

TWINLAB.COM	Registered	75/087,889	04/12/1996	2,267,492	08/03/1999	Break in chain of title Documents missing or recorded out of order Blechman et al
TWINSORB	Registered	76/526,266	07/27/2003	2,913,736	12/21/2004	
ULTRA 3 GROWTH FUEL	Registered	76/337,497	11/15/2001	2,744,188	07/29/2003	
ULTRA FUEL	Registered	73/754,136	09/26/1988	1,540,057	05/23/1989	Chemical Bank Blechman et al
ULTRA HARVEST	Registered	78/498,322	10/12/2004	3,151,889	10/03/2006	
VALERIAN- POWER	Registered	74/011,385	12/18/1989	1,635,929	02/26/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
VEGE FUEL	Registered	74/298,473	07/27/1992	1,781,039	07/13/1993	Chemical Bank Blechman et al
VENO-CARE	Registered	77/062,101	12/12/2006	3,293,157	09/18/2007	
VITA FUEL	Registered	73/687,189	02/02/1994	1,501,862	08/30/1988	Chemical Bank Blechman et al
VITA QUICK and Design	Registered	73/285,109	11/07/1980	1,192,419	03/23/1982	Chemical Bank Blechman et al
VITAL MEMORY	Registered	76/525,806	05/14/2003	3,098,504	05/30/2006	
WELLNESS KITCHEN	Pending	78/498,334	10/12/2004			
WHEY PROTEIN FUEL, 100%	Registered	78/583,381	03/09/2005	3,230,987	04/17/2007	
WILLOWPRIN	Registered	74/012,001	12/18/1989	1,636,639	03/05/1991	Break in chain of title Documents missing or recorded out of order Chemical Bank Blechman et al
WOMEN'S ULTRA DAILY	Registered	78/678,376	07/26/2005	3,135,447	08/29/2006	
YEAST FIGHTERS	Registered	73/534,982	04/29/1985	1,369,779	11/12/1985	Chemical Bank Blechman et al

Foreign Trademarks:

Mark	Serial No.	Reg. No.	Country
ALVITA	2041621	1776083	Argentina
ALVITA	2041622	1743574	Argentina
AMINO FUEL	1863647	2062623	Argentina
AMINO FUEL		1546528	Argentina
METABOLIFE	2245023	1819913	Argentina
METABOLIFE	2334844	1956385	Argentina
METABOLIFE	2335089	1892161	Argentina
METABOLIFE and Design	2278481	1842557	Argentina
NATURE'S HERBS	2608604		Argentina
RIPPED FUEL	1863650	1982374	Argentina
RIPPED FUEL		1499960	Argentina
TWINLAB	1863651	1982373	Argentina
TWINLAB	2608603		Argentina
TWINLAB		1499961	Argentina
TWINLAB		1569976	Argentina
ALVITA	713372	713372	Australia
AMINO FUEL	554141	5554141	Australia
CHROMIC FUEL	554142	554142	Australia
FUEL	554143	554,143	Australia
FUEL PLEX		554143	Australia
GH FUEL	554140	554140	Australia
METABOLIFE	809127	809127	Australia

Mark	Serial No.	Reg. No.	Country
METABOLIFE	870115	870115	Australia
METABOLIFE and Design	829699	829699	Australia
METABOLIFE 356	AM750/2005	225432	Australia
NATURE'S HERBS/A TWINLAB DIVISION	782464	782464	Australia
TWINLAB	712942	712942	Australia
TWINLABS/TWINLABS/TWINLABS	712941	712941	Australia
TWINLAB	AM4145/90	134597	Austria
METABOLIFE	22376	22376	Bahamas
TWINLAB		81/6667	Barbados
AMINO FUEL	735706	468439	Benelux
AMINO FUEL 2000	749784	483456	Benelux
ANABOLIC FUEL	735714	468440	Benelux
DIET FUEL	735707	468087	Benelux
ENERGY FUEL	954993	674,907	Benelux
GAINERS FUEL	735708	468285	Benelux
METABOLIFE 356	200541	200541	Benelux
NATURE'S HERBS	750192	485622	Benelux
PHOS FUEL	749783	482613	Benelux
POWER FUEL	749782	482612	Benelux
TWINLAB	715154	445671	Benelux
ULTRA FUEL	735704	468438	Benelux
VITA FUEL	735713	468540	Benelux

Mark	Serial No.	Reg. No.	Country
TWINLAB	21742	21742	Bermuda
ALVITA	97/0683	70173	Bolivia
ALVITA	97/0684	70174	Bolivia
NATURE'S HERBS		77471	Bolivia
TWINLAB	760	62178-A	Bolivia
TWINLAB		C/54568	Bolivia
METABOLIFE	BAZ993988A		Bosnia & Herzegovina
ALVITA		817617191	Brazil
ALVITA		817178347	Brazil
BCAA FUEL 3000		821933892	Brazil
CARBO FUEL		816563632	Brazil
CREATINE FUEL		823378098	Brazil
DIET FUEL		816563624	Brazil
ENERGY FUEL		828139772	Brazil
ENERGY FUEL	821839780	821839780	Brazil
GAINERS FUEL		816563659	Brazil
METABOLIFE	822082853	822082853	Brazil
METABOLIFE	823683974		Brazil
METABOLIFE	823683966		Brazil
METABOLIFE and Design	822586657	822586657	Brazil
NATURE'S HERBS/A TWINLAB COMPANY	820474738		Brazil
OPTI FUEL	816563640		Brazil

Mark	Serial No.	Reg. No.	Country
RIPPED FUEL	823378101		Brazil
SOY SENSATIONS	823378055		Brazil
TRUHERBS (Stylized)	821914367		Brazil
TWIN LABORATORIES INC.		823378080	Brazil
TWINFAST	816507287	09/21/2003	Brazil
TWINLAB	851903324		Brazil
TWINLAB ENERGY FIZZ	823378063		Brazil
ULTRA FUEL	817608680		Brazil
WHEY FUEL	823378071		Brazil
METABOLIFE	47850	38272	Bulgaria
METABOLIFE 356	47848	38270	Bulgaria
METABOLIFE INTERNATIONAL	47849	38271	Bulgaria
ALVITA	824197	TMA496423	Canada
CALMAG + D	664041	TMA403473	Canada
CHROMIC FUEL	112168100		Canada
CREATINE FUEL	112168300	TMA607852	Canada
EFFERVESCENT C WITH MINERALS	664071	TMA428439	Canada
ENDURANCE	664064	TMA403474	Canada
ENERGY FUEL	103537200		Canada
JOINT RESCUE	112168400		Canada
METABOLIFE	1035693		Canada
METABOLIFE	1096667		Canada

Mark	Serial No.	Reg. No.	Country
METABOLIFE 356	884933		Canada
METABOLIFE INTERNATIONAL	884936		Canada
METABOLIFT	112168200		Canada
MINI B	664039	TMA403472	Canada
NATURE'S HERBS	824198	TMA567458	Canada
NATURE'S HERBS	539879	TMA324886	Canada
OCUGUARD	1121679		Canada
POWER HERB	539880	TMA325148	Canada
RIPPED	1056175	TMA574409	Canada
RIPPED FUEL	1056176	TMA569203	Canada
TWINLAB	614903	TMA383406	Canada
TWINLAB BUFFERED VITAMIN C PLUS MAGNESIUM	791801	TMA470567	Canada
ULTRA FUEL	736608	TMA450069	Canada
ALVITA	361185	542532	Chile
DIET FUEL	474010	715522	Chile
METABOLIFE	468328	621915	Chile
METABOLIFE and Design	481281	627427	Chile
NATURE'S HERBS/A TWINLAB DIVISION	385142	507563	Chile
RIPPED FUEL	487639	609534	Chile
TWINLAB	161821	597872	Chile
ALVITA	970082493	1223364	China
ALVITA (Chinese characters)	9800048811	1307781	China

Mark	Serial No.	Reg. No.	Country
ALVITA (Chinese characters)	9800048812	1319694	China
FUEL	9800048810	1307783	China
METABOLIFE	9800105893	1466178	China
METABOLIFE and Design	2000042117	2011990	China
METABOLIFE USA	2001/016052	2018408	China
POWER-HERBS (Chinese characters)	9800048817	1307782	China
REMETEAS	9800048825	1300284	China
REMETEAS	9800048826	1321462	China
REMETEAS (Chinese characters)	9800048815	1307784	China
REMETEAS (Chinese characters)	9800048816	1319693	China
TWINLAB	950142336	1014920	China
TWINLAB (Chinese characters)	9800048814	1307779	China
TWINLAB (Chinese characters)	9800048819	1321463	China
TWINLAB (Chinese characters)	9800048818	1307780	China
TWINLAB (TIAN LAI)	9800048828	1,307,776	China
TWINLAB (TIAN LAI)	9800048829	1,321,461	China
ALVITA	85037422	762238	China (Taiwan)
METABOLIFE	88055578	937587	China (Taiwan)
METABOLIFE	90013810	1006338	China (Taiwan)
METABOLIFE	90013811	993415	China (Taiwan)
METABOLIFE (Chinese characters)	89066190	991917	China (Taiwan)
METABOLIFE 356	99064049	232307	China (Taiwan)

Mark	Serial No.	Reg. No.	Country
METABOLIFE USA	89069913	1003912	China (Taiwan)
NATURE'S HERBS	86032789	891760	China (Taiwan)
NATURE'S HERBS/A TWINLAB DIVISION	88000300	952525	China (Taiwan)
TWIN LABS	(84)023061	748551	China (Taiwan)
TWINLAB	84020594	724412	China (Taiwan)
ALVITA	96/040821	253597	Colombia
ALVITA	96/040823	254206	Colombia
NATURE'S HERBS	388477	2009964	Colombia
TWINLAB	327204	223106	Colombia
TWINLAB		223106	Colombia
ALVITA	11810	100423	Costa Rica
METABOLIFE		12/0974	Costa Rica
METABOLIFE and Design		123281	Costa Rica
TWINLAB	94474	46964	Costa Rica
METABOLIFE	Z991319A	Z991319	Croatia
METABOLIFE 356	Z991317A	Z991317	Croatia
METABOLIFE INTERNATIONAL	Z991318A	Z991318	Croatia
METABOLIFE 356			Cyprus
TWINLAB	36456	36456	Cyprus
ALVITA	O-111718	209474	Czech Republic
METABOLIFE	147515	227905	Czech Republic
METABOLIFE 356	147514	227904	Czech Republic

Mark	Serial No.	Reg. No.	Country
NATURE'S HERBS/A TWINLAB COMPANY	137514	223338	Czech Republic
TWINLAB	O-111719	209475	Czech Republic
ENERGY FUEL	1999/04988	VR2000/02994	Denmark
METABOLIFE 356	676	34	Denmark
TWINLAB	6121/1990	1991 6951 VA	Denmark
METABOLIFE		109098	Dominican Republic
METABOLIFE		109100	Dominican Republic
ALVITA	70595	301/00	Ecuador
ALVITA	70596	378/98	Ecuador
METABOLIFE	98984	4320-00 DNPI	Ecuador
NATURE'S HERBS	70594	377/98	Ecuador
TWINLAB	69962	435/98	Ecuador
TWINLAB	69961	434/98	Ecuador
ALVITA	102445	102445	Egypt
ALVITA	102447	102447	Egypt
METABOLIFE	129444	129444	Egypt
TWINLAB	81499	81499	Egypt
ALVITA	11996003118	239BOOK65	El Salvador
ALVITA	11996003120	135BOOK107	El Salvador
METABOLIFE	9901604	33414	Estonia
METABOLIFE 356	9901603	33807	Estonia
AQUANUTRI	3986354	3,986,254	European Community

Mark	Serial No.	Reg. No.	Country
METABOLIFE	1328137		European Community
METABOLIFE	2138576		European Community
METABOLIFE and Design	326244	03/02/6244	European Community
METABOLIFE and Design	1586676	03/02/6244	European Community
METABOLIFE INTERNATIONAL	891218	891218	European Community
SOY SENSATIONS	00/1751254	1751254	European Community
TWINFAST	3986247	3986247	European Community
TWINLAB AQUANUTRI	3063682	3063682	European Community
TWINLAB ENERGY FIZZ	1751296	1751296	European Community
VIT&MINS	3986271	3986271	European Community
METABOLIFE	431/99	431/99	Fiji Islands
ENERGY FUEL	T199903559	218781	Finland
METABOLIFE	T200500326	09/09/2540	Finland
NATURE'S HERBS/A TWINLAB COMPANY	T199800184	214338	Finland
TWINLAB	5439/91	124463	Finland
DIET FUEL	229515	1607032	France
ENERGY FUEL	99/823482	99823482	France
FUEL	189244	1738959	France
METABOLIFE	05/3347419	05/3347419	France
TWINLAB	931183	1651607	France
DIET FUEL	T30742/5WZ	1190091	Germany

Mark	Serial No.	Reg. No.	Country
ENERGY FUEL	39969745.4/05	39969745	Germany
METABOLIFE 356	30506255.7/05	30506255	Germany
POWER FUEL	T30736/5WZ	1190088	Germany
TWINLAB	T27622/5WZ	1187882	Germany
ULTRA FUEL	T30738/5WZ	1190089	Germany
ENERGY FUEL	142301	142301	Greece
METABOLIFE 356	366		Greece
TWINLAB	99596	99596	Greece
ALVITA	6367	122006	Guatemala
ALVITA	1996/6370	107177	Guatemala
METABOLIFE	9007	07/16/2247	Guatemala
NATURE'S HERBS	6369		Guatemala
TWINLAB	6336		Guatemala
TWINLAB	6337/96		Guatemala
METABOLIFE		77667	Honduras
ALVITA (in Chinese characters)	98/05189	200000687	Hong Kong
ALVITA (in Chinese characters)		687/2000	Hong Kong
FUEL	5186/98	2000B13444	Hong Kong
FUEL (in Chinese characters)	5188/98	199908747	Hong Kong
FUEL (in Chinese characters)		8747/1999	Hong Kong
METABOLIFE	4437/2001	200405126	Hong Kong
METABOLIFE	4438/2001	200405126	Hong Kong

Mark	Serial No.	Reg. No.	Country
METABOLIFE and Design	6421/2000	2003B00686	Hong Kong
METABOLIFE (in Chinese characters)	27116/2000	7489/2003	Hong Kong
METABOLIFE USA	26343/2000	200405124	Hong Kong
NATURE'S HERBS (in Chinese characters)	5182/98	B1586/2000	Hong Kong
TWINLAB	6600/90	11383/96	Hong Kong
TWINLAB (in Chinese characters)	98/05197	199909031A	Hong Kong
TWINLAB (TIAN LAI)		688/200	Hong Kong
METABOLIFE	M9904655	164262	Hungary
METABOLIFE	M9904656	164263	Hungary
METABOLIFE 356	M0500514		Hungary
METABOLIFE INTERNATIONAL	M9904657	164264	Hungary
NATURE'S HERBS	M9600761	146385	Hungary
TWINLAB	M9600760	150516	Hungary
TWINLAB	516/1992	1001/1992	Iceland
METABOLIFE	881306	881306	India
METABOLIFE	D9921207	466756	Indonesia
METABOLIFE and Design	D006067	478205	Indonesia
TWINLAB	D95/8210	IDM00003500 9	Indonesia
TWINLAB		368397	Indonesia
CARBO FUEL	91/6209	150567	Ireland
MCT FUEL	91/6208	150566	Ireland
METABOLIFE 356	231838	231838	Ireland

Mark	Serial No.	Reg. No.	Country
TWINLAB	3489/87	125290	Ireland
ALVITA	106548	106548	Israel
METABOLIFE	131220	131220	Israel
METABOLIFE and Design	136379	136379	Israel
NATURE'S HERBS	106550	106550	Israel
TWINLAB	71083	71083	Israel
DIET FUEL	66 2002 MI	605306	Italy
DIET FUEL	9239 2000 MI	625428	Italy
DIET FUEL	22915c/90	605306	Italy
DIET FUEL	M191C005727	625428	Italy
ENERGY FUEL	MI2000C00008 2	904238	Italy
GAINERS FUEL	9238 2000 MI	605307	Italy
HYDRA FUEL	M193C000586	666975	Italy
HYDRA FUEL	588 2003 MI		Italy
HYDRA FUEL		666975	Italy
MASS FUEL	979 2003 MI		Italy
MASS FUEL	M193C000585	666974	Italy
METABOLIFE 356	2005c00440		Italy
POWER FUEL	9236 2000 MI		Italy
POWER FUEL	22922C	605313	Italy
TWINLAB		554518	Italy
TWINLAB	18633C/89	864977	Italy

Mark	Serial No.	Reg. No.	Country
ULTRA FUEL	9237 2000 MI		Italy
ULTRA FUEL	22924C	605315	Italy
METABOLIFE	57401	36091	Jamaica
ALVITA	H09-158868	4847449	Japan
AMINO FUEL	1/21205	2445872	Japan
FUEL	19432/1999	4410813	Japan
FUEL	78303/2000	4548170	Japan
METABOLIFE	2001/024713	4621169	Japan
METABOLIFE	2000/024714	4609411	Japan
METABOLIFE	089570/1999	4446566	Japan
NATURE'S HERBS/A TWINLAB DIVISION	2000/17898	4479420	Japan
POWER HERBS	18480/2000	4482903	Japan
POWER HERBS	78302/2000	4548169	Japan
SOY SENSATIONS	2000/73236	4479525	Japan
TRUHERBS (Stylized)	78300/2000	4547713	Japan
TWINLAB	63/143820	2412821	Japan
TWINLAB	78299/2000	4495012	Japan
TWINLAB	18481/2000	4482904	Japan
TWINLAB ENERGY FIZZ	2000/73235	4479524	Japan
TWINLAB TRUHERBS (Stylized)	19431/1999	4365402	Japan
METABOLIFE	68966	68966	Jordan
METABOLIFE		476010	Jordan

Mark	Serial No.	Reg. No.	Country
METABOLIFE and Design	TMA6057	57942	Jordan
ALVITA	96-34199	414844	South Korea
METABOLIFE	1999-0037242	476010	South Korea
METABOLIFE 356		449002	South Korea
NATURE'S HERBS/A TWINLAB COMPANY	97/34547	413315	South Korea
NATURE'S HERBS/A TWINLAB COMPANY	97/034546	431877	South Korea
TWINLAB	89/11376	197157	South Korea
METABOLIFE	45654	36338	Kuwait
METABOLIFE		M46827	Latvia
METABOLIFE	M-99-1599	M46826	Latvia
METABOLIFE 356	M05176	M55995	Latvia
METABOLIFE		81752	Lebanon
METABOLIFE 356		81751	Lebanon
METABOLIFE	992150	40516	Lithuania
METABOLIFE 356	992149	40515	Lithuania
METABOLIFE 356	20050386		Lithuania
METABOLIFE	Z78699	8776	Macedonia
METABOLIFE 356	Z78499	01/12/1924	Macedonia
METABOLIFE INTERNATIONAL	Z78599	01/11/1924	Macedonia
AMINO FUEL	91/03624	91003624	Malaysia
CHROMIC FUEL	91/03625	91003625	Malaysia
FUEL	91/03627	91003627	Malaysia

Mark	Serial No.	Reg. No.	Country
GH FUEL	91/03626	91003626	Malaysia
METABOLIFE	9911239		Malaysia
MIGRACIN	90-05670	90/05670	Malaysia
TWINLAB	89/00019	A89000019	Malaysia
WILLOWPRIN	90/05669	90/05669	Malaysia
METABOLIFE 356	43760	43760CV	Malta & Gozo
ALVITA	269886	882113	Mexico
ALVITA	269887	568167	Mexico
AMINO FUEL	77077	382542	Mexico
AMINO FUEL 2000	93031	388908	Mexico
CHANGES INTERNATIONAL	453757	686253	Mexico
CHROMIC FUEL	76964	391329	Mexico
COLES FREE	386092	623,703	Mexico
DIET FUEL	77072	382539	Mexico
ENERGY FUEL	399597	638358	Mexico
GAINERS FUEL	76968	384807	Mexico
INFANT CARE	76969	397273	Mexico
MAXIVIDA	878,867		Mexico
MAXIVITA	878,869		Mexico
MCT FUEL	93030	388907	Mexico
METABOLIFE	394344	804888	Mexico
METABOLIFE	477527	739551	Mexico

Mark	Serial No.	Reg. No.	Country
METABOLIFE	477142	778514	Mexico
METABOLIFE and Design	418478	661292	Mexico
METABOLIFE INTERNATIONAL	341901	721077	Mexico
NATURE'S HERBS	100624	443021	Mexico
POWER FUEL	93028	388905	Mexico
PRO FUEL	93026	388903	Mexico
SOY SENSATIONS	434702	685258	Mexico
THERMOLIFT	453758	453758	Mexico
TWINLAB	88375	399474	Mexico
TWINLAB	66195	445164	Mexico
ULTRA FUEL	93027	388904	Mexico
ULTRA FUEL	253192	517897	Mexico
AMINO FUEL	209589	B209589	New Zealand
CHROMIC FUEL	209591	B209591	New Zealand
GH FUEL	209590	B209590	New Zealand
METABOLIFE	600136	600136	New Zealand
METABOLIFE	634269	634269	New Zealand
METABOLIFE	634268	634268	New Zealand
METABOLIFE and Design	611139	611139	New Zealand
NATURE'S HERBS POWER HERBS (Stylized)	238497	B238497	New Zealand
NATURE'S HERBS/A TWINLAB COMPANY	280316	280316	New Zealand

Mark	Serial No.	Reg. No.	Country
TWINLAB	193987	193987	New Zealand
METABOLIFE	9903416	45289cc	Nicaragua
AQUANUTRI	200408321	228,361	Norway
ENERGY FUEL	199911847	205598	Norway
METABOLIFE 356	9910096	202050	Norway
METABOLIFE 356	9910098	202052	Norway
METABOLIFE INTERNATIONAL	9910097	202051	Norway
TWINFAST	200408322	228362	Norway
TWINLAB	19903986	152852	Norway
TWINLAB	9626	9626	Oman
ALVITA	88616	88616	Panama
NATURE'S HERBS	88795	88795	Panama
TWINLAB	63392	63392	Panama
NATURE'S HERBS	14954	208060	Paraguay
TWINLAB	134	216699	Paraguay
ALVITA	17250	33652	Peru
ALVITA	17251	31804	Peru
METABOLIFE	930121999	62220	Peru
NATURE'S HERBS	17520	31258	Peru
TWINLAB	193636	549	Peru
TWINLAB	69083	50011	Philippines
METABOLIFE	Z208136		Poland

Mark	Serial No.	Reg. No.	Country
METABOLIFE 356	Z208134		Poland
METABOLIFE 356	Z296391		Poland
METABOLIFE INTERNATIONAL	Z208135		Poland
METABOLIFE INTERNATIONAL	Z208135		Poland
ALVITA	317847	317847	Portugal
ENERGY FUEL	341288	341288	Portugal
METABOLIFE 356	390119		Portugal
NATURE'S HERBS	317846	317846	Portugal
POWER-HERBS NATURE'S HERBS	271308	271308	Portugal
TWINLAB	266975	266975	Portugal
ALVITA		39032	Puerto Rico
METABOLIFE	63055	63055	Puerto Rico
METABOLIFE and Design	62116	62116	Puerto Rico
NATURE'S HERBS		39935	Puerto Rico
TWINLAB		32128	Puerto Rico
ALVITA (and Arabic)	15546	15546	Qatar
ALVITA (and Arabic)	15547	15547	Qatar
TWINLAB	8300	8300	Qatar
TWINLAB (and Arabic)	8299	8299	Qatar
AQUANUTRI	2004718966	295,519	Russia
METABOLIFE	99716651	202597	Russia
METABOLIFE 356	97716699	208321	Russia

Mark	Serial No.	Reg. No.	Country
METABOLIFE INTERNATIONAL	99716700	202599	Russia
TWINFAST	2004718965	295518	Russia
ALVITA	36245	409/36	Saudi Arabia
ALVITA	36244	410/62	Saudi Arabia
METABOLIFE	60325	53253	Saudi Arabia
NATURE'S HERBS	36246		Saudi Arabia
TWINLAB	22654	324/40	Saudi Arabia
METABOLIFE	Z76799	45939	Serbia
METABOLIFE 356	Z76599	45941	Serbia
METABOLIFE INTERNATIONAL	Z76699	45940	Serbia
ALVITA	7759/96	T96/07759D	Singapore
AMINO FUEL	4040/91	85/94	Singapore
AMINO FUEL	T94/00085C	T94/00085C	Singapore
FUEL	4043/91	T91/0404031	Singapore
METABOLIFE	T9912216G	T9912216G	Singapore
METABOLIFE	194285	P0Z25241999	Singapore
NATURE'S HERBS	7757/96	T96/07757	Singapore
TWINLAB	4819/87	T87/04819F	Singapore
METABOLIFE	POZ2524/1999	194285	Slovak Republic
METABOLIFE 356	P0Z252599	194286	Slovak Republic
METABOLIFE 356	70209	70209	Slovak Republic
METABOLIFE 356	P0Z0207	212207	Slovak Republic

Mark	Serial No.	Reg. No.	Country
METABOLIFE	Z9971610	9971610	Slovenia
METABOLIFE 356	Z9971608	9971608	Slovenia
METABOLIFE INTERNATIONAL	Z9971609	9971609	Slovenia
ALVITA	9610012	96/10012	South Africa
ALVITA	96/10013	96/10013	South Africa
METABOLIFE	18027	18027	South Africa
METABOLIFE and Design	5330	5330	South Africa
NATURE'S HERBS	96/10014	96/10014	South Africa
TWINLAB	89/5302	89/5302	South Africa
TWINLAB	1291087	1291087	Spain
TWINLAB		1291087M2	Spain
TWINLAB AMINO FUEL	178241/4	178242M4	Spain
TWINLAB DIET FUEL	1790762	1790762M4	Spain
TWINLAB TWIN LABORATORIES INC. NEW YORK		129087M2	Spain
ENERGY FUEL	99/8207	34968	Sweden
METABOLIFE 356	2005/863	371894	Sweden
TWINLAB	90-9564	256913	Sweden
AQUANUTRI	55480/2004	526,342	Switzerland
METABOLIFE	8902/1999	474292	Switzerland
METABOLIFE and Design	03961/2000	479319	Switzerland
METABOLIFE 356	8900/1999	474290	Switzerland

Mark	Serial No.	Reg. No.	Country
METABOLIFE INTERNATIONAL	8901/1999	474291	Switzerland
TWINFAST	55479/2004	528421	Switzerland
TWINLAB	4426	373155	Switzerland
TWINLAB		373155	Switzerland
METABOLIFE 356 and Design	404549	KOR134998	Thailand
METABOLIFE and Design	404548	KOR130535	Thailand
ALVITA	26013	26013	Trinidad & Tobago
ALVITA	26012	26012	Trinidad & Tobago
NATURE'S HERBS/A TWINLAB COMPANY	27514	27514	Trinidad & Tobago
TWINLAB	17146	17146	Trinidad & Tobago
METABOLIFE		200000378	Turkey
METABOLIFE 356	200000379		Turkey
TWINLAB	6743/89	116080	Turkey
METABOLIFE	99103553	27955	Ukraine
METABOLIFE 356	99103554	27956	Ukraine
METABOLIFE	34407	25199	United Arab Emirates
METABOLIFE 356	34408	25170	United Arab Emirates
NATURE'S HERBS/A TWINLAB DIVISION	29627	31237	United Arab Emirates
CHROMIC FUEL	1461937	1461937	United Kingdom
ENERGY FUEL	2213595	2213595	United Kingdom
HYDRA FUEL	2016661	2016661	United Kingdom
METABOLIFE 356	890954	890954	United Kingdom

Mark	Serial No.	Reg. No.	Country
TWINLAB	1366182	1366182	United Kingdom
TWINLAB ULTRA FUEL	1551867	1551867	United Kingdom
ALVITA	296843	296843	Uruguay
NATURE'S HERBS	296844	296844	Uruguay
ALVITA	17318/96	P201834	Venezuela
ALVITA	17319/96	P201835	Venezuela
METABOLIFE	17081999	P229673	Venezuela
METABOLIFE and Design	4857/2000	P228218	Venezuela
NATURE'S HERBS	17320/96	P201836	Venezuela
TWINLAB	13953/90	P-225182	Venezuela
TWINLAB		F-164245	Venezuela
NATURE'S HERBS	N-3417/97	29535	Vietnam

TRADEMARK LICENSES

A trademark license agreement to be entered into by and between Debtor, as licensor, and Twinlab Corporation, a Delaware corporation, as licensee (the "Twinlab License Agreement").