

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALTERNA HOLDINGS CORP.		03/20/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	FIRST BANK BUSINESS CAPITAL, INC.
Street Address:	11901 Olive Boulevard
City:	Saint Louis
State/Country:	MISSOURI
Postal Code:	63141
Entity Type:	CORPORATION: MISSOURI

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3548786	
Serial Number:	77125773	
Registration Number:	3529387	
Registration Number:	3507074	
Registration Number:	3500679	
Registration Number:	2701733	
Registration Number:	2699324	
Registration Number:	2777172	
Registration Number:	2777171	
Registration Number:	2176239	
Registration Number:	2190320	
Registration Number:	3170233	AGE-CONTROL COMPLEX
Registration Number:	2243924	ALTERNA
Registration Number:	2410914	ALTERNA

OP \$740.00 3548786

Registration Number:	2067782	ALTERNA
Registration Number:	2957634	ALTERNA CAVIAR RAPID REPAIR SPRAY
Registration Number:	2276538	BECAUSE WATER ISN'T ENOUGH...
Serial Number:	77165828	CAVIAR
Serial Number:	77496358	CAVIAR
Serial Number:	77422241	CAVIAR ANTI-AGING
Registration Number:	3402907	COLOR HOLD
Registration Number:	3075612	ENZYMETHERAPY
Registration Number:	2074617	ENZYMETHERAPY
Registration Number:	2426995	IMAGE411.COM
Registration Number:	2617597	NUTROZYME COMPLEX
Registration Number:	3314468	RADIANT SMOOTHING LOTION
Registration Number:	3483873	THE SCIENCE OF SKINCARE FOR HAIR
Registration Number:	3178809	VOLUME MOLDING CREAM
Registration Number:	2183428	

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5178.029
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	03/24/2009

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 20th day of March, 2009 by ALTERNA HOLDINGS CORP., a Delaware corporation ("Grantor") in favor of FIRST BANK BUSINESS CAPITAL, INC., a Missouri corporation ("Grantee").

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Credit and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee a lien upon and security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The provisions of Article III of the Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to Article III of the Credit Agreement of,

a continuing lien upon and security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) all Trademarks, including without limitation the US federally registered trademarks listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) As of the date hereof, Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full (other than contingent indemnification obligations not yet asserted) and the commitments of Grantee under the Credit Agreement to lend shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. If, before Grantor's Obligations shall have been satisfied in full or before the commitments of Grantee to lend under the Credit Agreement shall have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

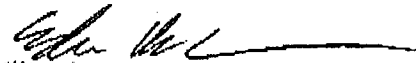
7. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, and (iii) ensure that the Trademarks are and remain enforceable.

8. Grantee's Right to Sue. After the occurrence and during the continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full (other than contingent indemnification obligations not yet asserted) and Grantee's commitments under the Credit Agreement have been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ALTERNA HOLDINGS CORP.

By: 
Its: Brian Krumboltz
Treasurer

Agreed and Accepted
As of the Date First Written Above

FIRST BANK BUSINESS CAPITAL, INC.

By: _____
Its: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ALTERNA HOLDINGS CORP.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

FIRST BANK BUSINESS CAPITAL, INC.

By: Patrick B. [Signature]
Its: VICE PRESIDENT

SCHEDULE A

(see attached)

ALTERNA HOLDINGS CORP.

U.S. TRADEMARKS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
1.	[design]	77132396	03/15/07	3548786	12/23/08	Registered
2.	[design]	77125773	03/08/07	----	----	Pending
3.	[design]	77125745	03/08/07	3529387	11/04/08	Registered
4.	[design]	77125913	03/08/07	3507074	09/30/08	Registered
5.	[design]	77125938	03/08/07	3500679	09/16/08	Registered
6.	[design]	77126058	03/08/07	----	----	Pending Allowed
7.	[bottle design]	76153563	10/25/00	2701733	04/01/03	Registered
8.	[bottle design]	76153562	10/25/00	2699324	03/25/03	Registered
9.	[bottle design]	76153561	10/25/00	2777172	10/28/03	Registered
10.	[bottle design]	76153560	10/25/00	2777171	10/28/03	Registered
11.	[stylized A design]	75219329	12/30/96	2176239	07/28/98	Registered Renewed
12.	[red bottle design]	75205144	11/27/96	2190320	09/22/98	Registered Renewed
13.	[gold bottle design]	75205142	11/27/96	2183428	08/25/98	Registered renewed
14.	10 THE SCIENCE OF TEN	78945009	08/04/06	----	----	Pending Suspended
15.	AGE-CONTROL COMPLEX	78404394	04/19/04	3170233	11/07/06	Registered
16.	ALTERNA	75978161	12/05/95	2243924	05/04/99	Registered

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
17.	ALTERNA	75027247	12/05/95	2410914	12/05/00	Registered
18.	ALTERNA	74703551	07/12/95	2067782	06/03/97	Registered renewed
19.	ALTERNA CAVIAR RAPID REPAIR SPRAY	76520915	06/09/03	2957634	05/31/05	Registered
20.	BECAUSE WATER ISN'T ENOUGH...	75351752	09/04/97	2276538	09/07/99	Cancelled
21.	CAVIAR	77165828	04/25/07	----	----	Pending
22.	CAVIAR	77496358	06/11/08	----	----	Pending
23.	CAVIAR ANTI-AGING	77422241	03/14/08	----	----	Pending
24.	COLOR HOLD	78383632	03/12/04	3402907	03/25/08	Registered
25.	ENZYMETHERAPY	78377856	03/03/04	3075612	04/04/06	Registered
26.	ENZYMETHERAPY	74703205	07/19/95	2074617	06/24/97	Registered
27.	IMAGE411.COM	75938515	03/08/00	2426995	02/06/01	Cancelled
28.	NANOZYME	78376561	03/01/04	----	----	Abandoned
29.	NUTROZYME COMPLEX	76263498	05/25/01	2617597	09/10/02	Registered
30.	RADIANT SMOOTHING LOTION	78839405	03/16/06	3314468	10/16/07	Registered
31.	THE SCIENCE OF SKINCARE FOR HAIR	77324146	11/07/07	3483873	08/12/08	Registered
32.	VOLUME MOLDING CREAM	78839413	03/16/06	3178809	11/28/06	Registered

ALTERNA HOLDINGS CORP. ("Alterna")
CANADIAN TRADEMARKS

No.	Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
1.	ALTERNA	Canada	0836047	02/10/97	TMA524154	03/01/00	Registered
2.	ALTERNA ENZYMETHERAPY	Canada	1091069	03/01/01	TMA571665	12/04/02	Registered
3.	NUTROZYME COMPLEX	Canada	1115466	09/19/01	TMA596091	12/01/03	Registered
4.	CIRCLE DESIGN	Canada	0836045	02/10/97	TMA529790	06/27/00	Registered

ALTERNA HOLDINGS CORP. ("Alterna")
 FOREIGN TRADEMARKS (OTHER THAN CANADA)

No.	Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
1.	[design]	European Community	005590682	12/29/06	005590682	10/10/07	Registered
2.	10 THE SCIENCE OF TEN	European Community	005535596	11/28/06	005535596	09/26/07	Registered
3.	ALTERNA	Australia	7726564	01/29/97	7726564	01/15/98	Registered Renewed
4.	ALTERNA	Austria	N/A	N/A	171,962	10/08/97	Registered
5.	ALTERNA	Bahrain	N/A	N/A	26935	02/06/00	Registered
6.	ALTERNA	Bermuda	N/A	N/A	29096	09/03/97	Registered
7.	ALTERNA	China	3732934	09/25/03	----	----	Pending
8.	ALTERNA	Denmark	N/A	N/A	03088/1998	09/11/98	Registered
9.	ALTERNA	European Community	006684583	02/20/08	----	----	Pending
10.	ALTERNA	Finland	209800	04/30/97	209800	04/30/98	Registered
11.	ALTERNA	France	N/A	N/A	976 75 789	11/14/97	Registered
12.	ALTERNA	Germany	39707072	02/18/97	39707072.1	04/21/97	Registered
13.	ALTERNA	Greece	N/A	N/A	134,400	04/19/99	Registered
14.	ALTERNA	Hungary	N/A	N/A	151 688	04/24/98	Registered
15.	ALTERNA	Ireland	N/A	N/A	204669	02/04/97	Registered
16.	ALTERNA	Israel	N/A	N/A	113,299	06/30/97	Registered

No.	Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
17.	ALTERNA	Italy	N/A	N/A	810027	04/12/00	Registered
18.	ALTERNA	Japan	N/A	N/A	4461070	03/23/01	Registered
19.	ALTERNA	Korea, Republic of	02/07/00	40200000 -5149	495068	06/08/01	Registered
20.	ALTERNA	Malaysia	N/A	N/A	2000-01186	02/10/00	Registered
21.	ALTERNA	Mexico	N/A	N/A	706,604	07/25/01	Registered
22.	ALTERNA	New Zealand	N/A	N/A	272665	02/12/97	Registered
23.	ALTERNA	Norway	N/A	N/A	188118	01/22/98	Registered
24.	ALTERNA	Portugal	N/A	N/A	325,177	08/01/01	Registered
25.	ALTERNA	Singapore	T00/05354J	04/01/00	T00/05354J	02/17/03	Registered
26.	ALTERNA	Spain	N/A	N/A	2073953	01/13/99	Registered
27.	ALTERNA	Sweden	N/A	N/A	327,647	07/24/98	Registered
28.	ALTERNA	Switzerland	N/A	N/A	445,863	11/05/97	Registered
29.	ALTERNA	Taiwan	N/A	N/A	927044	01/31/01	Registered
30.	ALTERNA	Turkey	N/A	N/A	202,299	10/26/98	Registered
31.	ALTERNA	U.K.	2122235	01/30/97	2122235	08/15/97	Registered
32.	ALTERNA Logo	Bahrain	N/A	N/A	TM26936	02/06/00	Registered
33.	ALTERNA Logo	Bermuda	N/A	N/A	29150	09/24/97	Registered
34.	ALTERNA Logo	Germany	39911065	02/25/99	39911065.8	06/11/99	Registered
35.	ALTERNA Logo	Korea, Republic of	02/07/00	40200000 -5150	496332	06/26/01	Registered
36.	ALTERNA Logo	Malaysia	N/A	N/A	2000-01185	02/10/00 (priority) 04/28/03 (reg date)	Registered

No.	Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
37.	ALTERNA Logo	Singapore	T00/05353B	04/01/00	T00/05353B	05/21/01	Registered
38.	ALTERNA Logo	Taiwan	N/A	N/A	929700	02/15/01	Registered
39.	ALTERNA Logo	Turkey	N/A	N/A	202533	10/26/98	Registered
40.	ALTERNA Logo	U.K.	2141962	08/13/97	2141962	02/06/98	Registered
41.	CAVIAR	European Community	007333396	10/22/08	----	----	Pending
42.	ENZYMETHERAPY	Bermuda	N/A	N/A	29151	09/29/97	Registered
43.	ENZYMETHERAPY	U.K.	2141961	08/13/97	2141961	08/13/97	Registered
44.	ENZYMETHERAPY WITH DESIGN	Germany	39967644	10/28/99	39967644.1	04/18/00	Registered
45.	NUTROZYME COMPLEX	European Community	002357853	08/30/01	002357853	03/28/03	Registered

TRADEMARK

RECORDED: 03/24/2009

REEL: 003957 FRAME: 0734