

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
New Chapter, Inc.		06/01/2009	CORPORATION: DELAWARE
New Charter Distribution, Inc.		06/01/2009	CORPORATION: DELAWARE
Nature's Insight, Inc.		06/01/2009	CORPORATION: VERMONT

RECEIVING PARTY DATA

Name:	Brown Brothers Harriman & Co., as Administrative Agent
Street Address:	40 Water Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	1941863	DAILY GINGER
Registration Number:	1908690	GINGER WONDER SYRUP
Registration Number:	1897277	ALL-FLORA
Registration Number:	1848485	LIFE SHIELD
Registration Number:	1828013	NEW CHAPTER
Registration Number:	1828014	EVERY MAN
Registration Number:	1985716	EVERY WOMAN
Registration Number:	2436785	NEUROZYME
Registration Number:	2441616	ESTROTONE
Registration Number:	2339160	BROCCOLIVE
Registration Number:	2483381	PROSTATE 5LX
Registration Number:	2904014	BERRY GREEN

OP \$1665.00 1941863

Registration Number:	2833159	VOLCANIC ORGANIC
Registration Number:	2598653	ZYFLAMEND
Registration Number:	2511145	ZYFLAMEND
Registration Number:	3069336	NEW CHAPTER ORGANICS
Registration Number:	3032884	LIFE SUSTAINING LIFE
Registration Number:	3129609	SMOKESHIELD
Registration Number:	3188246	LYCOPOM
Registration Number:	3217793	MYCOMEND
Registration Number:	3233018	LIVER FORCE
Registration Number:	3264205	CINNAMON FORCE
Registration Number:	3264206	TURMERIC FORCE
Registration Number:	3267649	PERFECT PRENATAL
Registration Number:	3306380	GINGER FORCE
Registration Number:	3306381	RHODIOLA FORCE
Registration Number:	3306132	HEADACHE TAKE CARE
Registration Number:	3356977	BLOOD PRESSURE TAKE CARE
Registration Number:	3356975	SINUS TAKE CARE
Registration Number:	3356976	STRESS TAKE CARE
Registration Number:	3356974	MOOD TAKE CARE
Registration Number:	3410439	NEW CHAPTER
Registration Number:	3422013	BONE STRENGTH TAKE CARE
Registration Number:	3427850	BLOCKADE
Registration Number:	3489899	NEW CHARTER DISTRIBUTION
Registration Number:	3535154	THE WHOLE TRUTH
Registration Number:	3544965	EVERYKID
Registration Number:	3544969	EVERY ID
Registration Number:	3551554	IMMUNITY TAKE CARE
Registration Number:	3551583	SEEK THE TRUTH
Registration Number:	3595258	PURPLE LOVES GREEN
Registration Number:	3600006	URINARY TRACT TAKE CARE
Registration Number:	3604146	CANDIDA TAKE CARE
Registration Number:	3604145	HISTAMINE TAKE CARE
Serial Number:	77121919	TEA FORCE
Serial Number:	77565822	DART IMMUNE
Serial Number:	77565858	DART CANDIDA

Serial Number:	77003049	WHOLEMEGA
Serial Number:	77000334	CONSCIOUS NOURISHMENT
Serial Number:	77000342	SUPPLEMENTAL FOOD
Serial Number:	77526309	MATEFORCE
Serial Number:	77392009	CHOLESTEROL TAKE CARE
Serial Number:	77392004	JOINT TAKE CARE
Serial Number:	77391997	CARDIO TAKE CARE
Serial Number:	77391990	PROSTATE TAKE CARE
Serial Number:	77276164	EVERYONE
Serial Number:	77276157	EVERYONE'S
Serial Number:	77246169	BLOOD SUGAR TAKE CARE
Serial Number:	77653545	BONESHIELD
Serial Number:	77009239	MOMEGA
Serial Number:	77713162	TAKE CARE
Serial Number:	77318190	BOTANI-CAL COMPLEX
Serial Number:	77125237	PERFECT EARS
Serial Number:	77092270	VAGINAL TAKE CARE
Serial Number:	77246179	PERFECT PREBIOTIC
Registration Number:	2672728	SUPERCritical PHARMACY

CORRESPONDENCE DATA

Fax Number: (617)502-5162
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172485000
Email: kschoff@choate.com
Correspondent Name: Choate, Hall & Stewart LLP
Address Line 1: Two International Place
Address Line 2: Attn: Kell L. Schoff
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2009139-0001
NAME OF SUBMITTER:	Kell L. Schoff
Signature:	/Kell L. Schoff/
Date:	06/02/2009

Total Attachments: 47
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 1, 2009, is entered into by and among NEW CHAPTER, INC., a Delaware corporation (the “**Borrower**”), each of the Subsidiaries of the Borrower listed under the caption “SUBSIDIARY GUARANTORS” on the signature pages hereto and each Subsidiary of the Borrower from time to time party hereto (hereinafter, collectively, the “**Subsidiary Guarantors**”, and together with the Borrower and its successors in title and assigns, the “**Grantors**”), and BROWN BROTHERS HARRIMAN & CO., as administrative agent for the benefit of Secured Parties (hereinafter, the “**Administrative Agent**”).

Statement of Facts

A. Pursuant to the Credit Agreement, dated as of the date hereof, by and among the Borrower, the Subsidiary Guarantors, the several financial institutions from time to time party to the Credit Agreement as Lenders thereunder, and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the “**Credit Agreement**”), the Lenders have agreed to make Loans to the Borrower.

B. In order to induce the Lenders to make Loans to the Borrower upon the terms and subject to the conditions contained in the Credit Agreement, the Grantors have agreed, upon the terms contained in the Credit Agreement and the Security Agreement referred to below, to grant to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all Intellectual Property of the Grantors in order to secure all of the Obligations.

C. The Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Grantors pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of the date hereof, by and among the Borrower, the Subsidiary Guarantors, and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the “**Security Agreement**”).

D. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantors have agreed to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors jointly and severally hereby absolutely, unconditionally and irrevocably agree with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property”** shall mean all of the rights, title and interests of the Grantors in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including all of its trademarks and all trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantors connected with the use of, or otherwise symbolized by, each Mark (including each trademark and trademark license), Patent, Patent license, Copyright and Copyright License;

(v) all Trade Secret Rights, all Works, Imprints, Manuscripts, URLs and all other Intellectual Property; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantors against third parties for past, present or future (A) infringement or dilution of any Mark, including any trademark or trademark licensed under any trademark license, (B) injury to any goodwill associated with any Mark, including any trademark or any trademark licensed under any trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license, or (G) violation of any Trade Secret Rights or any other Intellectual Property.

(b) **“Credit Agreement”** and **“Security Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(c) **“Obligations”** shall mean any and all of the Secured Obligations and Guaranteed Obligations (each as is defined in the Credit Agreement).

(d) **“UCC”** shall mean the Uniform Commercial Code, as enacted and in effect from time to time in The Commonwealth of Massachusetts.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC, to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement,

restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.**

(a) To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantors hereby grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantors to, in and under all of the Intellectual Property.

(b) Without limiting the generality of the foregoing, the security interest and Lien granted pursuant to paragraph (a) above shall not attach to any United States Mark application that has been filed on an "intent to use" basis with the United States Patent and Trademark Office until such time as an allegation of use is filed with the United States Patent and Trademark Office with respect to such Mark application, at which time such security interest and Lien shall automatically attach to such Mark application pursuant to the terms of this Intellectual Property Security Agreement and the Security Agreement. To the extent such attachment does not occur automatically by operation of law or by the terms of the Security Agreement or this Intellectual Property Security Agreement, the Grantors shall provide all assistance and cooperation reasonably requested by the Administrative Agent to effectuate such attachment and record such security interest and Lien with the United States Patent and Trademark Office.

3. **Representations and Warranties.** The Grantors represent and warrant to the Administrative Agent that, as of the Closing Date, the Grantors do not have any ownership interest in, or title to, any registered Mark, Mark application, Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Administrative Agent on, the Grantors' Marks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantors.

4. **Security Agreement.** The security interests and Liens granted by the Grantors to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantors to the Administrative Agent pursuant to the Security Agreement. The Grantors and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be

treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

5. **Additional Grantors.** Additional Subsidiaries of the Borrower (“**Additional Grantors**”) may from time to time hereafter become parties to and bound by this Intellectual Property Security Agreement by executing a counterpart hereof, or (alternatively) by executing a supplement to this Agreement or a joinder agreement, (in each case) in form and substance reasonably satisfactory to the Administrative Agent, and there shall be no need to re-execute, amend or restate this Agreement in connection therewith. Upon such execution and delivery of this Agreement by any Additional Grantor, such Additional Grantor shall be deemed to have made the representations and warranties set forth in this Agreement, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Agreement as of the date hereof, and the Administrative Agent shall be entitled to all of the benefits of such Additional Grantor’s Obligations hereunder.

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantors for liquidation or reorganization, should the Grantors become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantors’ assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Credit Agreement.

8. **Termination.** Subject always to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantors, promptly execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the termination of the security interest in and

Lien upon all of the rights, title and interests of the Grantors to, in and under all of the Intellectual Property created hereby.

9. **Choice of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. THE ADMINISTRATIVE AGENT AND EACH OF THE GRANTORS ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR FINANCING DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER FINANCING DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 12.09 OR SECTION 12.10 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

10. **Expenses.** In the event that the Grantors shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Financing Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantors, and the Grantors shall reimburse the Lenders for all of the reasonable costs and expenses thereof on demand by the Administrative Agent.

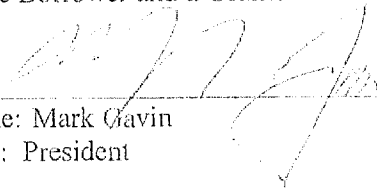
11. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document shall be as effective as delivery of manually executed counterparts of this Intellectual Property Security Agreement.

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IN WITNESS WHEREOF, the Grantors have caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

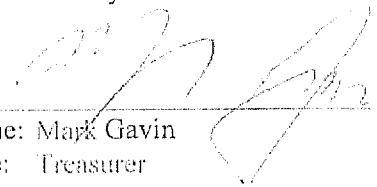
BORROWER:

NEW CHAPTER, INC.
as the Borrower and a Grantor

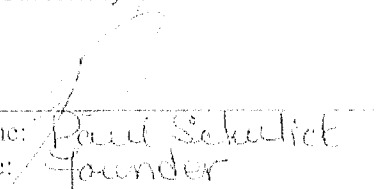
By: 
Name: Mark Gavin
Title: President

SUBSIDIARY GUARANTORS:

NEW CHARTER DISTRIBUTION, INC.
as a Subsidiary Guarantor and a Grantor

By: 
Name: Mark Gavin
Title: Treasurer


NATURE'S INSIGHT, INC.
as a Subsidiary Guarantor and a Grantor

By: 
Name: Paul Schlicht
Title: Founder

ADMINISTRATIVE AGENT:

BROWN BROTHERS HARRIMAN & CO.
as Administrative Agent

By: _____


Name: John D. Rogers

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 003997 FRAME: 0945

**SCHEDULES TO
IP SECURITY AGREEMENT**

[Signature Page to Perfection Certificate]

**TRADEMARK
REEL: 003997 FRAME: 0946**

SCHEDULE I
TRADEMARKS; TRADEMARK LICENSES

[All of the Borrower's or Subsidiaries' Marks, including all of its trademarks and all trademark licenses to which it is a party].

See Attached.

Schedule I – Trademarks

New Chapter, Inc.


United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
DAILY GINGER®	Dietary supplement, namely herbal tinctures and capsules containing ginger, in Int'l Class 05	1,941,863 (December 12, 1995)	New Chapter, Inc.	• Renewed • Sections 8 & 9 Renewal due <u>12/12/15</u>
GINGER WONDER SYRUP®	Concentrated ginger and honey syrup, in Int'l Class 30	1,908,690 (August 1, 1995)	New Chapter, Inc.	• Renewed • Sections 8 & 9 Renewal due <u>8/1/15</u>
ALL-FLORA®	Food supplements, in Int'l Class 05	1,897,277 (June 6, 1995)	New Chapter, Inc.	• Renewed • Sections 8 & 9 Renewal due <u>6/6/15</u>
LIFE-SHIELD®	Nutritional/dietary food Supplements, in Int'l Class 05	1,848,485 (August 9, 1994)	New Chapter, Inc.	• Renewed • Sections 8 & 9 Renewal due <u>8/9/14</u>
NEW CHAPTER®	Food supplements, in Int'l Class 05	1,828,013 (March 29, 1994)	New Chapter, Inc.	• Renewed • Sections 8 & 9 Renewal due <u>3/29/14</u>
EVERY MAN®	Food supplements, in Int'l Class 05	1,828,014 (March 29, 1994)	New Chapter, Inc.	• Renewed • Sections 8 & 9 Renewal due <u>3/29/14</u>

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
EVERY WOMAN®	Dietary supplements, namely tablets containing vitamins, minerals, herbs and food supplements, in Int'l Class 05	1,985,716 (July 9, 1996)	New Chapter, Inc.	<ul style="list-style-type: none"> • Renewed • Sections 8 & 9 Renewal due <u>7/9/16</u>
NEUROZYME®	Food, dietary and nutritional supplements, in Int'l Class 05	2,436,785 (March 20, 2001)	New Chapter, Inc.	<ul style="list-style-type: none"> • Renewed • Sections 8 & 9 Renewal due <u>3/20/11</u>
ESTROTONE®	Dietary and nutritional supplements, in Int'l Class 05	2,441,616 (April 3, 2001)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 9 Renewal due <u>4/3/11</u>
BROCCOLIVE 	Dietary and food supplements containing broccoli sprouts, in Int'l Class 05	2,339,160 (April 4, 2000)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 9 Renewal due <u>4/4/10</u> • Mark currently used in different form. May file new application
PROSTATE 5LX®	Dietary and nutritional supplements, in Int'l Class 05	2,483,381 (August 28, 2001)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 9 Renewal due on <u>8/28/11</u>

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
BERRY GREEN®	Soft drink powder, in Int'l Class 32	2,904,014 (November 16, 2004)	New Chapter, Inc.	• Registered • Sections 8 & 15 Declaration due <u>11/16/10</u>
VOLCANIC ORGANIC®	Dietary supplements, dietary supplement tonics, and dietary supplements comprising mushrooms, in Int'l Class 05	2,833,159 (April 13, 2004)	New Chapter, Inc.	• Registered • Sections 8 & 9 Renewal due <u>4/13/14</u>
ZYFLAMEND®	Food, dietary and nutritional supplements, in Int'l Class 05	2,598,653 (July 23, 2002)	New Chapter, Inc.	• Registered • Sections 8 & 9 Renewal due <u>7/23/12</u>
ZYFLAMEND®	Cosmetics, namely skin lotion and skin cream, in Int'l Class 03	2,511,145 (November 20, 2001)	New Chapter, Inc.	• Registered • Sections 8 & 9 Renewal App due <u>11/20/11</u>
NEW CHAPTER ORGANICS®	Dietary and nutritional supplements, in Int'l Class 05	3,069,336 (March 14, 2006)	New Chapter, Inc.	• Registered • Sections 8 & 15 Declaration due <u>3/14/12</u>
LIFE SUSTAINING LIFE®	Dietary supplements and dietary supplement tonics, in Int'l Class 05	3,032,884 (December 20, 2005)	New Chapter, Inc.	• Registered • Sections 8 & 15 Declaration due <u>12/20/11</u>

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
SMOKESHIELD®	Vitamins and dietary supplements, in Int'l Class 05	3,129,609 (August 15, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>8/15/12</u>
LYCOPOM®	Vitamins and dietary supplements, in Int'l Class 05	3,188,246 (December 19, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/19/16</u>
MYCOMEND®	Vitamins and dietary supplements, in Int'l Class 05	3,217,793 (March 13, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>3/13/12</u>
LIVER FORCE®	Vitamins and dietary supplements, in Int'l Class 05	3,233,018 (April 24, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>4/24/13</u>
CINNAMON FORCE®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,264,205 (July 17, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>7/17/13</u>

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
TURMERIC FORCE®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,264,206 (July 17, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>7/17/13</u>
PERFECT PRENATAL®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,267,649 (July 24, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>7/24/13</u>
GINGER FORCE®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,306,380 (October 9, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>10/9/13</u>
RHODIOLA FORCE®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,306,381 (October 9, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>10/9/13</u>
HEADACHE TAKE CARE®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,306,132 (October 9, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>10/9/13</u>

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
BLOOD PRESSURE TAKE CARE®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,356,977 (December 18, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/18/13</u>
SINUS TAKE CARE®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,356,975 (December 18, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/18/13</u>
STRESS TAKE CARE®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,356,976 (December 18, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/18/13</u>
MOOD TAKE CARE®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,356,974 (December 18, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/18/13</u>
NEW CHAPTER®	Nutritional drinks and drink mixes for use as a meal replacer and nutritional supplement; and herbal teas for medicinal purposes, in Int'l Class 05	3,410,439 (April 8, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>4/8/14</u>

Schedule I – Trademarks

New Chapter, Inc.


United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
BONE STRENGTH TAKE CARE®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,422,013 (May 6, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>5/6/14</u>
BLOCKADE®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,427,850 (May 13, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>5/13/14</u>
NEW CHARTER DISTRIBUTION®	Distributorship services featuring vitamins and dietary and nutritional supplements; retail store services provided via the Internet, television and mail order featuring vitamins and nutritional and dietary supplements, in Int'l Class 035	3,489,899 (August 19, 2008)	New Chapter, Inc. (New Charter Distribution, Inc.)	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>8/19/14</u>
THE WHOLE TRUTH®	Vitamins; dietary and nutritional supplements, in Int'l Class 05	3,535,154 (November 18, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>11/18/14</u>
EVERYKID®	Vitamins; dietary and nutritional supplements, in Int'l Class 05	3,544,965 (December 9, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/9/14</u>

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
	Vitamins; dietary and nutritional supplements, in Int'l Class 05	3,544,969 (December 9, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/9/14</u>
IMMUNITY TAKE CARE®	Vitamins; dietary and nutritional supplements, in Int'l Class 05	3,551,554 (December 23, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/23/14</u>
SEEK THE TRUTH®	Vitamins; dietary and nutritional supplements, in Int'l Class 05	3,551,583 (December 23, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>12/23/14</u>
PURPLE LOVES GREEN®	Vitamins; nutritional and dietary supplements, in Int'l Class 05	3,595,258 (March 24, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>3/24/15</u>
URINARY TRACT TAKE CARE®	Vitamins; dietary and nutritional supplements, in Int'l Class 05	3,600,006 (March 31, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due <u>3/31/15</u>

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
CANDIDA TAKE CARE®	Vitamins; dietary and nutritional supplements, in Int'l Class 05	3,604,146 (April 7, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due 4/7/15
HISTAMINE TAKE CARE®	Vitamins; dietary and nutritional supplements, in Int'l Class 05	3,604,145 (April 7, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due 4/7/15
TEA FORCE™	Vitamins; nutritional and dietary supplements, in Int'l Class 05	77/121,919 (March 5, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 2nd RQ Ext due 5/20/09 • SOU filed on 4/22/09 and pending with PTO
DART IMMUNE™	Vitamins; dietary and nutritional supplements, in Int'l Class 05	77/565,822 (September 9, 2008)	New Chapter, Inc. (NewMark)	<ul style="list-style-type: none"> • Published for opposition on 2/24/2009
DART CANDIDA™	Vitamins; dietary and nutritional supplements, in Int'l Class 05	77/565,858 (September 9, 2008)	New Chapter, Inc. (NewMark)	<ul style="list-style-type: none"> • Published for opposition on 2/24/2009

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
WHOLEMEGA™	Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU)	77/003,049 (September 20, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 3d RQ Ext due <u>7/24/09</u>
CONSCIOUS NOURISHMENT™	Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU)	77/000,334 (September 15, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 4th RQ Ext due <u>7/24/09</u>
SUPPLEMENTAL FOOD™	Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU)	77/000,342 (September 15, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 3d RQ Ext due <u>7/29/09</u>
MATEFORCE™	Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU)	77/526,309 (July 18, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 1st RQ Ext due <u>7/13/09</u>
CHOLESTEROL TAKE CARE™	Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU)	77/392,009 (February 8, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 2d RQ Ext due <u>9/23/09</u>
JOINT TAKE CARE™	Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU)	77/392,004 (February 8, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 2d RQ Ext due <u>9/23/09</u>
CARDIO TAKE CARE™	Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU)	77/391,997 (February 8, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 2d RQ Ext due <u>9/23/09</u>
PROSTATE TAKE CARE™	Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU)	77/391,990 (February 8, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 2d RQ Ext due <u>9/23/09</u>

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
EVERYONE™	Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU)	77/276,164 (September 11, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 3d RQ Ext due <u>10/15/09</u>
EVERYONE ^{STM}	Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU)	77/276,157 (September 11, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 3d RQ Ext due <u>10/15/09</u>
BLOOD SUGAR TAKE CARE™	Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU)	77/246,169 (August 3, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 3rd RQ Ext due <u>11/20/09</u>
BONESHIELD™	Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU)	77/653,545 (January 21, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> • Published for opposition on 4/15/2009
MOMEGA™	Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU)	77/009,239 (September 28, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Suspended on 2/6/07 pending final disposition of 78/549,077
TAKE CARE™	Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU)	77/713,162 (April 14, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> • Awaiting initial response

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
BONTANI-CAL COMPLEX™	Vitamins; dietary and nutritional supplements, in Int'l Class 05 (ITU)	77/318,190 (October 31, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • 2d Office Action issued 10/9/08 • Response to 2d OA due on or before 4/9/09 • Client instructs abandonment on 2/23/09
PERFECT EARS™	Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU)	77/125,237 (March 8, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 2st RQ Ext due <u>5/27/09</u> • Client instructs abandonment on 11/25/08
VAGINAL TAKE CARE™	Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU)	77/092,270 (January 26, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 3rd RQ Ext due <u>4/16/09</u> • Client instructs abandonment on 3/27/09

Schedule I – Trademarks

New Chapter, Inc.

United States Trademarks (as of April 28, 2009)

Trademark	Goods/Services (Int'l Cl. No.)	Serial No./Registration No. (Filing/Registration Date)	Owner	Status
PERFECT PREBIOTIC™	Vitamins; nutritional and dietary supplements, in Int'l Class 05 (ITU)	77/246,179 (August 3, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed • SOU or 2nd RQ Ext due 5/20/09 • Client instructs abandonment on 4/20/09
SUPERCRITICAL PHARMACY®	Food, dietary and nutritional supplements, in Int'l Class 05	2,672,728 (January 7, 2003)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Sections 8 & 15 Declaration due 1/7/09 (7/7/09, including grace period) • Client instructs cancellation on 7/9/08

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

Mark	Int'l Cl.	Country	Serial No./Registration No. (Filing/Issue Date)	Owner of Record	Status
NEWCHAPTER and Design®	1, 3, 5, 29, 30	France	03 03211852 (February 18, 2003)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 2/18/13
NEWCHAPTER and Design®	1, 3, 5, 29, 30	United Kingdom	2322439 (February 1, 2003)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 1/2/13
NEW CHAPTER and Design®	1, 3, 5, 29, 30	Ireland	228269 (June 23, 2003)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 6/23/13
ZYFLAMEND®	5	International Register (DE, BX)	736417 (June 8, 2000)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 6/8/10
ESTROTONE®	5	International Register (DE, BX)	735950 (June 8, 2000)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 6/8/10
ESTROTONE®	5	Switzerland	473218 (June 8, 2000)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 2/24/10
ZYFLAMEND®	5	Switzerland	473217 (February 24, 2000)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 2/24/10
NEW CHAPTER®	5, 29, 30	European Community	005473178 (February 19, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 11/15/16

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

Mark	Int'l Cl.	Country	Serial No./Registration No. (Filing/Issue Date)	Owner of Record	Status
ZYFLAMEND®	5	European Community	002955904 (September 14, 2004)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 12/9/12
ZYFLAMEND®	5, 29, 30	European Community	005473087 (November 15, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 11/15/16
SMOKESHIELD™	5	European Community	81271983 (February 26, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> • To be published for opposition
NEW CHAPTER®	5	S. Korea	40-0726562 (October 24, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 10/24/17
NEW CHAPTER®	29	S. Korea	40-0726556 (October 24, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 10/24/17
NEW CHAPTER®	30	S. Korea	40-0736937 (February 12, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 2/12/18
ZYFLAMEND®	5	S. Korea	40-0582390 (May 12, 2004)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 5/12/14
ZYFLAMEND®	29	S. Korea	40-0726564 (October 24, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 10/24/17

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

Mark	Int'l Cl.	Country	Serial No./Registration No. (Filing/Issue Date)	Owner of Record	Status
ZYFLAMEND®	30	S. Korea	40-0736937 (February 12, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 2/12/18
NEW CHAPTER ORGANICS®	5	S. Korea	40-0740934 (March 18, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 3/18/18
NEW CHAPTER ORGANICS®	29	S. Korea	40-2007-0013492 (March 13, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 7/1/18
NEW CHAPTER ORGANICS®	30	S. Korea	40-0740935 (March 18, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 3/18/18
ZYFLAMEND®	5	Japan	4658128 (April 4, 2003)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 4/4/13
NEW CHAPTER®	5	Japan	4658125 (April 4, 2003)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 4/4/13
SMOKESHIELD®	5	Japan	4658126 (April 4, 2003)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 4/4/13
NEW CHAPTER®	29	Japan	5090042 (November 9, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 11/9/17

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

Mark	Int'l Cl.	Country	Serial No./Registration No. (Filing/Issue Date)	Owner of Record	Status
NEW CHAPTER®	30	Japan	5098147 (December 14, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 12/14/17
ZYFLAMEND®	29	Japan	5090041 (November 9, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 11/9/17
ZYFLAMEND®	30	Japan	5098146 (December 14, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 12/14/17
NEW CHAPTER®	32	Taiwan	01278229 (November 22, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 8/31/17
NEW CHAPTER®	5	Taiwan	01279341 (September 15, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 9/15/17
ZYFLAMEND®	5	Taiwan	01069513 (December 1, 2003)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 11/30/13
ZYFLAMEND®	32	Taiwan	01278230 (September 1, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 8/31/17
NEW CHAPTER®	5, 29, 30	Hong Kong	300763452 (November 20, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on 11/19/16

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

Mark	Int'l Cl.	Country	Serial No./Registration No. (Filing/Issue Date)	Owner of Record	Status
ZYFLAMEND®	5, 29, 30	Hong Kong	300763443 (November 20, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on 11/19/16
SMOKESHIELD®	5	Hong Kong	301040985 (January 28, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on 1/27/18
ZYFLAMEND®	5	China	3439089 (October 14, 2003)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 10/13/13
ZYFLAMEND™	30	China	5729051 (November 17, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Notice of Correction issued • FA Instructed and response filed
SMOKE SHIELD™	5	China	4996373 (November 11, 2005)	New Chapter, Inc.	<ul style="list-style-type: none"> • Office Action issued 12/1/08 • Appeal filed 12/19/08 and pending
NEW CHAPTER®	[5, 29, 30]	Canada	TMA 702,848 (December 11, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 12/11/22
ZYFLAMEND®	[5, 29, 30]	Canada	TMA 703,370 (December 18, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 12/18/22

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

Mark	Int'l Cl.	Country	Serial No./Registration No. (Filing/Issue Date)	Owner of Record	Status
TURMERIC FORCE®	[5]	Canada	TMA 702,130 (November 30, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due 11/30/22
CINNAMON FORCE®	[5]	Canada	TMA 700,546 (November 9, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on 11/9/22
SMOKESHIELD®	[5]	Canada	TMA 718,133 (July 9, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on 7/9/23
MULTI FOR 2®	[5]	Canada	TMA 727,300 (October 29, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on 10/29/23
MULTI FOR TWO®	[5]	Canada	TMA 727,293 (October 29, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on 10/29/23
PURPLE LOVES GREEN™	[5]	Canada	1,318,276 (September 28, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed for Registration • Declaration of Use due before September 28, 2009
WHOLEMEGA™	[5]	Canada	1,318,578 (October 2, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed for Registration • Declaration of Use due before October 2, 2009

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

Mark	Int'l Cl.	Country	Serial No./Registration No. (Filing/Issue Date)	Owner of Record	Status
CHEWABLE CHILDREN™	[5]	Canada	1,318,576 (September 28, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed for Registration • Declaration of Use due before October 2, 2009
FLORALL™	[5]	Canada	1,350,091 (June 4, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed for Registration • Declaration of Use due before June 4, 2010
FlorALL™	[5]	Canada	1,350,090 (June 4, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed for Registration • Declaration of Use due before June 4, 2010
KINDER CARE™	[5]	Canada	1,371,534 (November 13, 2007)	New Chapter, Inc.	<ul style="list-style-type: none"> • Allowed for Registration • Declaration of Use due before Nov. 13, 2010
MOMEGA™	[5]	Canada	1,318,576 (October 2, 2006)	New Chapter, Inc.	<ul style="list-style-type: none"> • Office Action Issued • OA Response filed in December 2008 and pending with CIPO

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

Mark	Int'l Cl.	Country	Serial No./Registration No. (Filing/Issue Date)	Owner of Record	Status
NEW CHAPTER®	5	Costa Rica	174240 (May 9, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on May 9, 2018
NEW CHAPTER®	29	Costa Rica	174241 (May 9, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on May 9, 2018
NEW CHAPTER®	30	Costa Rica	174988 (May 16, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on May 16, 2018
ZYFLAMEND®	5	Costa Rica	174669 (May 16, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on May 16, 2018
ZYFLAMEND®	29	Costa Rica	174670 (May 16, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on May 16, 2018
ZYFLAMEND®	30	Costa Rica	178608 (August 11, 2008)	New Chapter, Inc.	<ul style="list-style-type: none"> • Registered • Renewal due on August 11, 2018
NEW CHAPTER™	5	Australia	1289814 (March 16, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> • Awaiting initial response
ZYFLAMEND™	5	Australia	1289815 (March 16, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> • Awaiting initial response
NEW CHAPTER™	5	New Zealand	803638 (March 13, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> • Published on April 30, 2009 (3 mo. period)

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

Mark	Int'l Cl.	Country	Serial No./Registration No. (Filing/Issue Date)	Owner of Record	Status
ZYFLAMEND™	5	New Zealand	803637 (March 13, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> Published on April 30, 2009 (3 mo. period)
NEW CHAPTER™	5	Thailand	724544 (March 16, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> Awaiting initial response
ZYFLAMEND™	5	Thailand	724545 (March 16, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> Awaiting initial response
NEW CHAPTER™	5, 29, 30	Singapore	T09027901 (March 17, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> Awaiting initial response
ZYFLAMEND™	5, 29, 30	Singapore	T09027901 (March 17, 2009)	New Chapter, Inc.	<ul style="list-style-type: none"> Awaiting initial response
NEW CHAPTER™	5	Malaysia	(March 16, 2009) 09004122	New Chapter, Inc.	<ul style="list-style-type: none"> Awaiting initial response
ZYFLAMEND™	5	Malaysia	(March 16, 2009) 09004123	New Chapter, Inc.	<ul style="list-style-type: none"> Awaiting initial response
ALLFLORA®	5	Japan	4658130 (April 4, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 4/4/13
TUMERICFORCE®	5	Japan	4716391 (October 10, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 10/10/13

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

Mark	Int'l Cl.	Country	Serial No./Registration No. (Filing/Issue Date)	Owner of Record	Status
GINGERFORCE®	5	Japan	4716392 (October 10, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 10/10/13
TRANQUILNITE®	5	Japan	4658127 (April 4, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 4/4/13
STRESS SUPPORT®	5	Japan	4658129 (April 4, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 4/4/13
BREAST BASICS®	5	Japan	4708510 (September 12, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 9/12/13
ONE MAN®	5	Japan	4716393 (October 10, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 10/10/13
LIFE FORCE®	5	Japan	4742013 (January 23, 2004)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 1/23/14
HOLY BASIL®	5	Japan	4658131 (April 4, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 4/4/13
ALCOHOL SHIELD®	5	Japan	4658132 (April 4, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 4/4/13

New Chapter, Inc.

Foreign Trademarks (as of April 28, 2009)

Mark	Int'l Cl.	Country	Serial No./Registration No. (Filing/Issue Date)	Owner of Record	Status
ALL MAN®	5	Japan	4732467 (December 12, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 12/12/13
ALL WOMAN®	5	Japan	4708511 (September 12, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 9/12/13
SMOG GUARD®	5	Japan	4694005 (July 25, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 7/25/13
SMOG GUARD® (Katakana)	5	Japan	4702425 (August 22, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 8/22/13
SMOG SHIELD®	5	Japan	4694006 (July 25, 2003)	Noosphere, LLC*	<ul style="list-style-type: none"> Registered Renewal due 7/25/13

* Assignment from Noosphere, LLC to New Chapter, Inc. not recorded with Japanese Patent Office

**SCHEDULE II
PATENTS; PATENT LICENSES**

[All of the Borrower's or Subsidiaries' Patents and all Patent licenses to which it is a party].

See Attached.

New Chapter Inc.
SmokeShield® U.S. Patents

Patent No. (Nath Ref.)	Issue Date	Expiration Date	Subject Matter	Assignment Information
7,041,321	05/09/2006	01/22/2022	Dual extraction method	Recorded: 07/12/2004 Reel: 014844 Frame: 0451 (from parent case)
6,982,099	01/03/2006	01/30/2022	Method for effecting smoke detoxification	Recorded: 07/12/2004 Reel: 014844 Frame: 0451 (from parent case)
6,827,951	12/07/2004	01/30/2022	Composition for effecting smoke detoxification in a patient comprising extracts of turmeric	Recorded: 07/12/2004 Reel: 014844 Frame: 0451

New Chapter Inc.
Foreign Patent Applications Related to SmokeShield® Product

Patent Application No.	Country	Subject Matter
2002235480	Australia	Composition and method for smoke detoxification
Australian Patent No. 2002235480		
2,437,731	Canada	Composition and method for smoke detoxification
02804729.5	China	Composition and method for smoke detoxification
200510106326.3	China	Dual Extraction Method
02702095.7	Europe	Composition and method for smoke detoxification
04103803.7	Hong Kong	Composition and method for smoke detoxification
Hong Kong Patent No. HK1060834		
2002-563787	Japan	Composition and method for smoke detoxification

Patent Application No.	Country	Subject Matter
10-2003-7010455	South Korea	Composition and method for smoke detoxification
200304551-5 Singapore Patent No. 98770	Singapore	Composition and method for smoke detoxification
91102519	Taiwan	Composition and method for smoke detoxification

New Chapter Inc.
U.S. Patent Applications Related to Zyflamend® Product

Patent Application Serial No.	Filing Date	Inventors	Subject Matter	Assignment Information
11/225,895 (25356U)	09/14/2005	Thomas Newmark Mladen Golubic Paul Schulick	Treating glioblastoma with herbal compositions	Recorded: 12/29/05 To New Chapter: Reel: 017150 Frame: 0959 To Cleveland Clinic: Reel: 017150 Frame: 0969

Patent Application Serial No.	Filing Date	Inventors	Subject Matter	Assignment Information
11/452,246 (26831U)	06/14/2006	Thomas Newmark Paul Schulick Robert Newman B. Aggarwal	Treating various cancers by modulation of NF-(kappa)B	Recorded: 11/21/06 To New Chapter: Reel: 018546 Frame: 0234 To MD Anderson: Reel: 018561 Frame: 0929 Filed
11/979,779 (27784U)	11/08/2007	Thomas Newmark Robert Newman Peiyang Yang Paul Schulick	Methods of treating oral cancers with herbal compositions	
12/318,388 (25826Y2)	12/29/2008	Thomas Newmark Paul Schulick Aaron Katz	Method for treating prostate cancer with herbal compositions	Recorded: 05/14/2004 Reel: 014633 Frame: 0504 (from parent case)

Patent Application Serial No.	Filing Date	Inventors	Subject Matter	Assignment Information
12/318,389 (26831Y)	12/29/2008	Thomas Newmark Paul Schulick Robert Newman B. Aggarwal	Treating various cancers by modulation of NF-(kappa)B	Recorded: 11/21/06 To New Chapter: Reel: 018546 Frame: 0234 To MDAnderson: Reel: 018561 Frame: 0929 (from parent case)

New Chapter Inc.
U.S. Patents Related to Zyflamend® Product

Patent No. (Nath Ref.)	Issue Date	Expiration Date	Subject Matter	Assignment Information
7,470,440	12/30/2008	12/03/2023	Methods for treating prostate cancer with herbal compositions	Recorded: 05/14/2004 Reel: 014633 Frame: 0504
7,070,816	07/04/2006	12/03/2023	Methods of treating P.I.N. using herbal compositions	Recorded: 05/14/2004 Reel: 014633 Frame: 0485
7,067,159	06/27/2006	12/03/2023	Methods of treating prostate cancer using herbal compositions	Recorded: 05/14/2004 Reel: 014633 Frame: 0504
6,387,416	05/14/2002	04/05/2021	Anti-inflammatory herbal compositions	Recorded: 12/21/2001 Reel: 012391 Frame: 0069

Patent No. (Nath Ref.)	Issue Date	Expiration Date	Subject Matter	Assignment Information
6,264,995	07/24/2001	02/25/2020	Herbal compositions for reducing inflammation and methods of using herbal compositions	Recorded: 12/21/2001 Reel: 012391 Frame: 0069

**New Chapter Inc.
Foreign Patent Applications Related to Zylfamend® Product**

Patent Application No.	Country	Subject Matter
2002257094 Australian Patent No.: 2002257094	Australia	Improved anti- inflammatory herbal composition and method of use
2,442,964	Canada	Improved anti- inflammatory herbal composition and method of use
02807688.5 Chinese Patent No. ZL0287688.5	China	Improved anti- inflammatory herbal composition and method of use
02726677.4	Europe	Improved anti- inflammatory herbal composition and method of use
04107127.7	Hong Kong	Improved anti- inflammatory herbal composition and method of use
2002-578730	Japan	Improved anti- inflammatory herbal composition and method of use
10-2003-7012973	South Korea	Improved anti- inflammatory herbal composition and method of use
200305310-5	Singapore	Improved anti- inflammatory herbal composition and method of use
2004296183	Australia	Methods for treating prostate cancer with herbal compositions
PI0417240-0	Brazil	Methods for treating prostate cancer with herbal compositions
2,547,783	Canada	Methods for treating prostate cancer with herbal compositions

Patent Application No.	Country	Subject Matter
200480036194.5	China	Methods for treating prostate cancer with herbal compositions
04812978.7	Europe	Methods for treating prostate cancer with herbal compositions
	Hong Kong	Methods for treating prostate cancer with herbal compositions
2006-542799	Japan	Methods for treating prostate cancer with herbal compositions
10-2006-7013557	Korea	Methods for treating prostate cancer with herbal compositions
PA/A/2006/006433	Mexico	Methods for treating prostate cancer with herbal compositions
548276	New Zealand	Methods for treating prostate cancer with herbal compositions
200704054-6	Russia	Methods for treating prostate cancer with herbal compositions
200603728-7	Singapore	Methods for treating prostate cancer with herbal compositions
2004296187	Australia	Methods for treating prostatic intra-epithelial neoplasia with herbal compositions
PI0417256-6	Brazil	Methods for treating prostatic intra-epithelial neoplasia with herbal compositions
2,547,784	Canada	Methods for treating prostatic intra-epithelial neoplasia with herbal compositions

Patent Application No.	Country	Subject Matter
200480036182.2	China	Methods for treating prostatic intra-epithelial neoplasia with herbal compositions
04812987.8	Europe	Methods for treating prostatic intra-epithelial neoplasia with herbal compositions
	Hong Kong	Methods for treating prostatic intra-epithelial neoplasia with herbal compositions
2006542805	Japan	Methods for treating prostatic intra-epithelial neoplasia with herbal compositions
10-2006-7013564	Korea	Methods for treating prostatic intra-epithelial neoplasia with herbal compositions
PA/A/2006/006432	Mexico	Methods for treating prostatic intra-epithelial neoplasia with herbal compositions
548277	New Zealand	Methods for treating prostatic intra-epithelial neoplasia with herbal compositions
2006123949	Russia	Methods for treating prostatic intra-epithelial neoplasia with herbal compositions
200704052-0	Singapore	Methods for treating prostatic intra-epithelial neoplasia with herbal compositions
2006259517	Australia	Methods for Modulating Eicosanoid Metabolism

Patent Application No.	Country	Subject Matter
0611848-8	Brazil	Methods for Modulating Eicosanoid Metabolism
2,612,048	Canada	Methods for Modulating Eicosanoid Metabolism
200680028915.7	China	Methods for Modulating Eicosanoid Metabolism
06773021.8	Europe	Methods for Modulating Eicosanoid Metabolism
2008-517012	Japan	Methods for Modulating Eicosanoid Metabolism
10-2008-7000963	Korea	Methods for Modulating Eicosanoid Metabolism
MX/a/2007/016052	Mexico	Methods for Modulating Eicosanoid Metabolism
564953	New Zealand	Methods for Modulating Eicosanoid Metabolism
2007148073	Russia	Methods for Modulating Eicosanoid Metabolism
200718737-0	Singapore	Methods for Modulating Eicosanoid Metabolism

**SCHEDULE III
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[None.]