

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the records to identify the document as a Security Agreement not an Assignment previously recorded on Reel 003969 Frame 0830. Assignor(s) hereby confirms the Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ULTIMATE NUTRITION, INC.		03/17/2009	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	TD BANK, N.A.
Street Address:	102 WEST MAIN STREET
City:	NEW BRITAIN
State/Country:	CONNECTICUT
Postal Code:	06050
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	3160199	V-POWER
Registration Number:	3094261	B-POWER
Registration Number:	3202672	ISOCOOL
Registration Number:	1541169	ULTIMATE NUTRITION
Registration Number:	3290350	HORSE POWER
Registration Number:	1938883	GLUTAMAX
Registration Number:	2324171	MAXIMUM MSM
Registration Number:	2328920	ULTRA RIPPED
Registration Number:	2333264	WHEY SUPREME
Registration Number:	2333263	ULTIMATE CUISINE
Registration Number:	2340948	BIOVOLUMIZING
Registration Number:	3327423	PERFECT DIET
Registration Number:	3088065	ULTIMATE NUTRITION THE FUTURE OF SPORTS TRADEMARK

OP \$1140.00 3160199

		NUTRITION
Registration Number:	2376019	JOINT RENEW
Registration Number:	2396522	WHEY SUPREME
Registration Number:	2398728	DIET RIPPED
Registration Number:	3271105	TESTOSTROGROW
Registration Number:	2407205	CREATINE SUPREME
Registration Number:	2410301	SUPER WHEY AMINO 2000
Registration Number:	3479152	ISO MASS
Registration Number:	3479289	ISO MASS XTREME GAINER
Registration Number:	3522827	BETA K
Registration Number:	3372734	AMINO BOLIC
Registration Number:	2117810	PREMIUM MCT GOLD
Serial Number:	77348569	RED ZONE
Registration Number:	2135796	CREA/MAX
Registration Number:	2551363	METHOXY WHEY
Serial Number:	77418115	ULTIMATE GEAR
Serial Number:	77418129	ULTIMATEGEAR
Registration Number:	2603198	BETA METHOXY
Registration Number:	2663687	BLOC
Serial Number:	77589364	ADRENOLINE
Serial Number:	77590637	DYNAMITE
Serial Number:	77651569	LEAN PHYSIQUE
Registration Number:	2709537	GLUTAPURE
Registration Number:	2818238	ISOPREME
Registration Number:	2818237	FERMAPURE
Registration Number:	2821790	CLAPURE
Registration Number:	2942790	MUSCLE JUICE
Registration Number:	2843729	COLDPURE
Registration Number:	1597133	PROSTAR
Registration Number:	3011894	F-16
Registration Number:	3011893	ARGINONE
Registration Number:	3377646	ULTIMATE NUTRITION
Registration Number:	3503661	ULTIMATE NUTRITION THE FUTURE OF SPORTS NUTRITION

CORRESPONDENCE DATA

TRADEMARK
REEL: 004238 FRAME: 0403

Fax Number: (212)292-5391
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: mail@ipcounselors.com
Correspondent Name: William C. Wright
Address Line 1: 60 East 42nd Street, Suite 820
Address Line 4: New York, NEW YORK 10165

ATTORNEY DOCKET NUMBER:	2127-206
NAME OF SUBMITTER:	William C. Wright
Signature:	/William C. Wright /
Date:	07/08/2010

Total Attachments: 19

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Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Connecticut
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) March 17, 2009

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TD Bank, N.A.

Internal

Address: _____

Street Address: 102 West Main Street

City: New Britain

State: Connecticut

Country: United States Zip: 06050

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Bank Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robert L. Iamónico Esquire

Internal Address: The Law Offices of Robert L. Iamónico & Associates, P.C.

Street Address: 150 Trumbull Street, Second Floor

City: Hartford

State: Connecticut Zip: 06103

Phone Number: 860-247-4200

Fax Number: 860-293-2280

Email Address: rlie@dlaw.com

6. Total number of applications and registrations involved:

50

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,265.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elizabeth A. Rubinio President
Signature

3-17-2009
Date

Elizabeth A. Rubinio, President
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Collateral Assignment and Security Agreement

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Trademark Agreement") dated as of March 17, 2009, between **ULTIMATE NUTRITION, INC.**, a Connecticut corporation, having its chief executive office and principal place of business at 21 Hyde Road, Farmington, Connecticut 06032 (the "Assignor"), and **TD BANK, N.A.**, a national banking association, with an office at 102 West Main Street, New Britain, Connecticut 06050 (the "Bank").

WHEREAS, the Assignor, the Bank and others are parties to a Loan and Security Agreement dated of even date herewith (as amended and in effect from time to time, the "Loan Agreement");

WHEREAS, it is a condition precedent to the Bank's making any loans or otherwise extending credit to the Assignor under the Loan Agreement that the Assignor execute and deliver to the Bank a trademark agreement in substantially the form hereof;

WHEREAS, in the Loan Agreement, the Assignor has granted to the Bank a security interest in all of Assignor's personal property and fixture assets, including without limitation the United States Trademarks and Trademark applications listed on Schedule A attached hereto, all to secure the payment and performance of the obligations of Assignor to Bank under the Financing Agreements (as defined in the Loan Agreement, such obligations being hereinafter collectively referred to as the "Obligations"); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

Trademark(s). All trademarks and trademark applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

(a) the United States trademarks and trademark applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);

(b) all trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now and existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the PTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including without limitation, any thereof referred to in the Agreement or the other Financing Agreements;

(c) all re-issues, continuations, divisions, continuations-inpart, renewals or extensions thereof,

(d) the right (but not the obligation) to make and prosecute applications for such Trademarks.

Trademark Agreement. This Trademark Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Trademark Collateral. All of Assignor's right, title and interest in and to all of the Trademarks, the Trademark License Rights, and all other Trademark Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

Trademark License Rights. Any and all past, present or future rights and interests of Assignor pursuant to any and all past, present and future licensing agreements in favor of the Assignor, or to which any Assignor is a party, pertaining to any Trademarks, Trademark Rights or Trademark License Rights, owned or used by third parties in the past,

present or future, including the right in the name of Assignor or the Bank to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademarks; the right (but not the obligation) to register claims under any federal, state or foreign Trademark law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Bank for any and all past, present and future infringements of or any other damages or injury to the Trademarks or the Trademarks Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Trademark License Rights.

2. Grant of Security Interest.

To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Bank, BY WAY OF COLLATERAL SECURITY, all of the Trademark Collateral and the goodwill of the business associated therewith. THE BANK ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

3. Representations, Warranties and Covenants.

Assignor represents, warrants and covenants that: (i) Schedule A attached hereto sets forth a true and complete list of all the United States Trademarks, rights to Trademarks and Trademark applications now owned, licensed, controlled or used by the Assignor; (ii) the issued Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Trademarks; (iii) to the best of Assignor's knowledge, each of the issued Trademarks is valid and enforceable; (iv) to the best of Assignor's knowledge, there is no infringement by others of the issued Trademarks or Trademark Rights; (v) to the best of Assignor's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of Assignor's knowledge there is no infringement by any Assignor of the Trademark rights of others; (vi) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks which Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons, other than the security agreement created by the Loan Agreement and this Trademark Agreement; (vii) Assignor has the unqualified right to enter into this Trademark Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees which will enable it to comply with the covenants herein contained; (viii) this Trademark Agreement, together with the Loan Agreement and/or the other Financing Agreements, will create in favor of the Bank a valid and perfected first priority security interest

in the Trademark Collateral upon making the filings referred to in clause (ix) of this Section 3; (ix) except for the filing of financing statements with Secretary of State for the State of Connecticut under the Uniform Commercial Code and the filing of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (2) for the perfection of or the exercise by the Bank of any of its rights and remedies hereunder; and (x) Assignor represents and warrants that all of the Trademarks listed on Schedule A attached hereto are the only U.S. Trademarks owned by Assignor .

4. No Transfer or Inconsistent Agreements.

Without the Bank's prior written consent, no Assignor will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Trademark Collateral, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with any Assignor's obligations under this Trademark Agreement or the Loan Agreement and/or any Financing Agreements.

5. After-Acquired Trademarks, etc.

5.1 After-Acquired Trademarks. If, before all the Obligations shall have been finally paid and satisfied in full, Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark applications, or become entitled to the benefit of any Trademark application or Trademark or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Trademark Collateral or any improvement on any of the Trademark Collateral, the provisions of this Trademark Agreement shall automatically apply thereto and said Assignor shall promptly give to the Bank notice thereof in writing and execute and deliver to the Bank such documents or instruments as the Bank may reasonably request farther to transfer title thereto to the Bank.

5.2 Amendment to Schedule. Assignor authorizes the Bank to modify this Trademark Agreement, without the necessity of any Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Trademarks or Trademark Rights under Section 2 or Section 5 hereof.

6. Trademark Prosecution.

6.1 Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral, and shall hold the Bank harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Bank in connection with the Bank's title to any of the Trademark Collateral or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain Trademark counsel acceptable to the Bank.

6.2 Assignor's Duties, etc. If commercially reasonable in the applicable Assignor's reasonable judgment, said Assignor shall have the duty, through Trademark counsel acceptable to the Bank, to prosecute diligently any Trademark applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to make application for non-registered Trademarks but reasonably registrable Trademarks and to preserve and maintain all rights in the Trademarks, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Trademarks. Any expenses incurred in connection with such applications and actions shall be borne by the applicable Assignor. If commercially reasonable in Assignor's reasonable judgment, Assignor shall not abandon any filed Trademark application, or any pending Trademark application or Trademarks, without the consent of the Bank, which consent shall not be unreasonably withheld.

6.3 Assignor's Enforcement Rights. Assignor shall have the right, with the consent of the Bank, which shall not be unreasonably withheld, to bring suit or other action in Assignor's own name to enforce the Trademarks and the Trademark Rights. The Bank may, at its option, join in such suit or action as may be necessary to assure Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Bank is completely satisfied that such joinder will not subject the Bank to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, costs and expenses, including legal fees, incurred by the Bank pursuant to this Section 6.

6.4 Protection of Trademarks, etc. If commercially reasonable in the applicable Assignor's reasonable judgment, in general, said Assignor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Trademark Collateral. No Assignor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would affect the validity, grant or enforcement of any of the Trademark Collateral.

6.5 Notification by Assignor. Promptly upon obtaining knowledge thereof, Assignor will notify the Bank in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or any Assignor's rights, title or interests in and to any of the Trademark Collateral, and of any event which does or reasonably could materially adversely affect the value of any of the Trademark Collateral, the ability of Assignor or the Bank to dispose of any of the Trademark Collateral or the rights and remedies of the Bank in relation thereto (including but not limited to the levy of any legal process against any of the Trademark Collateral).

7. License Bank to Assignor.

Unless and until there shall have occurred and be continuing an Event of Default and the Bank has notified the applicable Assignor that the license granted hereunder is terminated, the Bank hereby grants to the applicable Assignor the sole and exclusive, nontransferable, royalty-free, worldwide right and license under the Trademarks to make, have made for it, use, sell and

otherwise practice the inventions disclosed and claimed in the Trademarks for said Assignor's own benefit and account and for none other; provided, however, that the foregoing right and license shall be no greater in scope than, and limited by, the rights assigned to the Bank by said Assignor hereby. The Assignor agrees not to sell, assign, transfer, encumber or sublicense its interest in the license granted to the applicable Assignor in this Section 7, without the prior written consent of the Bank. Any such sublicenses granted on or after the date hereof shall be terminable by the Bank upon termination of applicable Assignor's license hereunder.

8. Remedies.

If any Event of Default shall have occurred and be continuing, then upon notice by the Bank to any Assignor: (i) said Assignor's license with respect to the Trademarks as set forth in Section 7 shall terminate; (ii) said Assignor shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Trademarks; and (iii) the Bank shall have, in addition to all other rights and remedies given it by this Trademark Agreement, the Loan Agreement, and the other Financing Agreements, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Connecticut and any other relevant jurisdiction and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Trademark Collateral, or any interest which any Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademark Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Loan Agreement and/or the other Financing Agreements. Notice of any sale, license or other disposition of any of the Trademark Collateral shall be given to the applicable Assignor at least thirty (30) days before the time that any intended public sale or other disposition of such Trademark Collateral is to be made or after which any private sale or other disposition of such Trademark Collateral may be made, which Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Bank may, to the extent permitted under applicable law, purchase or license the whole or any part of the Trademark Collateral or interests therein sold, licensed or otherwise disposed of.

9. Collateral Protection.

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of Assignor shall be breached, the Bank, in its own name or that of the Assignor (in the sole discretion of the Bank), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Bank for any reasonable cost or expense incurred by the Bank in so doing.

10. Power of Attorney.

If any Event of Default shall have occurred and be continuing, Assignor does hereby make, constitute and appoint the Bank (and any officer or agent of the Bank as the Bank may select in its exclusive discretion) as Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Bank to use any of the Trademark Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Trademark Collateral, to grant or issue any exclusive or nonexclusive license of any of the Trademark Collateral to any third person, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Bank from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Bank under this power of attorney (except for the Bank's gross negligence or willful misconduct). This power of attorney shall be irrevocable for the duration of this Trademark Agreement.

11. Further Assurances.

Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Bank may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Bank the grant, perfection and priority of the Bank's security interest in any of the Trademark Collateral.

12. Termination.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Bank shall, upon the written request and at the expense of the Assignor, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the applicable Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Bank by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Bank pursuant hereto or the Loan Agreement and/or any of the other Financing Agreements.

13. Course of Dealing.

No course of dealing between the Assignor and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under

the Loan Agreement or other Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Expenses.

Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Trademark Collateral, shall be borne and paid by the Assignor.

15. Overdue Amounts.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Trademark Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Loan Agreement.

16. No Assumption of Liability; Indemnification.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE BANK ASSUMES NO LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ANY ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARK COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE BANK FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE BANK WITH RESPECT TO SUCH LIABILITIES.

17. Rights and Remedies Cumulative.

All of the Bank's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Trademark Agreement is supplemental to the Loan Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Bank contained therein. Nothing contained in this Trademark Agreement shall be deemed to extend the time of attachment or perfection of or

otherwise impair the security interest in any of the Trademark Collateral granted to the Bank under the Loan Agreement.

18. Notices.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

- (a) if to Assignor:

ULTIMATE NUTRITION, INC.
21 Hyde Road
Farmington, Connecticut 06032
Attention: Elizabeth A. Rubino, President

or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice; and

- (b) if to the Bank:

TD BANK, N.A.
102 West Main Street
New Britain, Connecticut 06050
Attn: Joseph C. Guarino

or at such other address for notice as the Bank shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

19. Amendment and Waiver.

This Trademark Agreement is subject to modification only by a writing signed by the Bank and the Assignor, except as provided in Section 5.2. The Bank shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Bank. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

20. Governing Law; Consent to Jurisdiction.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of Connecticut or any federal court sitting therein and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in Section 18. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

21. Waiver of Jury Trial.

ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Bank nor any representative, agent or attorney of the Bank has represented, expressly or otherwise, that the Bank would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Loan Agreement and the other Financing Agreements to which the Bank is a party, the Bank is relying upon, among other things, the waivers and certifications contained in this Section 21.

22. Miscellaneous.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Loan Agreement, or between this Trademark Agreement the provisions of the Loan Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledge receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

ULTIMATE NUTRITION, INC.

By: Elizabeth A. Rubino
Elizabeth A. Rubino
Its President
Duly Authorized

TD BANK, N.A.

By: Joseph C. Guarino
Joseph C. Guarino
Its Vice President
Duly Authorized

STATE OF CONNECTICUT)

: ss Hartford

March 17, 2009

COUNTY OF HARTFORD)

Personally Appeared Elizabeth A. Rubino, President of **ULTIMATE NUTRITION, INC.**, a Connecticut corporation, as aforesaid, signer of the foregoing instrument, and acknowledged the same to be her free act and deed as such President and the free act and deed of said corporation, before me.

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

Barry S. Frigenbaum

Commissioner of Superior Court

Notary Public

My Commission Expires:

BARRY S. FRIGENBAUM
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2011

STATE OF CONNECTICUT)

: ss:

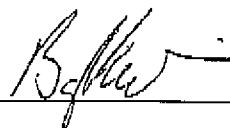
Hartford

March 17, 2009

COUNTY OF HARTFORD)

Personally appeared Joseph C. Guarino, Vice President of TD BANK, N.A., a Connecticut banking institution, as aforesaid, signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Vice President and the free act and deed of said banking institution, before me.

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



Commissioner of Superior Court

Notary Public

My Commission Expires: **BARRY S. FEIGENBAUM**
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2011

4275-316/ Trademark Collateral Assignment and Security Agreement

SCHEDULE A

TRADEMARKS

United States

<u>Trademark</u>	<u>Registration/Application/Serial Number</u>
V-POWER	3,160,199
B-POWER	3,094,261
ISOCOOL	3,202,672
ULTIMATE NUTRITION	1,541,169
HORSE POWER	3,290,350
GLUTAMAX	1,938,883
MAXIMUM MSM	2,324,171
ULTRA RIPPED	2,328,920
SUPREME WHEY	2,333,264
ULTIMATE CUISINE	2,333,263
BIOVOLUMIZING	2,340,948
PERFECT DIET	3,327,423
AMINO GOLD	2,582,814
Ultimate Nutrition The Future of Sports Nutrition	3,088,065

<u>Trademark</u>	<u>Registration/Application/Serial Number</u>
JOINT RENEW	2,376,019
WHEY SUPREME	2,396,522
DIET RIPPED	2,398,728
TESTOSTROGROW	3,271,105
CREATINE SUPREME	2,407,205
SUPER WHEY AMINO 2000	2,410,301
ISO MASS	3,479,152
ISO MASS XTREME GAINER	3,479,289
BETA K	3,522,827
AMINO BOLIC	Serial No. 77/217,107
LITTLE BLACK DRESS	Serial No. 77/268,145
PREMIUM MCT GOLD	2,117,810
RED ZONE	Serial No. 77/348,569
QUATROPLEX	Serial No. 77/348,571
CREA/MAX	2,135,796
METHOXY WHEY	2,551,363

<u>Trademark</u>	<u>Registration/Application/Serial Number</u>
ULTIMATE GEAR (and design)	Serial No. 77/418,115
ULTIMATE GEAR	Serial No. 77/418,129
BETA METHOXY	2,603,198
BLOC	2,663,687
ADRENOLINE	Serial No. 77/589,364
BULLET PROOF	Serial No. 77/590,629
DYNAMITE	Serial No. 77/590,637
LEAN PHYSIQUE	Serial No. 77/651,569
GLUTAPURE	2,709,537
ISOPREME	2,818,238
FERMAPURE	2,818,237
<u>CLAY</u> Pure	2,821,790
MUSCLE JUICE	2,942,790
COLDPURE	2,843,729
PROSTAR	1,597,133
F-16	3,011,894

<u>Trademark</u>	<u>Registration Number</u>
ARGINONE	3,011,893
ULTIMATE NUTRITION & design	3,377,646
ULTIMATE NUTRITION THE FUTURE OF SPORTS NUTRITION & design	3,503,661
DAILY COMPLETE FORMULA	Serial No. 78/786807