

06-01-1998

ON FORM COVER SHEET
MARKS ONLY

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Tab settings →



To the Honorable

100724250

marks: Please record the attached original documents or copy thereof

MD 5-15-98

1. Name of conveying party(ies):

IVC Industries, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

The Chase Manhattan Bank

Internal Address: _____

Street Address One Riverfront Plaza

Newark

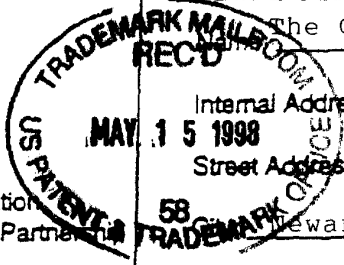
State: NJ ZIP: 01072

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Association

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)

Additional name(s) & address(es) attached? Yes No



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TRADEMARK FEE PROCESS

3. Nature of conveyance:

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

Execution Date: May 1, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No(s)

B. Trademark registration No.(s)

1,880,352
1,880,353

Additional numbers attached? Yes No

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

Name: Stephen L. Baker

Internal Address: _____

Street Address: 359 East Main Street

City: Somerville State: NJ ZIP: 08876

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/29/1998 DCOATES 00000103 1880352

01 FC:481 40.00 OP
02 FC:482 25.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stephen L. Baker

Name of Person Signing

Signature

May 14, 1998

Date

REEL: 1733 and number of pages comprising cover sheet: 1

TERM TRADEMARK COLLATERAL ASSIGNMENT

IVC INDUSTRIES, INC., a Delaware corporation and VITAMIN SPECIALTIES CORP., a Pennsylvania corporation (collectively, the "Assignors"), do hereby grant, assign and convey to THE CHASE MANHATTAN BANK, as agent under the Term Loan Agreement referred to below (the "Agent"), the registered trademarks and trademark applications identified on Annex I hereto and the goodwill represented thereby (the "Trademarks") together with all the proceeds thereof, as collateral security for all the Liabilities (as hereinafter defined);

SUBJECT TO a reservation on the part of the Assignors (until the occurrence of an Event of Default, as hereinafter defined) of a license to use the Trademarks for the Assignors' own benefit, provided that such use does not violate the terms of the Term Loan Agreement or any of the other Term Loan Documents. The license so reserved shall terminate upon the occurrence of an Event of Default.

This Assignment is being executed and delivered pursuant to the Term Loan Agreement dated as of the date hereof (which, as the same may hereafter be amended or supplemented from time to time, will be called, the "Term Loan Agreement") between IVC Industries, Inc., the Banks party thereto and the Agent. All capitalized terms used in this Assignment and not defined shall have the respective meanings ascribed to them in the Term Loan Agreement.

As used herein, the term "Liabilities" means all indebtedness, obligations and liabilities of every kind and nature of the Assignor to any or all of the Banks and the Agent under any or all of the Term Loan Agreement and the other Term Loan Documents.

The assignment effected hereby shall be governed by Article 9 of the New York Uniform Commercial Code. Upon the occurrence and during the continuance of an Event of Default, the Assignee shall have the rights and remedies of a secured party as set forth therein (including, without limitation, the right to dispose of the Trademarks and to apply the proceeds of the disposition to satisfy the Obligations) and otherwise available at law or in equity.

The Agent shall have no duties with respect to the Trademarks, other than the duties of a secured party under the New York Uniform Commercial Code. Without limiting the generality of the foregoing, the Agent shall have no duty to prosecute any action for trademark infringement against any person.

The address of the Agent for purposes of this Assignment is:

The Chase Manhattan Bank
One Riverfront Plaza
Newark, New Jersey 07102

or such other address as the Agent may designate to the Assignor in writing from time to time.

This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of this 1 day of May, 1998.

ATTEST/WITNESS:

Matthew Lee

IVC INDUSTRIES, INC.

By: *[Signature]*

ATTEST/WITNESS:

Matthew Lee

VITAMIN SPECIALTIES CORP.

By: *[Signature]*

STATE OF NJ :

: SS.:

COUNTY OF Somerset

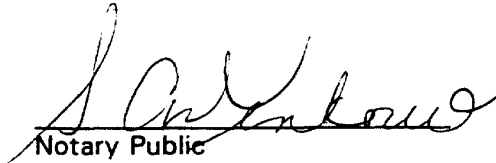
On this 1st day of May, 1998, before me, the undersigned, personally appeared J. Alan Hirschfeld the Exec. Vice Pres. of IVC Industries, Inc., who, I am satisfied, is the person who signed the foregoing instrument, and he or she did acknowledge that he or she signed and delivered the same in his or her capacity as such officer, and that he or she was authorized to do so, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.

[Signature]
Notary Public

SUSAN A. DENKOVIC
A Notary Public of New Jersey
My Commission Expires September 14, 1998.

STATE OF NJ :
 : SS.:
COUNTY OF Somerset

On this 1st day of May, 1998, before me, the undersigned, personally appeared F. Alan Hirschfeld the Exec. Vice Pres of Vitamin Specialties Corp., who, I am satisfied, is the person who signed the foregoing instrument, and he or he did acknowledge that he or she signed and delivered the same in his or her capacity as such officer, and that he or she was authorized to do so, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.


Notary Public

SUSAN A. DENKOVIC
A Notary Public of New Jersey
My Commission Expires September 14, 1998.

EXHIBIT A

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Vitamin Specialties (with design)	1880352	February 8, 1995
Vitamin Specialties	1880353	February 8, 1995

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April 29, 1998 @ 4:47pm

RECORDED: 05/15/1998

TRADEMARK
REEL: 1733 FRAME: 0371