

AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (hereinafter referred to as this "Amendment") is made as of this 7th day of July 1998 between HI-VIDOMIN LABORATORIES, INC., a Delaware corporation having its principal place of business and chief executive office at 600 Boyce Road, Pittsburgh, Pennsylvania 15205 (the "Obligor"), and BANKBOSTON, N.A., a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, as agent (in such capacity, the "Agent") for the financial institutions (the "Lenders") party to the Credit Agreement (as hereinafter defined).

WHEREAS, HVL Incorporated, a Delaware corporation (the "Borrower"), the Agent and BankBoston, N.A. and Fleet National Bank, as lenders, entered into a Credit Agreement dated as of August 22, 1997 (the "Existing Credit Agreement"), pursuant to which such lenders made certain commitments, subject to the terms and conditions set forth in the Existing Credit Agreement, to extend certain credit facilities to the Borrower;

WHEREAS, the Obligor, which is a wholly-owned Subsidiary of the Borrower, entered into a Guaranty dated as of August 22, 1997 (the "Guaranty"), pursuant to which the Obligor guaranteed the prompt payment and performance of the obligations of the Borrower under the Existing Credit Agreement and the Notes issued thereunder;

WHEREAS, in order to secure the Obligor's obligations under the Guaranty and the Borrower's obligations under the Existing Credit Agreement, the Obligor executed and delivered to the Agent an Intellectual Property Security Agreement dated as of August 22, 1997 (the "Existing IP Security Agreement"), which was recorded with the United States Patent and Trademark Office at Reel 1632, Frame 0170 on August 10, 1997;

WHEREAS, contemporaneously herewith, the Borrower, the Agent and Lenders are entering into an Amended and Restated Credit Agreement of even date herewith which amends the Existing Credit Agreement and restates the Existing Credit Agreement as so amended (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms defined therein and not otherwise defined herein being used herein as therein defined);

WHEREAS, it is a condition precedent to the Lenders entering into the Credit Agreement and continuing and making additional extensions of credit thereunder that the Obligor shall have executed and delivered this Amendment;

NOW, THEREFORE, in order to induce the Agent and the Lenders to enter into the Credit Agreement and the Lenders to make or extend to the Borrower one or more loans, advances or other extensions of credit upon the terms and subject to the conditions set forth therein, and in consideration thereof, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Obligor and the Agent hereby agree to amend the Existing IP Security Agreement, effective the date hereof as follows:

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Section 1. Amendment.

(a) All references in the Existing IP Security Agreement to the "Credit Agreement" or words of like import referring to the Existing Credit Agreement shall mean and be a reference to the Credit Agreement.

(b) Schedule I to the Existing IP Security Agreement is amended in full to read as set forth in Exhibit A hereto.

Section 2. Miscellaneous. Except as herein provided, the Existing IP Security Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. This Amendment shall be governed by, and construed in accordance with, the law of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

HI-VIDOMIN LABORATORIES, INC.

By: 

Name:

Title:

BANKBOSTON, N.A., as Agent

By: _____

Name:

Title:

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REEL: 1764 FRAME: 0281

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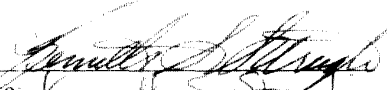
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HI-VIDOMIN LABORATORIES, INC.

By: _____
Name:
Title:

BANKBOSTON, N.A., as Agent

By: 
Name: Kenneth S. Stragha
Title: Vice President

Schedule I

Hi-Vidomin Labs Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Status</u>
DL DOUGLAS LABORATORIES [logo]	73/618,020	1,450,313	Registered
PROFESSIONAL SERIES	74/660,764	2,031,005	Registered
SPORTS SCIENCE PLUS	73/655,953	1,464,264	Registered
ULTRA PREVENTIVE	74/685,079	1,972,949	Registered

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RECORDED: 07/21/1998

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