

MRD 9-28-98

RECORDATION TRADE

10-01-1998



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

100842309

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Solgar Vitamin and Herb Company, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New York
 Other _____

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

2. Name and address of receiving party(ies)
Name: American Home Products Corporation
Internal Address: CPR/FINANCE
Street Address: Five Giralda Farms
City: Madison State: NJ ZIP: 07940

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 30, 1998

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)

(see attached Schedule A)

B. Trademark Registration No.(s)

(see attached Schedule A)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mr. Ron Adams
Internal Address: American Home Products Corp.
2-B1

Street Address: One Campus Drive
Parsippany, New Jersey 07054
City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 41

7. Total fee (37 CFR 3.41).....\$ 1040.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
01-1425
(Attach duplicate copy of this page if paying by deposit account)

10/01/1998 JENHRAZZ 00000009 011425 75416006 DO NOT USE THIS SPACE

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.

Egon E. Berg
Name of Person Signing

Egon E Berg
Signature

September 21, 1998
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1794 FRAME: 0116

Schedule A

APPLICATIONS

TRADEMARK	APP. NO.	APP. DATE
Anti-Oxidant Free Radical Modulators	75-416,006	1/12/98
Brain Modulators	75-324,020	7/14/97
Cardiovascular Support	75-324,018	7/14/97
Cholesterol Modulators	75-324,021	7/14/97
Energy Modulators	75-416,008	1/12/98
Glucose Modulators	75-416,083	1/9/98
Gold Specifics & Design	75-325,187	7/16/97
GSH Modulators	75-324,024	7/14/97
Homocysteine Modulators	75-324,022	7/14/97
ISO-SOY & Design	75-268,480	4/3/97
Joint Modulators	75-324,023	7/14/97
Metro Multiple	75-233,815	1/30/97
Microbial Modulators	75-416,004	1/12/98
Mood Modulators	75-416,007	1/12/98
Nature's Phyter & Design	75-518,786	7/14/98

REGISTRATIONS

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
ABCDOPHILUS	74-696,286	7/3/95	2,063,906	5/20/97
Amino 75	73-435,190	7/18/83	1,376,453	12/17/85
Earthsource & Design	75-268,479	4/3/97	2,142,764	3/10/98
Gentle Iron	74-629,355	2/3/95	1,942,897	12/19/95
Gold Label Design & Mark	73-115,000	2/17/77	1,112,582	2/6/79
HY-BIO	73-068-341	11/7/75	1,041,613	6/22/76
Insist on Solgar's Gold Label Products	73-115-002	2/7/77	1,107,709	12/5/78
Joggers	73-194,406	11/24/78	1,129,449	1/22/80
Multi-Billion Dophilus	75-176,118	10/1/96	2,124,434	12/23/97
Multi-II	75-276,736	4/18/97	2,149,428	4/7/98
Multi II Caps	73-640,302	1/20/87	1,458,960	9/29/87
Nature's Phyter	75-276,735	4/18/97	75-276,735	
Naturvite	72-398,900	8/2/71	1,018,276	8/12/75
Naturvite	72-429,486	7/10/72	1,018,278	8/12/75
Omnium	75-140,197	7/23/96	2,116,983	11/25/97
Phyto2X & Design	75-138,509	7/23/96	2,116,987	11/25/97
Solamins	73-045,240	2/26/75	1,024,479	11/11/75
Solgar	73-115-001	2/7/77	1,105,419	11/7/78
Solgar & Design	73-157-528	2/3/78	1,141,226	11/11/80
The Natural Way to Better Health	73-133,269	8/8/77	1,203,306	8/3/82
TAOGE & Design	73-145,277	10/20/77	1,097,136	7/25/78
Vitarex	73-032,348	9/18/74	1,016,242	7/22/75
VM-75	73-063,315	10/8/75	1,049,361	10/5/76
VM-2000	73-818,954	8/14/89	1,629,787	1/1/91
Whey-To-Go	74-582,600	10/5/94	2,042,265	3/4/97
Whey-To-Go Design	75-176,119	10/3/96	2,108,887	10/28/97

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNOR: SOLGAR VITAMIN AND HERB COMPANY, INC.

ASSIGNEE: AMERICAN HOME PRODUCTS CORPORATION

UNITED STATES TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, effective as of the 30th day of July, 1998, is made by and between **SOLGAR VITAMIN AND HERB COMPANY, INC.**, a New York corporation with its office at 410 Ocean Avenue, Lynbrook, New York 11563 ("Assignor"), and **AMERICAN HOME PRODUCTS CORPORATION**, a Delaware corporation with its office at Five Giralda Farms, Madison, New Jersey 07940 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademarks and the applications for registration and/or registrations granted in respect thereof, all as set forth on the attached Schedule;

WHEREAS, Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the trademarks and the registrations and/or the applications for registration therefore together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, along with the right to recover for damages and profits for past infringements thereof;

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the trademarks and the registrations and/or the applications for registration therefor together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, for one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the trademarks and the registrations and/or applications for registration therefor set forth on the attached Schedule, together with the portion of the business to which the trademarks pertain or the goodwill of the business in connection with which the trademarks are used and which is symbolized by said trademarks, along with the right to recover for damages and profits for past infringements thereof.

TO HAVE AND TO HOLD by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had not this transfer and assignment been made.

Assignor covenants and agrees that no assignments, sale, agreement or encumbrance has or will be made or entered into which would conflict with this assignment and sale.

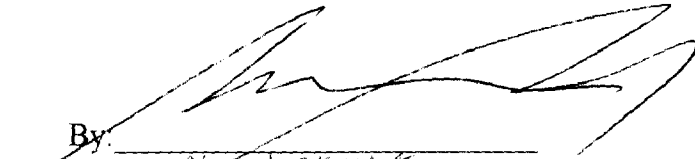
Assignor covenants and agrees that it will, without charge to Assignee, whenever so requested by Assignee, execute and deliver such further instruments and perform any other reasonable acts that Assignee may require as may be necessary or convenient for vesting in Assignee the full benefit of all of the rights and premises hereby assigned and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

The Commissioner of Patents and Trademarks is hereby respectfully requested to record this assignment in the United States Patent and Trademark Office against the files of the applications or registration herein described.

EXECUTED THE 30th DAY OF JULY, 1998

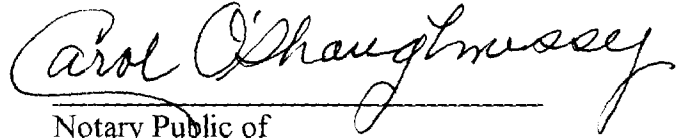
ASSIGNOR:

SOLGAR VITAMIN AND HERB COMPANY, INC.

By: 
ALLEN SKOLNICK
PRESIDENT

UNITED STATES OF AMERICA)
STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 30th day of JULY, 1998, before me appeared ALLEN SKOLNICK to me known and known to me to be an authorized representative of Solgar Vitamin and Herb Company, Inc. who executed the foregoing instrument, and he acknowledged to me that he executed the same, with authorization of and on behalf of Solgar Vitamin and Herb Company, Inc.


Notary Public of
CAROL O'SHAUGHNESSY
Notary Public, State of New York
No. 24-485642B
Qualified in Kings County
Commission Expires Apr. 2000

SOLGAR TRADEMARK PORTFOLIO UNITED STATES

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE
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7/20/98				