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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies): PR NUTRITION, INC.

☐ Individual(s) ☐ Association

☐ General Partnership ☐ Limited Partnership

☐√ Corporation-State (California)

☐ Other _____

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

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

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: 200 Jericho Quadrangle

City: New York State: New York ZIP: 11753

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☐ Corporation-State _____

☐√ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐√ No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐√ No

3. Nature of conveyance: MRD 11-6-98

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☐√ Other Additional Subsidiaries Supplement to Guarantee and Collateral Agreement of May 7, 1996

Execution Date: October 9, 1998

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

A. Trademark Application No.(s) 75/157,373; 75/267,619; 75/408,101 (see attached Schedule 6)

B. Trademark Registration No.(s) 1,840,757; 1,840,758; 1,967,436; 2,020,577; 2,096,474; 2,171,871 (see attached Schedule 6)

Additional numbers attached? ☐ Yes ☐√ No

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

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

11/09/1998 JSHABAZZ 00000098 75157373
01 FC:481 40.00 OP
02 FC:482 200.00 OP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): $240

☐√ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

_____

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

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.

Lori E. Lesser, Esq. — Name of Person Signing

Lori E. Lesser — Signature

11-4-98 — Date

Total number of pages comprising cover sheet: _____

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

ADDITIONAL SUBSIDIARIES SUPPLEMENT

SUPPLEMENT NO. 4, dated October 9, 1998 to the Guarantee and Collateral Agreement, dated as of May 7, 1996 (as amended, supplemented or otherwise modified, the *"Guarantee and Collateral Agreement"*), made by Twin Lab Corporation (f/k/a TLG Laboratories Holding Corp.), a Delaware corporation ("*Holdings*"), Twin Laboratories Inc. (f/k/a Natur-Pharma, Inc.), a Utah corporation (the *"Borrower"*), and certain subsidiaries of the Borrower from time to time parties thereto in favor of The Chase Manhattan Bank (f/k/a Chemical Bank), as administrative agent for the Lenders (as hereinafter defined).

W I T N E S S E T H :

WHEREAS, pursuant to the Amended & Restated Credit and Guarantee Agreement, dated as of November 15, 1996, among Holdings, the Borrower, the several banks and other financial institutions from time to time parties thereto (the *"Lenders"*), The Bank of New York, as co-agent and The Chase Manhattan Bank, as administrative agent, the Lenders have severally agreed to make loans to, and to issue or participate in letters of credit for the account of, the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, subsection 6.10(b) of the Credit Agreement requires that any Subsidiary (other than a Foreign Subsidiary) of the Borrower created or acquired after the Closing Date become a Grantor and a Guarantor under the Guarantee and Collateral Agreement by executing and delivering a supplement thereto;

WHEREAS, the Guarantee and Collateral Agreement provides that any such Subsidiary, although not a Grantor or a Guarantor thereunder at the time of the initial execution thereof, may become a Grantor and a Guarantor under the Guarantee and Collateral Agreement upon the delivery to the Administrative Agent of a supplement in substantially the form of this Supplement; and

WHEREAS, the undersigned was not a Subsidiary on the Closing Date and, therefore, was not a party to the Guarantee and Collateral Agreement but is now required by the Credit Agreement to become a Grantor and a Guarantor thereunder;

NOW, THEREFORE, the undersigned hereby agrees as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms defined in the Guarantee and Collateral Agreement shall have their defined meanings when used herein.

2. Supplement to Guarantee and Collateral Agreement. (a) The undersigned (i) agrees to be bound by (A) all of the provisions of the Guarantee and Collateral Agreement applicable to a Grantor thereunder and (B) all of the provisions of the Guarantee and Collateral Agreement applicable to a Guarantor thereunder and (ii) agrees that it shall, on the date hereof, become a Grantor and a Guarantor for all purposes of the Guarantee and

the representations and warranties contained therein being deemed to be made by the undersigned, after giving effect to this Supplement, as of the date hereof and as of each other date hereafter contemplated thereby.

(b) From and after the date hereof, the Guarantee and Collateral Agreement is hereby supplemented by adding the Collateral and other information set forth on Schedules 1 through 6 hereto to the list of Collateral and other information set forth on Schedules 1 through 6, respectively, of the Guarantee and Collateral Agreement.

(c) The undersigned hereby pledges (or causes to be pledged) all of its Pledged Stock and grants a first priority security interest in its Collateral (subject to Liens permitted by the Guarantee and Collateral Agreement) to the Administrative Agent for the benefit of the Lenders, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Such grant shall be governed by the terms and conditions of the Guarantee and Collateral Agreement.

3. Limited Effect. Except as expressly modified hereby, the Guarantee and Collateral Agreement remains in full force and effect.

4. GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

5. Counterparts. This Supplement may be executed by the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this Supplement to be duly executed and delivered as of the date first above written.

PR NUTRITION, INC.

By: Ross Blechman

Name: ROSS BLECHMAN

Title: CHAIRMAN AND CEO

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STATE OF NEW YORK)
: ss:
COUNTY OF NEW YORK)

On Oct 9, 1998, before me personally came Ross Blechman, to me known, who, by me duly sworn, did depose and say that deponent resides at _____, deponent is _____ of PR Nutrition, Inc., the corporation described in and which executed the foregoing instrument; and that deponent signed deponent's name thereto by order of the Board of Directors of such corporation.

Nancy M. Scaduto
Notary Public

NANCY M. SCADUTO
Notary Public, State of New York
No. 4909638, Suffolk County
Commission Expires October 19, 1999

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Schedules

Schedule 1	Notice Addresses of Guarantors
Schedule 2	Description of Pledged Stock
Schedule 3	Filings and Other Actions Required to Perfect Security Interests
Schedule 4	Location of Chief Executive Offices
Schedule 5	Location of Inventory and Equipment
Schedule 6	Patents and Patent Licenses; Trademarks and Trademark Licenses

Schedule 1

NOTICE ADDRESSES OF GUARANTORS

PR Nutrition, Inc.
c/o Twin Laboratories Inc.
150 Motor Parkway
Hauppauge, New York 11788

Schedule 2

DESCRIPTION OF PLEDGED STOCK

Grantor	Issuer	Class of Stock	Stock Certificate No.	No. of Shares
	None			

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FILINGS AND OTHER ACTIONS REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

New York Secretary of State
Suffolk County
California Secretary of State

Patent and Trademark Filings

U.S. Patent and Trademark Office
U.S. Copyright Office

Actions with respect to Pledged Stock

None

Other Actions

None

LOCATION OF CHIEF EXECUTIVE OFFICE

Grantor	Location
PR Nutrition, Inc.	150 Motor Parkway Hauppauge, New York 11788

Schedule 5

LOCATION OF INVENTORY AND EQUIPMENT

Grantor	Location
PR Nutrition, Inc.	5825 Oberlin Drive Suite 200 San Diego, California 92121

PATENTS AND PATENT LICENSES

None

TRADEMARKS AND TRADEMARK LICENSES

1. U.S. Trademark Registrations

Mark	U.S. Registration No.	Registration Date
PR Bar	1,840,757	June 21, 1994
Fastburn	1,840,758	June 21, 1994
PR Solution	1,967,436	April 9, 1996
Perfect Ratio	2,020,577	December 3, 1996
Personal Record	2,096,474	September 16, 1997
PR*Powder	2,171,871	July 7, 1998

2. U.S. Trademark Applications

Application	U.S. Application No.	Application Date
PR Power	75/157,373	August 28, 1996
PR*Fit (and Design)	75/267,619	April 1, 1997
Balanced Energy	75/408,101	December 18, 1997

3. Foreign Trademark Registrations and Applications

Country	Mark	Regist./Appl. No.	Regist./Appl. Date
Australia (Registration)	PRBar	680,809	December 14, 1995
New Zealand (Application)	PRBar	257,073	December 15, 1995

4. Licensing Agreements

a. License Agreement dated October 2, 1995 by and between PR Nutrition, Inc. and World Triathlon Corporation (exclusive right to use Ironman name in North America in connection with the Ironman PR Bar).

b. First Addendum to License Agreement between PR Nutrition, Inc. and World Triathlon Corporation, dated January 26, 1996.

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Work	Registration No.	Registration Date
PR*Nutrition Program Guide & Cookbook	TX 4-374-453	September 16, 1996
PR Ironman Triathlon 40-30-30 Powder Drink Wrapper	TX 4-522-905	March 17, 1997
PR Ironman Triathlon 40-30-30 Nutrition Bar Package	TX 4-522-406	March 17, 1997

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