FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

RECORDATION FO

03-22-1999

100989132

City: <u>NUTLEY</u>

Association

Other_

is attached:

☐ Individual(s) citizenship_

 General Partnership □ Limited Partnership

Street Address: 340 KINGSLAND STREET

Pate

_ State: <u>NJ</u> ___ ZIP: 07110

Patent & TMOfc/TM Mail Rept Dt

INICIAL	OF COMMERCE
ent and	Tradomodi Orr

To the Honorable Co	ommissioner of Patents and Tradema	arks: 1
Name of conveying p	arty(ies): 2.26.9	2. Name and address of receiving party(ies)
IVG INDUSTRI	ES, INC.	Name: HOFFMAN-LA ROCHE, INC.
		Internal Address:
☐ Individual(s)	☐ Association	Street Address: 340 KINGSLAND STR

☐ Individual(s)	☐ Association
 General Partnershi 	p 🔲 Limited Partnership
XX Corporation-State	DELAWARE
□ Other	
Additional name(s) of conve	eying party(ies) attached? ☐ Yes XXNo
3. Nature of conveyar	1Ce:

☐ Assignme	ent	a	Merger
☐ Security A	Agreement		Change of Name
QIXOther	COLLATERAL	ASSIGNM	ENT -

Execution Date: JUNE 10, 1996	_
4. Application number(s) or patent number(s):	
A Trademark Application No.(s)	

SEE ATTACHED

B. Trademark Registration No.(s)

XX Corporation-State <u>NEW JERSEY</u>

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached?

Yes X No

If assignee is not domiciled in the United States, a domestic representative designation

☐ YesXQ No

SEE ATTACHED

Name:	AMY I	EE BR	ADY	 	
Intérnal A	ddress:_		CSC	 	<u>.</u>
·				 	

eet Address:_	- 00	SIAIL	SINEEI	, 0111	rr.	
y: ALBANY		Stat	e: <u>NY</u>	ZIP	: 1220	<u> </u>
			_			

6.	Total number of applications and registrations involved:

•	121	5.0	0	E
\$		5.0		

•	Total fee (37	CFR	3.41)	 .\$

a	Authorized to l	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

Additional numbers attached? A Yes O No

/19/1999 JSHABAZZ	00000106	1011338
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FC.480 tatement and signature 175.00 0P

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.

AMY IEE BRADY Name of Person Signing

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

REEL: 1864 FRAME: 0111

ANNEX 1

	i	
MARK	REG. NO.	DATE
AMERICANA	1,011,338	5-27-75
BIO-CEE	632,570	8-14-56
BUSY BODY	1,147,926	3-3-81
CHOLINOS	563,811	9-9-52
FAMILY CHOICE	1,182,667	12-22-81
FIELDS OF NATURE	973,822	11-27-73
FOODS PLUS	735,918	8-14-62
4-T PLUS	584,486	1-12-54
FORTY -PLUS	1,799,035	10-19-93
GAIN N' GROW	706,534	11-1-60
GOLD CREST	1,929,598	10-24-95
HALL	1,254,876	10-18-83
HEALTH ESSENTIALS	1,657,983	9-24-95
IRON PLUS	813,694	8-23-66
LIFESTAGE	1,847,214	7-26-94
MISC. DESIGN	1,474,713	2-2-88
(Design of a Robot)		
NAIL-TONE	703,156	8-23-60
NATURAL CHILD CARE	1,744,202	1-5-93
NATURAL CHILD CARE	1,744,209	1-5-93
COMPANY		
NATURAL DERMA-SALVE	1,730,618	11-10-92
NATURAL EXTRA-STRENGTH	1,726,979	10-27-92
SAFE-N-FREE		
NATURE'S WONDER	1,069,719	7-19-77
NITE NITE	1,752,185	2-16-93
O.J.C.	1,151,430	4-21-81
PETAGREE	693,420	2-23-60
PREVITALEN	635,084	10-2-56
SUPER REVINOL	1,795,566	9-28-93
SURE VITE-ALL	1,871,807	1-3-95
SYNERGY	1,297,341	9-25-84
VCA	1,484,961	4-19-88
VITABOTS	1,448,108	7-21-87
THE VITAMIN PLACE	1,767,872	4-27-93
DIET ASSISTANCE	2,070,911	6-10-97
GASSO	2,065,762	5-27-97
INNER STRUCTURE	2,041,425	2-25-97
IPANA	2,006,426	10-8-96
PINE BROS.	2,125,894	12-30-97
PRO HAIR2	2,110,990	11-4-97
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SENT	BY: 2-	23-99 ;	5:12PM ;	I	GIBBONS D	EL DE	0 -	60953	00877;#
	PROTECTOR		1,979,1	60			6-11-96	ĺ	İ
	RYBUTOL		2,047,4	122			3-25-97		
	THE SECOND BEST WAY T YOUR VEGETABLES	O GET	1,972,6	26			5/7/96		
	SYNERGY PLUS		2,209,9	50			12-15-98		
	ZESTABS		2,207,3				12-1-98		
	VITAMIN SPECIALTIES (with design)		188035	1			2-8-95		:
	VITAMIN SPECIALTIES		188035	3			2-8-95		į

PENDING APPLICATIONS

DIET INSURANCE	74/733,176	9-22-95
EARTH ESSENTIALS	74/718,051	8-21-95
VITAMIN ESSENTIALS	74/594,418	11-3-04

3/ 3

TRADEMARK COLLATERAL ASSIGNMENT

IVC INDUSTRIES, INC. (formerly known as INTERNATIONAL VITAMIN CORPORATION), a Delaware corporation (the "Assignor"), does grant, assign and convey to HOFFMANN-LA ROCHE, INC., a New Jersey corporation (the "Assignee"), effective as of the Effective Date (as hereinafter defined) 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).

This Assignment is being executed and delivered pursuant to Section 15 of that certain Subordination and Intercreditor Agreement dated as of April 30, 1996, among the Assignor, International Vitamin Overseas Sales Corp. ("IVOSC"), Hall Laboratories, Ltd. ("Hall") and the Assignee (the "Subordination Agreement"), whereby each of the Assignor, IVOSC and Hall agreed to execute and deliver to the Assignee a security agreement and related documents to be held by the Assignee and deemed effective and enforceable only at the time set forth herein.

As used herein, the term "Liabilities" means all trade credit extended by the Assignor to the Assignee, IVOSC and/or Hall for the purchase by the Assignor, IVOSC and/or Hall from the Assignee of goods in the ordinary course of business on open account or as may be evidenced by promissory notes.

The Assignee agrees that the assignment effected hereby shall be effective only on such date (the "Effective Date") as (i) an Event of Default shall have occurred under that certain Credit Agreement, dated as of April 30, 1996, among the Assignor, the Banks party thereto and The Chase Manhattan Bank (National Association), as agent, and (ii) the Assignor shall have

#0038484.01 36835-27788

TRADEMARK REEL: 1864 FRAME: 0114 received notice from the Assignee that the assignment herein shall be effective and that it shall be

able to enforce its rights hereunder. Notwithstanding anything to the contrary set forth herein, all

rights, remedies and other actions permitted the Assignee hereunder shall be available to the

Assignee only on and after the Effective Date.

The assignment effected hereby shall be governed by Article 9 of the New York

Uniform Commercial Code. On or after the Effective Date, 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 Liabilities)

and otherwise available at law or in equity.

The Assignee 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 Assignee shall have no duty to prosecute any action for

trademark infringement against any person.

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

Hoffmann-La Roche Inc.

340 Kingsland Street

Nutley, New Jersey 07110-1199

Attention: William L. Hennrich, Ph.D., Treasurer

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

The assignment effected hereby is subject and subordinate to the assignment of

the Trademarks effected pursuant to the Trademark Collateral Assignment dated the date hereof

from the Assignor to The Chase Manhattan Bank (National Association) as Agent.

- 2 -

#0038484.01 36835-27788

TRADEMARK

REEL: 1864 FRAME: 0115

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the

10th day of May, 1996.

ATTEST/WITNESS:

IVC INDUSTRIES, INC.

Name: Parthur

Title: Kesiker

STATE OF NEW YORK

.SS:

COUNTY OF NEW YORK:

On this Letter day of June, 1996, before me the undersigned, personally appeared Arthur Edell, the Ecology of IVC Industries, who, I am satisfied, is the person who signed the foregoing instrument, and he did acknowledge that he signed and delivered the same in his 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

BARBARA SCHOCKAERT Notary Public of NJ My Commission Expires March 3D 1998

arbara Schockaert

ANNEX 1

MARK	DEC NO	TO A OTTE
	REG. NO.	DATE
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BIO-CEE	632,570	8-14-5 6
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CHOLINOS	563,811	9-9-52
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IPANA	2,006,426	10-8-96
PINE BROS.	2,125,894	12-30-97
PRO HAIR2	2,110,990	11-4-97
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SENT BY: 2-23-99 ; 5:12PM ; GIBBONS DEL DEO → 6095300877;# 3/ 3 **PROTECTOR** 1,979,160 6-11-96 2,047,422 RYBUTOL 3-25-97 THE SECOND BEST WAY TO GET 1,972,626 5/7/96 YOUR VEGETABLES SYNERGY PLUS 2,209,950 12-15-98 ZESTABS 2,207,398 12-1-98 VITAMIN SPECIALTIES 1880352 2-8-95

PENDING APPLICATIONS

1880353

DIET INSURANCE	74/733,176	9-22-95
EARTH ESSENTIALS	74/718,051	8-21-95
VITAMIN ESSENTIALS	74/594 418	11-3-04

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0709-122-609-1:dI TRADEMARK

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2-8-95

(with design)

VITAMIN SPECIALTIES