

08-25-1999

FORM PTO-1594 (Substitute)



SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

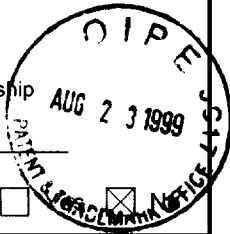
101126672

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):

GENERAL NUTRITION INVESTMENT COMPANY, A DELAWARE CORPORATION

- Individual, Association, General Partnership, Limited Partnership, Corporation-DELAWARE, Other



Additional name(s) of conveying party(ies) attached? []

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

Name: GENERAL NUTRITION INVESTMENT COMPANY, AN ARIZONA CORPORATION

Address: 300 SIXTH AVENUE

City: PITTSBURGH State: PA Zip: 15222

3. Nature of conveyance:

8-23-99

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

Execution Date: FEBRUARY 1, 1999

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No

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

4. Application number(s) or patent number(s)

A. Trademark Application No(s). SEE ATTACHED APPENDIX A

B. Trademark Registration No(s). SEE ATTACHED APPENDIX B

Additional numbers attached? [X] Yes [] No

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

Name: DAVID J. SULLIVAN

GENERAL NUTRITION INVESTMENT COMPANY

Address: 300 SIXTH AVENUE

City: PITTSBURGH State: PA Zip: 15222

6. Total number of applications and registrations involved:

208

7. Total fee (37 CFR 2.6(b)(6)):

\$ 5,215

- Enclosed, Authorized to be charged to deposit account, Charge any deficiency to deposit account

8. Deposit account number:

18-0582

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

08/24/1999 DC00TES 00000222 2122939

DO NOT USE THIS SPACE

1 FC-181 40.00 OP, 2 FC-182 5175.00 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 and copy of the original document.

David J. Sullivan Name of Person Signing

Signature

8-19-99 Date

Total number of pages including cover sheet, attachments, and document: 35

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

REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NUMBER
Alive Journey to Total Health	2,122,939
Alive Total Wellness Program & Design	2,103,800
Aloe Select	2,019,073
Amphoral	1,812,646
Antioxidant Advantage	2,122,266
Athletic Advantage	2,133,282
Beauty is More Than Skin Deep	2,056,844
Big 50	1,124,836
Big 100	1,124,835
Bio Multiple	2,148,334
Bio-Remedy	2,034,414
Body Builder's Protein	1,167,992
Body Rover	2,136,226
Builder Plus	2,078,101
Calcium Complete	1,432,670
Calcium Plus	2,150,578
Carticin	2,221,005
Cell Protector	2,090,712

Exhibit "A"

REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NUMBER
Clear Advantage	2,179,655
Crash Plus	2,078,095
Creatine Plus	2,166,615
Cutting Edge	2,093,727
Echinagel	2,124,428
Effect	2,217,933
Egg White Supreme	2,162,743
Energel	2,208,204
Energy Complete	2,116,924
Food for Thought	2,111,298
Ginsagel	2,127,863
GNC	2,180,647
GNC w/ (casper) design	1,996,392
GNC-General Nutrition Centers	1,786,007
GNC - General Nutrition Centers- Live Well	2,092,084
GNC-General Nutrition Centers Where America Shops For Health	1,806,566
GNC Gold Card	2,117,280

Exhibit "A"

REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NUMBER
GNC Health Management Center	1,463,984
GNC Live Well	2,187,956
GNC Live Well	2,192,423
GNC Live Well	2,187,955
Herbal Plus	2,004,480
Hydrastagel	2,124,430
Informed Nutrition	2,091,804
Ironchel	2,181,487
Journey to Total Health	1,996,103
Kavagel	2,127,864
Lechicin Plus	2,203,328
Magic Touch	2,058,063
Mega Men	2,163,971
Multi Ginseng	2,015,803
Multi-Mega Minerals	2,153,736
Nature s Fingerprint	2,184,394
Nourishair	1,264,669
Nutrigest	2,184,573
OptiBody	1,965,436
Optibolic	2,059,909

Exhibit "A"

REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NUMBER
Orchard Blends	2,166,419
Osteosure	2,202,278
Parthenogel	2,214,615
Phosphamass	2,088,384
Phytonutramin	2,095,653
Preventron	756,715
Preventive Nutrition	1,836,536
Pro Performance	1,562,974
PRO-RX	2,129,464
Pro Stuff	2,127,798
Ratio	2,202,178
Scentmaster	2,171,770
Solotron	1,115,935
Soy Solution	2,086,493
Special Forces	2,175,752
SportsKids	2,217,361
Superex	742,893
Supertron	1,115,934
System LF	2,166,560
Training Phases	2,168,582
24-Hour Diet	1,912,962

Exhibit "A"

REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NUMBER
Ultimate Garlic	2,102,125
Ultra Chromium Picolinate	2,153,738
Ultra Colon System	2,090,037
Ultra E	2,208,203
Ultra Mega	1,131,604
Valeragel	2,124,429
Vita-Worth	1,902,339
X-Phedra	2,173,983
Natures Food Centres	1,147,775
Nature Food Centres	1,147,453
Nature Food Centres	1,148,298
Nature Food Centres	1,148,306
Nature Food Centres	952,565
Nature Food Centres (Service Mark)	1,126,272
Nature Food Centres (Service Mark)	1,126,271
Nature Food Centres (Service Mark)	1,126,270

Exhibit "A"

PENDING TRADEMARK FILE

	<u>Filing Date</u>	<u>Serial No.</u>
AMINO GOLD	08/24/98	75/540,897
AMPHORA	05/14/98	75/484,894
ARGININE UPTAKE	08/05/98	75/531,415
BASIC NUTRITION	06/30/98	75/510,996
B COMPLEX COMPLETE	06/30/98	75/558,158
CALCIBITE	10/20/98	75/573,683
CALCIMATE	05/11/98	75/483,021
CAL-MATE	05/11/98	75/483,025
CARCINEX	10/14/98	75/571,659
CARDIO FORM	02/23/98	75/438,241
CARDIOMEGA	10/14/98	75/571,661
CHALLENGE	07/16/98	75/520,342
CHLORAGEL	08/19/98	75/539,243
CHLORASEAL	08/12/98	75/534,952
CHOLONIN	11/12/97	75/388,563
CIMITIZYME	11/12/97	75/388,561
CIRCUFORM	09/11/98	75/551,207
CORTILEVE	10/20/98	75/573,684
COMPETITION 1850	07/13/98	75/517,987
CREATINE PLUS TRANSPORT	11/12/97	75/575,690
ENERGUM	09/24/98	75/558,154
ENERTHERM	07/16/98	75/520,243
EPO PLUS	10/06/98	75/566,192
EYEGOLD	09/11/98	75/551,209
FAST CAL 500	09/08/98	75/549,638
FEMA B COMPLEX	09/11/98	75/551,208
FINGERPRINTED	08/31/98	75/545,242
FLAMASE	01/08/99	75/617,228
FLAMOZYME	11/12/97	75/388,564
FLEXIBILI TEA	08/19/98	75/539,244

APPENDIX B

GINKO BILOBA PLUS	09/24/98	75/558,156
GINSA GOLD	07/13/98	75/517,990
GINSENG COMPLETE	11/23/98	75/593,226
GINSENG GOLD	03/06/97	75/252,898
GINSUPREME	01/08/99	75/617,229
GLUCARCLEANSE	02/23/98	75/438,240
GLUTOGAIN	02/23/98	75/438,237
GLYCOGEN ADVANTAGE	07/13/98	75/517,986
GLUCOSASOY	12/17/98	75/607,603
GLUCOSOY		75/601,530
GNC LIVE WELL		75/704,399
GOLDMINDS	11/26/97	75/396,555
GUARANA RUSH	09/24/98	75/558,160
HERBAL RUSH	09/24/98	75/558,027
IMMUNETIC	01/26/99	75/650,349
IPRIBONE		75/566,194
IRONEX	11/17/97	75/391,376
ISOFLAVEX	11/12/97	75/388,557
KETO IMMUNE	02/23/98	75/438,236
LACTICLEAR	01/11/99	75/618,160
LIVERCIN	08/28/98	75/545,016
LUTEYEN	11/12/97	75/388,558
MACA MAN		75/659,655
MEGA CAT		75/609,047
MEGA DOG		75/609,048
MEDITEA	11/25/97	75/396,092
MEGA EPA	08/28/98	75/545,015
MEGA KIDS	08/24/98	75/540,884
MEGA TEEN	08/11/98	75/534,706
MEMORALL	08/05/98	75/531,413
META FLEX	10/22/98	75/575,688
MICRO CAL	01/08/99	75/617,231
MULTIBITE	08/11/98	75/534,704
NATURAL BRAND	09/24/98	75/558,157
NATURAL SOLUTIONS (Cl. 29 & 30)	07/16/98	75/520,344

APPENDIX B

NEUROCHOLINE	02/01/99	75/631,490
NOURISHLIP		75/566,193
NOVOFLEX	11/12/97	75/388,562
NYTONIN	11/12/97	75/388,560
OMEGASORB	10/27/98	75/577,224
OPTIMAX	12/30/98	75/613,626
OST PROGRAM	10/20/97	75/376,294
PARASOLVE	10/20/98	75/573,678
PARA ESSENTIALS	05/29/98	75/493,057
PARAVOID	10/20/98	75/573,682
PEPTIDE FM	12/30/98	75/613,627
PHARMASSURE		75/601,529
PHARMASURE		75/596,414
PLATINUM YEARS	11/12/98	75/586,746
POST GAME	11/12/97	75/388,565
PRIMA C	09/08/98	75/549,637
PRO CUT	01/11/99	75/618,158
PRO CHROME	08/24/98	75/540,894
PROFILE	03/27/97	75/265,231
PRO PERFORMANCE LABORATORIES	07/16/98	75/520,245
PRO RIPPED	08/24/98	75/540,898
PROSTA-CERN	08/05/98	75/531,414
PYRUDYL	08/11/98	75/534,703
QUOTIENT	11/25/97	75/396,094
SMART HERBS	08/12/98	75/534,953
SOLUTINE	07/13/98	75/517,988
SOY COMPLETE		75/545,017
SOY SUPPORT	07/16/98	75/520,244
SOYPONIN	10/14/98	75/571,658
SPECTRAGEL	10/17/98	75/577,202
STAR GLA	11/18/98	75/591,311
SUPRAZINA	10/14/98	75/571,657
SYSTEM PYRU-PHEN	09/08/98	75/549,641
TEEN CAL	08/11/98	75/534,705
TMG COMPLETE	10/22/98	75/575,687

APPENDIX B

TRANS-NEURO	05/20/98	75/488,176
TRIBULIVER	07/13/98	75/517,989
TRI OPCs	01/08/99	75/617,230
THYROBOLIC		75/642,012
ULTRA SAW PALMETTO	09/08/98	75/549,639
ULTRA ZINC LOZENGES	12/30/98	75/613,604
VALUE NUTRITION	06/22/98	75/506,721
VENA CLEAR	10/27/98	75/577,201
VENERATIONS	01/05/97	75/413,742
VITAL SOLUTIONS	08/31/98	75/545,243
VITA RUSH	09/24/98	75/558,159
VITASCRIPT	10/01/98	75/563,645
WNT PROGRAM	10/02/97	75/366,745

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APPENDIX B

***ARTICLES OF MERGER**

***ARTICLES OF AMENDMENT AND MERGER**

OF

**GENERAL NUTRITION INVESTMENT COMPANY (N/R) M-0865667-3
(A DELAWARE CORPORATION)**

INTO

**GENERAL NUTRITION INVESTMENT COMPANY 0863901-8
(AN ARIZONA CORPORATION)**

1. Filed simultaneously with these articles of merger is the plan of merger which has been adopted by General Nutrition Investment Company, a Delaware corporation, and General Nutrition Investment Company, an Arizona corporation, which is the surviving corporation.

2. The name of the surviving corporation is General Nutrition Investment Company, and its known place of business is 1002 South 63rd Avenue at Buckeye, Phoenix AZ 85043.

3. The name and address of the statutory agent of the surviving corporation is: C.T. Corporation System, 3225 North Central Avenue, Phoenix, AZ 85012.

4. The plan of merger does not contain any amendments to the articles of incorporation of the surviving corporation.

Attached as Exhibit A are the amendments to the articles of incorporation of the surviving corporation which have been adopted as a result of the adoption of the plan of merger.

5. Shareholder approval of the plan of merger was not required.

Approval of the shareholders of one or more of the corporations which are parties to the merger was required. The designation of voting groups in each corporation which is a party to the merger entitled to vote separately on the merger, the number of votes in each, the number of votes represented at the meeting at which the merger was adopted and the votes cast for and against the merger were as follows:

General Nutrition Investment Company (an Arizona Corporation), the surviving corporation. There is only one voting group eligible to vote on approval of the merger.

The voting group consisting of 1,000 outstanding shares of common stock is entitled to 1,000 votes. All votes were present at the meeting. The voting group cast 1,000 votes for and -0- votes against the merger. The number of votes cast for the merger was sufficient for approval by the voting group.

General Nutrition Investment Company (a Delaware Corporation), the disappearing corporation. There is only one voting group eligible to vote on approval of the merger.

The voting group consisting of 1,000 outstanding shares of common stock is entitled to 1,000 votes. All votes were present at the meeting. The voting group cast 1,000 votes for and -0- votes against the merger. The number of votes cast for the merger was sufficient for approval by the voting group.

6. The merger is permitted by the law of the state or country under whose law each foreign corporation is incorporated and each foreign corporation has complied with that law in effecting the merger.

DATED as of this 1 day of February, 1999.

GENERAL NUTRITION INVESTMENT COMPANY

By *Ronald M Marmo*
RONALD M MARMO, Assistant Secretary
[name] [title]

EXHIBIT A

PLAN OF MERGER

of

GENERAL NUTRITION INVESTMENT COMPANY
(a Delaware Corporation)

With and Into

GENERAL NUTRITION INVESTMENT COMPANY
(an Arizona corporation)

ARTICLE I

GENERAL

Section 1.1. General Nutrition Investment Company, a Delaware Corporation (“GNIC-DE”), and General Nutrition Investment Company (“GNIC-AZ”), an Arizona corporation, shall effect a merger subject to the terms and conditions of this Plan of Merger (the “Plan of Merger”) and the Plan and Agreement of Merger dated as of February 1, 1999, by and between the foregoing parties (the “Agreement”)

Section 1.2. At the Effective Time, as defined in Section 1.6 hereof, GNIC-DE shall be merged into GNIC-AZ (herein referred to as the “Merger”); the existence of GNIC-AZ shall continue, and GNIC-AZ is hereinafter sometimes referred to as the Surviving Entity.

Section 1.3. The authorized capital of the Surviving Entity following the Merger shall be 1,000 shares, par value \$1.00 per share.

Section 1.4. At the Effective Time, the Certificate of Incorporation and Bylaws for GNIC-AZ, without amendment, shall, in accordance with § 10-1101 of the Arizona Business Corporation Act, be the governing document of the Surviving Entity.

Section 1.5. At the Effective Time, the separate existence of GNIC-DE shall cease and GNIC-DE shall be merged into the Surviving Entity with the effect specified by Section 10-1106 of the Arizona Business Corporation Act and Section 251 of the Delaware General Corporation Law.

Section 1.6. Subject to the terms and conditions herein provided, (a) Articles of Merger, incorporating this Plan of Merger shall be executed to comply with the applicable requirements of § 10-1101 of the Arizona Business Corporation Act and (b) a Certificate of Merger incorporating this Plan of Merger shall be executed to comply with the applicable requirements of Del. Code Tit. 8, § 251 on the Closing Date, determined in accordance with Section 1.7 of the Agreement or on such other date as may be agreed upon by GNIC-AZ and GNIC-DE (hereinafter the "Closing Date"). On the Closing Date or as soon thereafter as practicable, such Articles of Merger shall be filed with the Arizona Secretary of State pursuant to §10-1105 and such Certificate of Merger shall be filed with the Delaware Secretary of State pursuant to Del. Code Tit. 8, § 251. This Merger shall become effective (the "Effective Time") on the latter of 11:59 p.m., February 6, 1999, or the day on which such filing is effected.

ARTICLE II

CAPITAL OF THE SURVIVING ENTITY

Section 2.1. At the Effective Time, all outstanding beneficial ownership interest(s) in GNIC-DE and all rights in respect thereof, shall, by virtue of the Merger and without any action on the part of the holders thereof, be canceled and retired.

Section 2.2. None of the shares of Common Stock of GNIC-AZ issued or outstanding immediately prior to the Effective Time shall be canceled or converted as a result of the Merger, but all such shares of Common Stock of GNIC-AZ shall remain issued or outstanding shares of the Surviving Entity.

ARTICLE III

MISCELLANEOUS

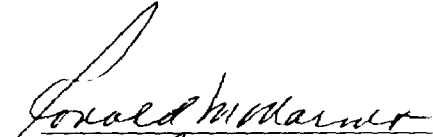
Section 3.1. The obligations of GNIC-AZ and GNIC-DE to effect the Merger by filing Articles of Merger with the Arizona Secretary of State and a Certificate of Merger with the Delaware Secretary of State shall be subject to all of the conditions precedent specified in the Agreement.


Section 3.2. This Plan of Merger may be terminated or amended prior to the Effective Time in the manner and upon the conditions set forth in the Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Plan of Merger to be executed on its behalf and its corporate seal to be hereto affixed by its duly authorized officer or trustee, all as of this 1st day of February, 1999.

ATTEST:


GENERAL NUTRITION
INVESTMENT COMPANY

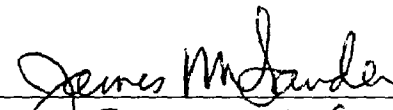

Name: RONALD M. MARINO
Title: Assistant Secretary

By: 
Name: JAMES M. SANDER
Title: Vice President

ATTEST:

GENERAL NUTRITION INVESTMENT
COMPANY


Name: RONALD M. MARINO
Title: Assistant Secretary

By: 
Name: JAMES M. SANDER
Title: Vice President

PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER (the "Agreement"), dated as of February 1, 1999 between GENERAL NUTRITION INVESTMENT COMPANY, a Delaware corporation ("GNIC-DE"), and GENERAL NUTRITION INVESTMENT COMPANY, an Arizona corporation ("GNIC-AZ").

WITNESSETH:

WHEREAS, GNIC-DE is a corporation duly organized and existing under the laws of the State of Delaware and GNIC-AZ is a corporation duly organized and existing under the laws of the State of Arizona; and

WHEREAS, the Board of Directors of GNIC-AZ and the Board of Directors of GNIC-DE deem it advisable for the general welfare and advantage of the respective companies and their shareholders to merge (the "Merger") pursuant to the applicable provisions of the laws of the States of Delaware and Arizona and pursuant to the plan of merger (the "Plan of Merger") attached hereto as Exhibit A, and have adopted resolutions approving the consummation of the Merger pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, the Board of Directors of GNIC-AZ has directed that the Plan of Merger be submitted for action thereon to the sole Shareholder of GNIC-AZ, all in accordance with the applicable laws of the State of Arizona and the Board of Directors of GNIC-DE have directed that the Plan of Merger be submitted for action thereon to the sole Shareholder of GNIC-DE, all in accordance with the applicable laws of the State of Delaware.

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations, covenants and actions herein provided, the parties hereto, each intending to be legally bound hereby, agree as follows:

SECTION 1. MERGER.

1.1 Plan of Merger. On or prior to the closing date as determined pursuant to Section 1.7 hereof (the "Closing Date"), GNIC-DE and GNIC-AZ shall execute the Plan of Merger and, on the Closing Date, deliver to and file with the office of the (a) Secretary of State of the State of Delaware, a Certificate of Merger, incorporating the Plan of Merger, as provided therein and (b) the Secretary of State of the State of Arizona, Articles of Merger, incorporating the Plan of Merger, as provided therein

1.2 Effective Time. The effective time of the Merger ("Effective Time") shall be the latter of the date on which the Plan of Merger is filed with the Secretary of State of the

State of Delaware and with the Secretary of State of the State of Arizona, as provided in Section 1.6 of the Plan of Merger or 11:59 p.m. on February 6, 1999.

1.3 Surviving Corporation. At the Effective Time, GNIC-DE shall merge with and into GNIC-AZ, and GNIC-AZ shall be the surviving entity and the separate existence of GNIC-DE shall cease.

(A) The Bylaws of GNIC-AZ, as the surviving entity, shall remain in full force and effect.

(B) The Officers and Directors of GNIC-AZ, as the surviving entity, shall remain in their respective capacities until their respective successors have been duly appointed or elected and qualified, as the case may be.

1.4 Conversion of Ownership Interests.

(A) At the Effective Time, all outstanding beneficial ownership interest(s) in GNIC-DE and all rights in respect thereof, shall, by virtue of the Merger and without any action on the part of the holders thereof, be canceled and retired.

(B) None of the shares of Common Stock of GNIC-AZ issued or outstanding immediately prior to the Effective Time shall be canceled or converted as a result of the Merger, but all such shares of Common Stock of GNIC-AZ shall remain issued or outstanding shares of the Surviving Entity.

1.5 GNIC-AZ Approval. The Board of Directors of GNIC-AZ shall submit the Plan of Merger to all of the Shareholders of GNIC-AZ eligible to vote thereon for approval, as provided by § 10-1103 of the Arizona Business Corporation Law on or before the Closing Date.

1.6 GNIC-DE Approval. The Board of Directors of GNIC-DE shall submit the Plan of Merger to all of the Shareholders of GNIC-DE eligible to vote thereon, as provided by Del. Code Tit. 8 § 252(c) on or before the Closing Date.

1.7 Closing. The closing hereunder (the "Closing") shall be held at the offices of Rose, Schmidt, Hasley & DiSalle, P.C., 900 Oliver Building, Pittsburgh, Pennsylvania 15222, on February 6, 1999, or such other date as may be mutually approved in writing by the parties hereto. The date and time of the Closing is referred to herein as the "Closing Date."

1.8 Conditions to Be Fulfilled. Notwithstanding the provisions of Section 1.7 above, the Closing hereunder is subject to and contingent upon the fulfillment or waiver of each of the conditions precedent to the obligations of the parties as set forth in Sections 6 and 7.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF GNIC-DE.

GNIC-DE represents and warrants to GNIC-AZ as of the date hereof and as of the Closing Date:

2.1 Organization, Standing and Qualification. GNIC-DE is duly organized, validly existing and in good standing under the laws of the State of Delaware. GNIC-DE has full power and authority to own and lease its properties and to carry on its business as now conducted.

2.2 Capitalization. All of issued share Certificates ("Certificates") in and to GNIC-DE have been duly authorized and validly issued and are fully paid and nonassessable, and none of them were issued in violation of any preemptive or other right. There are no contracts, agreements or arrangements to issue, sell or otherwise dispose of or redeem, purchase or otherwise acquire any beneficial ownership interest in GNIC-DE or any other agreement exercisable or exchangeable for or convertible into any or other ownership interest of GNIC-DE, and, except for this Agreement, there is no outstanding right to purchase, or contract, agreement or arrangement with respect to, any or other ownership interest.

2.3 Authorization. GNIC-DE has taken, or will take prior to the Closing Date, all actions required to authorize the execution and delivery of this Agreement and the Plan of Merger and the consummation of the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Plan of Merger and the consummation of the transactions contemplated hereby and thereby will not violate any provision of, or result in the breach of or accelerate or permit the acceleration of the performance required by the terms of, any applicable law, rule or regulation of any governmental body having jurisdiction in the premises, GNIC-DE's Certificate of Incorporation, or any agreement to which GNIC-DE is a party or by which it may be bound, or of any order, judgment or decree applicable to it, or result in the creation of any claim, lien, charge or encumbrance upon any of the property or assets of GNIC-DE, or terminate or result in the termination of any such agreement, or in any way affect or violate the terms or conditions of, or result in the cancellation, modification, revocation, or suspension of, any of the licenses, franchises, approvals, certificates, permits or authorizations held by GNIC-DE.

2.4 Financial Statements.

GNIC-DE and GNIC-AZ are affiliated entities in the consolidated financial statements prepared on behalf of General Nutrition Companies, Inc. (the "Financial Statements"), and therefore GNIC-DE makes no representations or warranties with respect thereto.

2.5 Conduct of Business. Since January 31, 1998, and except as otherwise disclosed to GNIC-AZ:

(A) The business of GNIC-DE has been conducted only in the ordinary course;

(B) There has been no change in the condition (financial or otherwise) of the assets, liabilities, business, operations, prospects, or affairs of GNIC-DE other than changes in the ordinary course of business, none of which either singly, or in the aggregate, has been materially adverse; and

(C) There has been no damage, destruction or loss, or other occurrence or development (whether or not insured against) which either singly, or in the aggregate, materially adversely affect the properties or assets, or the business, operations or affairs of GNIC-DE.

2.6 Absence of Adverse Changes or Other Events. Since January 31, 1998, GNIC-DE has not, except as contemplated by or expressed in this Agreement or otherwise disclosed to GNIC-AZ:

(A) Created or incurred any material liability (absolute or contingent) except for liabilities under contracts entered into in the ordinary course of business;

(B) Loaned any money or otherwise pledged the credit of GNIC-DE, or mortgaged, pledged or subjected to any lien or otherwise encumbered any of its assets, tangible or intangible;

(C) Sold or otherwise disposed of any of its assets, tangible or intangible, at a cost for any asset in excess of \$50,000 or in excess of \$50,000 in the aggregate; or canceled any debts or claims in an amount for any debt or claim in excess of \$50,000 or in excess of \$50,000 in the aggregate, except, in each case, in the ordinary course of business;

(D) Declared or made any distribution to shareholders or made any other distribution on or in respect of, or directly or indirectly purchased, retired, redeemed or otherwise acquired any of its capital;

(E) Suffered any labor disputes or organizational activity by its employees;

(F) Made or become a party to any contract or commitment or renewed, extended, amended or modified any contract or commitment yet to be performed which in any one case involved an amount in excess of Fifty Thousand Dollars (\$50,000) or a term in excess of thirty (30) days;

(G) Issued or sold any stock or other ownership interest or rights to purchase same;

(H) Paid or agreed to pay, conditionally or otherwise, any bonus, extra compensation, pension or severance pay to any director, officer or employee, whether under any existing pension or other plan or otherwise, in excess of \$50,000 to any individual or in excess of \$50,000 for all directors, officers and employees in the aggregate; or increased the compensation,

including salaries, fees, commissions, bonuses, profit sharing, incentive, pension, retirement or other similar payments paid at January 1, 1999, to any of its directors, officers or employees;

(I) Become bound by or entered into any contract, commitment or transaction other than in the ordinary course of business; or

(J) Entered into any contract or agreement to do or perform any of the foregoing actions.

2.7 Undisclosed Liabilities. Except as has otherwise been disclosed to GNIC-AZ, GNIC-DE has not incurred or suffered any debt, liability or other obligation of a material nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due, which is not reflected or reserved against in the Financial Statements, except for debts, liabilities or other obligations incurred in the ordinary course of business since January 31, 1998, which are usual and normal in amount both individually and in the aggregate.

2.8 Taxes, Tax Returns and Audits.

(A) GNIC-DE has timely filed all Federal, state and local tax returns which are required by law to be filed by GNIC-DE and to the best of GNIC-DE's knowledge all such tax returns are complete and accurate in accordance with all legal requirements applicable thereto. GNIC-DE has paid all taxes which have become due pursuant to said tax returns, or pursuant to any assessment.

(B) The accounting methods used for purposes of taxes by GNIC-DE for all periods up to and including the taxable period in which the Closing Date occurs, have been and will be in accordance with proper tax accounting principles.

(C) There are no outstanding agreements or waivers extending the statutory period of limitation applicable to any tax return (whether Federal, state or local) for or including GNIC-DE for any period.

2.9 Title to Assets. GNIC-DE has, or will have as of the Closing Date, good and marketable title to all of its assets, whether real, personal or mixed and whether tangible or intangible, free and clear of restrictions on, or conditions to, transfer or assignment, and of mortgages, liens, pledges, charges, encumbrances, security interests, equities, claims, easements, rights of way, covenants, conditions and restrictions except:

(A) As otherwise expressly indicated in the Financial Statements; and

(B) The lien for current taxes not yet due and payable.

There are no outstanding rights or options in any third party to acquire any of such assets or properties or any interest therein.

2.10 Buildings and Structures. All the buildings and structures owned or leased by GNIC-DE or used or employed by it, are in a satisfactory state of repair, have been well maintained, and are in satisfactory operating condition as required for the proper operation and use thereof in the ordinary course of business free from any known defects except such defects as require routine maintenance; and (ii) such defects as do not substantially interfere with the continued use thereof in the conduct of the business conducted in connection therewith and conform in all material respects to all applicable ordinances, regulations and other laws relating thereto and the use thereof.

2.11 Real Property. There are no exceptions or encumbrances of any real property interest of GNIC-DE that have a material adverse affect on the use of the real property for the purposes that it is presently being used by GNIC-DE. GNIC-DE has all required occupancy permits for any real property used by it. GNIC-DE has not received any written notice from any governmental agency, board, bureau, body, department or authority with respect to the ownership, use or occupancy of any of the real property used or owned by it.

2.12 Plants, Machinery and Equipment. All of the plants, machinery and equipment owned or leased by GNIC-DE are in satisfactory operating condition and have been well maintained or proper operation and use in the ordinary course of business, free from any known defects, except (i) such as require routine maintenance; and (ii) such defects as do not substantially interfere with the continued use thereof in the business of GNIC-DE and, in their present condition, are sufficient to enable GNIC-DE to carry on its business operations as presently conducted.

2.13 Accounts Receivable. All notes and accounts receivable of GNIC-DE shown on the Financial Statements or thereafter acquired by it have been collected, or are current and collectible in accordance with their terms, subject to allowances in the ordinary course of business at the aggregate recorded amounts thereof and are subject to no counterclaims or setoffs.

2.14 Notice of Violations. No notice of any violation of any ordinance or administrative regulation has been received by GNIC-DE or, to the knowledge of GNIC-DE, is threatened.

2.15 Governmental Authorizations and Regulations. GNIC-DE has and will continue to have full authority from any and all regulatory bodies to conduct its business as represented to GNIC-AZ, and has all licenses, franchises, permits and other governmental authorizations which are necessary to operate its facilities and to conduct its businesses. Such licenses, franchises, permits and other governmental authorizations are valid, and GNIC-DE has received no notice that any governmental authority intends to cancel, terminate or not renew any such license, franchise, permit or other governmental authorization.

2.16 Compliance with Laws. There does not exist any basis for any claim of default under or violation of any federal, state, local or foreign statute, law, ordinance, regulation, rule, permit, judgment, order or decree that would have a materially adverse impact upon GNIC-DE and its properties, assets, operations and/or businesses.

2.17 Insurance. All policies of insurance held by GNIC-DE are in full force and effect and there is no ground for cancellation or reduction of the coverage provided thereby.

2.18 Labor Relations. GNIC-DE is not a party to any collective bargaining agreement and has not been notified by written charge, complaint, citation or claim that it is in violation of applicable federal, state or local laws concerning the safety and health of employees, discrimination in employment or employment practices, the payment of wages, hours of work or terms and conditions of employment, or the commission of unfair labor practices. There is no labor strike, or other work stoppage of employees of GNIC-DE currently in effect and to the best knowledge of GNIC-DE none threatened. To the knowledge of GNIC-DE, no question concerning representation (as such term is used in the context of proceedings before the National Labor Relations Board) exists respecting the employees of GNIC-DE. In the past two years GNIC-DE has not experienced a work stoppage by employees which work stoppage caused a significant interruption of normal operations.

2.19 Employee Benefit Plans. GNIC-DE has made to GNIC-AZ an accurate and complete disclosure of each bonus, deferred compensation, incentive compensation, severance or termination pay agreement, hospitalization or other medical, stock purchase, stock option, pension, life or other insurance, S.U.B. agreements, profit sharing or retirement plan or arrangement, maintained or contributed to by GNIC-DE for the benefit of any employee or terminated employee of GNIC-DE whether formal or informal and whether legally binding or not for which GNIC-DE will be responsible in whole or in part after the Closing Date (the "Plans"). The Financial Statements substantially reflect in the aggregate an accrual of all amounts of employer contributions accrued but unpaid under the Plans as of the Closing.

2.20 Contracts. Except as otherwise previously disclosed to GNIC-AZ, GNIC-DE is not a party to or bound by any written or oral:

(A) Agreement or understanding not made in the ordinary course of its business or which is materially adverse to it;

(B) Employment contract, consulting contract or contract for personal services not terminable at will;

(C) Contract or agreement with any labor union or other collective bargaining group;

(D) Contract for the future purchase of materials, supplies, machinery or other equipment;

(E) Sales agency agreement or advertising contract;

(F) Contract or commitment for expenditures in excess of Fifty Thousand Dollars (\$50,000) for any single matter;

(G) Contract or agreement with any director or officer of GNIC-DE other than unwritten employment agreements terminable "at will" by GNIC-DE and not requiring severance benefits;

(H) Contract or agreement containing covenants by GNIC-DE not to compete in any lines or business or with any person;

(I) Contracts or agreements for the lease of personal property with an annual rent in excess of Fifty Thousand dollars (\$50,000) per year;

(J) Loan, credit or financing agreements, including all agreements for any commitments for future loans, credit or financing; or

(K) Guarantee or suretyship agreement.

2.21 Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of GNIC-DE, threatened in any court or before any governmental agency or instrumentality against, by or affecting GNIC-DE or its business, financial condition or any of its properties or assets, or which would prevent the carrying out of this Agreement, the Plan of Merger or any of the transactions contemplated hereby or declare the same unlawful or cause the rescission thereof.

2.22 No Default. Neither GNIC-DE nor, to the best knowledge of GNIC-DE, any other party, has failed to perform all of its obligations required to be performed to date under any loan of any kind to which GNIC-DE is a party.

2.23 Accounting Practices. GNIC-DE makes and keeps accurate books and records reflecting its assets and maintains internal accounting controls that provide reasonable assurance that (i) transactions are executed with management's authorization; and (ii) transactions are recorded as necessary to permit preparation of the Financial Statements and to maintain accountability for the assets of GNIC-DE permitted only in accordance with management's authorization.

2.24 Disclosure. No representation, warranty or covenant by GNIC-DE in this Agreement nor any Schedule, statement, list or certificate furnished or to be furnished to GNIC-AZ pursuant hereto, or in connection with the transactions contemplated hereby, contain any untrue statement of a material fact, or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF GNIC-AZ.

GNIC-AZ represents and warrants to GNIC-DE as of the date hereof and as of the Closing Date as follows:

3.1 Organization, Standing. GNIC-AZ is a corporation duly organized, validly existing and in good standing under the laws of the State of Arizona.

3.2 Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by GNIC-AZ and, subject to the due authorization, execution and delivery by GNIC-DE, constitutes a legal, valid and binding obligation of GNIC-AZ. The execution and delivery of this Agreement and the Plan of Merger, and the consummation of the transactions contemplated hereby and the fulfillment and compliance with the terms and conditions hereof do not and will not after the giving of notice, or the lapse of time, or otherwise: (a) violate any provisions of any judicial or administrative order, award, judgment or decree applicable to GNIC-AZ; or (b) conflict with any of the provisions of the Articles of Incorporation or By-Laws of GNIC-AZ; or (c) conflict with, result in a breach of or constitute a default under any agreement or instrument to which GNIC-AZ is a party or by which it is bound.

3.3 Disclosure. No representation, warranty or covenant by GNIC-AZ in this Agreement nor any Schedule, statement, list or certificate furnished or to be furnished pursuant hereto, or in connection with the transactions contemplated hereby, contains any untrue statement of a material fact, or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading.

3.4 Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of GNIC-AZ threatened in any court or before any governmental agency or instrumentality against, by or affecting GNIC-AZ or its financial condition or which would prevent the carrying out of this Agreement, the Plan of Merger or any of the transactions contemplated hereby or declare the same unlawful or cause the rescission thereof. GNIC-AZ has not been charged with, or, to the knowledge of GNIC-AZ, is threatened with or under an investigation with respect to, any charge concerning any violation of any provision of any Federal, state or local law, regulation, ordinance, order or administrative ruling, and is not subject to or in default with respect to any order, writ, injunction or decree of any court, agency or instrumentality.

SECTION 4. COVENANTS OF GNIC-DE.

GNIC-DE covenants and agrees with GNIC-AZ that it will perform the following covenants between the date hereof and the Closing Date (except with respect to Section 4.1 hereof which covenant shall survive the Closing):

4.1 Access to Information and Corporate Records. GNIC-DE shall provide GNIC-AZ, its counsel, accountants and other representatives full access during normal business hours to all of the properties, books, accounts, records, contracts and documents of and relating to GNIC-DE or any of its properties. Nothing contained in this Section 4.1 shall in any way affect the survival of the representations and warranties of GNIC-DE as is hereinafter provided.

4.2 Corporate Matters. GNIC-DE shall not:

- (A) Amend its Articles of Incorporation or Bylaws;
- (B) Issue any additional shares of stock or other ownership interest;
- (C) Issue or create any obligations or other commitments for the issuance or transfer of shares of stock or other ownership interests;
- (D) Enter into any merger, consolidation, reorganization or recapitalization or reclassification of its ownership interests;
- (E) Declare or make any distribution in respect of its capital;
- (F) Directly or indirectly purchase, redeem, or otherwise acquire any shares of stock or other ownership interests in another entity; or
- (G) Agree to do any of the foregoing acts.

4.3 Conduct of Business. Between the date of this Agreement and the Closing Date, except as otherwise permitted by the prior written consent of GNIC-AZ, GNIC-DE agrees that:

- (A) GNIC-DE will conduct its business and operations only in the ordinary course, will maintain all of its properties and assets in a manner consistent with prior practice and will perform all material obligations under all agreements binding upon it;
- (B) GNIC-DE will not become a party to any agreement which, if it existed on the date hereof, would violate the representation contained in Section 2.20 hereof;
- (C) GNIC-DE will not do any of the acts listed in Section 2.6 hereof;
- (D) GNIC-DE will continue to effect the policies of insurance referred to in Section 2.17 hereof;
- (E) GNIC-DE will not enter into any compromise or settlement of any litigation, proceeding or governmental investigation relating to it or its properties or business;
- (F) GNIC-DE will not borrow any money or incur or guarantee any debt for borrowed money except in the ordinary course of business;
- (G) GNIC-DE will not lend any money or otherwise pledge its credit except in the ordinary course of business; and
- (H) GNIC-DE will not knowingly fail in any material respect to comply with any laws, ordinances, regulations or governmental restrictions applicable to it.

4.4 Business Organization. GNIC-DE shall use its best efforts to preserve its business organization intact, to keep available the services of its present officers and employees and to preserve and maintain its present relationships with suppliers, customers, lessors and others having business relationships with it.

SECTION 5. COVENANTS OF GNIC-AZ.

5.1 Consents. GNIC-AZ shall use its best efforts to obtain prior to the Closing Date all consents, authorizations and approvals required to be obtained by GNIC-AZ in connection with the execution, delivery and performance of the Agreement and the Plan of Merger and the consummation of the transactions contemplated hereby and thereby.

SECTION 6. CONDITIONS TO CLOSING - GNIC-AZ.

The obligation of GNIC-AZ to consummate the merger pursuant to this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, unless waived in writing by GNIC-AZ:

6.1 Representations and Warranties of GNIC-DE. The representations and warranties (whether or not so captioned) of GNIC-DE made in this Agreement or in any document or certificate delivered to GNIC-AZ pursuant hereto shall be true and correct in all respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date.

6.2 Covenants of GNIC-DE. GNIC-DE shall have fully performed and complied with all covenants, terms and agreements (whether or not so captioned) to be performed and complied with by it on or before the Closing Date.

6.3 Proceedings and Instruments Satisfactory. All proceedings taken in connection with the transactions contemplated hereby and all instruments and documents incident thereto shall be satisfactory in form and substance to GNIC-AZ and its counsel.

6.4 Damage to Properties. No portion of the assets and properties of GNIC-DE shall, after the date hereof and prior to the Closing Date, be lost, damaged or destroyed.

6.5 Owner Approval. The Plan of Merger shall have been approved by the holders of certificates of beneficial ownership of GNIC-DE by the affirmative vote of at least a majority of the votes which such holders are entitled to cast.

6.6 Consents and Other Approvals. GNIC-DE shall have obtained all consents, approvals and authorizations, and made all notices, registrations, and filings, under any law, statute, rule, regulation, judgment, order, injunction, award, contract, agreement or other instrument to which it is a party, or by which it or any of its properties are bound or subject, which in each case is required to permit the consummation of the transactions contemplated by

this Agreement and the Plan of Merger without contravention, violation or breach of any of the terms thereof.

6.7 No Adverse Change. No material adverse change shall have occurred in the assets, liabilities, business, operations, properties, prospects or condition (financial or otherwise) of GNIC-DE.

6.8 Absence of Litigation. No action, suit or proceeding arising out of or related to this Agreement or the transactions contemplated hereby, shall have been instituted or threatened before or by any court, administrative agency or body or governmental authority or any arbitration panel which in the sole discretion of GNIC-AZ renders it inadvisable to proceed with the consummation of transactions contemplated by this Agreement.

SECTION 7. CONDITIONS TO CLOSING - GNIC-DE.

The obligation of GNIC-DE to consummate the merger hereunder is subject to the satisfaction, at or prior to the Closing Date, of the following conditions unless waived by GNIC-DE:

7.1 Representations and Warranties of GNIC-AZ. The representations and warranties (whether or not so captioned) of GNIC-AZ made in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date.

7.2 Covenants of GNIC-AZ. GNIC-AZ shall have fully performed and complied with all covenants and agreements (whether or not so captioned) to be performed and complied with by it on or before the Closing Date.

7.3 Proceedings and Instruments Satisfactory. All proceedings taken in connection with the transactions contemplated hereby and all instruments and documents incident thereto shall be satisfactory in form and substance to GNIC-DE and its counsel.

SECTION 8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.

The representations, warranties, covenants and agreements of GNIC-AZ and GNIC-DE contained in this Agreement or in any Schedule, statement, report, certificate or other document or instrument required to be delivered pursuant to this Agreement shall survive the making of this Agreement.

SECTION 9. FAILURE OF CONDITIONS.

GNIC-DE and GNIC-AZ agree to use their best efforts to bring about the Closing and the consummation of the merger contemplated herein on the Closing Date. In the event that the parties mutually agree not to proceed with the consummation of the transactions contemplated hereby or in the event that there is a failure of the satisfaction of any conditions set forth in Section 6 or Section 7 and such failure is not waived by the other party, or that the Closing of the transactions contemplated herein does not occur on or prior to February 1, 1999, then this Agreement shall be automatically terminated and no party shall have any further obligation or liability to the other hereunder.

SECTION 10. NOTICE.

All notices and other communications hereunder shall be in writing and deemed to have been duly given if hand delivered or, if mailed, registered or certified mail, return receipt requested, postage prepaid, on the third day following such mailing, to the following respective addresses:

To GNIC-AZ:

General Nutrition Distribution Company
1002 South 63rd Avenue at Buckeye
Phoenix, AZ 85043

To GNIC-DE:

General Nutrition Investment Company
103 Springer Building
3411 Silverside Road
Wilmington, DE 19810

Any party to this Agreement may change the address of the party to which all communications and notices may be sent hereunder by addressing notices of such change in the manner provided.

SECTION 11. MISCELLANEOUS.

11.1 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

11.2 Binding Effect. All of the terms of this Agreement shall be binding upon the respective successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective personal successors and assigns.

11.3 Entire Agreement. This Agreement is an integrated document, contains the entire agreement between the parties, wholly cancels, terminates and supersedes any and all previous and/or contemporaneous oral agreements, negotiations, commitments and writings between the parties hereto with respect to such subject matter. No change, modification, extension, termination, notice of termination, discharge, abandonment or waiver of this Agreement or any of the provisions hereof, nor any representations, promise or condition relating to this Agreement, shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

11.4 Captions. The captions of Sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

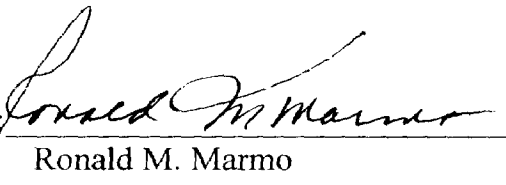
11.5 Governing Law. The construction and interpretation of this Agreement and the rights of the parties shall be governed by the laws of the State of Delaware.

11.6 Incorporation by Reference. Any and all Schedules, Annexes, statements, reports, certificates or other documents or instruments referred to herein or attached heretofore incorporated herein by reference thereto as though fully set forth at the point referred to in this Agreement.

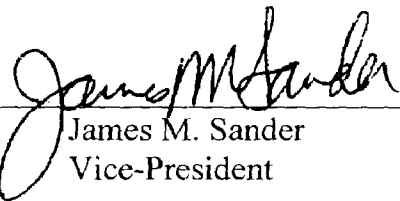
IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date and year first above written.

ATTEST:

GENERAL NUTRITION INVESTMENT
COMPANY
(an Arizona company)

By: 

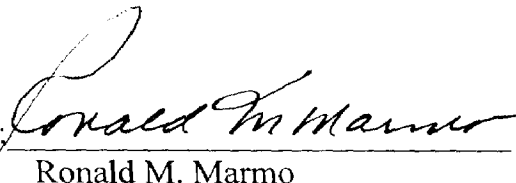
Ronald M. Marmo
Assistant Secretary

By: 

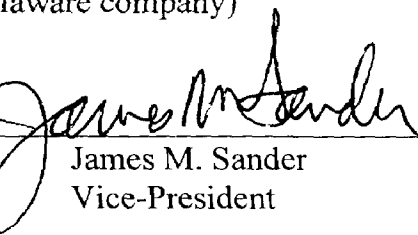
James M. Sander
Vice-President

ATTEST/WITNESS:

GENERAL NUTRITION INVESTMENT
COMPANY
(a Delaware company)

By: 

Ronald M. Marmo
Assistant Secretary

By: 

James M. Sander
Vice-President