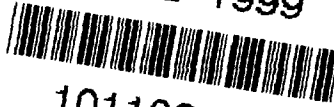


09-02-1999



101132438

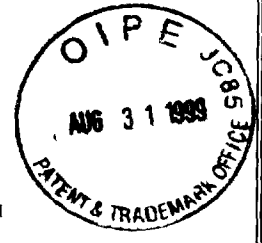
To the Honorable Commissioner of Patents and Trademarks. Please record this

1. Name of conveying party(ies):
IBJ WHITEHALL BUSINESS CREDIT CORPORATION
 (/k/a **IBJ SCHRODER BUSINESS CREDIT CORPORATION**,
 successor in interest to **IBJ SCHRODER BANK & TRUST COMPANY**)
 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 party(ies):
 Name: **HEALTH-CHEM CORPORATION**
 Internal Address:
 Street Address: **460 Park Avenue**
 City **New York** State **NY** Zip **10022**
 (formerly 1212 Avenue of the Americas, New York, NY 10036 and
 1107 Broadway, New York, NY 10010)
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - State of **Delaware**
 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 No



8-31-99

3. Nature of Conveyance: Release of Security Interest
 Recorded at Reel 1574, Frame 0638
 Assignment Merger
 Security Agreement Change of Name
 Other
 Execution Date: **August 17, 1999**

4. Application number(s) or registration number(s):
 If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)	B. Trademark Registration No.(s) Registration No. 1,017,831 Registration No. 1,031,045 Registration No. 1,303,405
---------------------------------	--

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Cynthia Clarke Weber, Esq.
 SUGHRUE, MION, ZINN, MACPEAK & SEAS, PLLC
 2100 Pennsylvania Avenue, N.W.
 Suite 800
 Washington, D.C. 20037-3202

6. Total number of applications and registration involved: **3**

7. Total Fee (37 CFR 3.41): \$ **90.00**
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.
 Authorized to be charged to Deposit Account

8. Deposit Account No.
 (Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

Name: Cynthia Clarke Weber Date: 8/18/99
 TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT: 3

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

Do not detach this portion
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

09/01/1999 MTHA11
 00000200 1017831
 40.00 OF
 50.00 OF
 01 FC:481
 02 FC:482

TRADEMARK RE-ASSIGNMENT AND RELEASE OF SECURITY AGREEMENT

WHEREAS HEALTH-CHEM CORPORATION, a Delaware corporation ("Assignor") did execute and deliver to IBJ WHITEHALL BUSINESS CREDIT CORPORATION (f/k/a IBJ SCHRODER BUSINESS CREDIT CORPORATION, successor in interest to IBJ SCHRODER BANK & TRUST COMPANY), AS AGENT ("Assignee") for itself and various other financial institutions (collectively, "Lenders") a certain Trademark Assignment of Security (the "Agreement"); and

WHEREAS the Agreement was recorded in the United States Patent and Trademark Office at Reel 1574, Frame 0638 on April 21, 1997 with respect to certain trademarks and the U.S. registrations thereof, including those set forth on Exhibit A attached hereto and thereto (the "Marks" and "Registrations"); and

WHEREAS the Agreement provided a collateral security interest in the Marks and Registrations for certain loans made by Lenders to Assignor and such loans have been fully paid and satisfied;

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee does hereby terminate its security interest and assigns, sells and transfers unto Assignor its entire right, title and interest in and to each of the Marks and the Registrations, together with that part of the goodwill of its business connected with the use of and symbolized by the Marks and Registrations, and does hereby further cancel and terminate the Agreement, declare the same null and void, of no further force and effect, and further states that Assignee has no further or continuing right, title or interest in or to any of the Marks or Registrations.

SIGNED and EFFECTIVE this 17 day of August, 1999.

IBJ WHITEHALL BUSINESS CREDIT CORPORATION,
AS AGENT

By: _____

Name: Bruce Kasper
Title: VICE PRESIDENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

This instrument was acknowledged before me on August 17, 1999 by BRUCE KASPER, VICE PRESIDENT of IBJ Whitehall Business Credit Corporation, a corporation on behalf of said corporation.

Deborah Schuff
Notary Public

DEBORAH SCHEFF
NOTARY PUBLIC, State of New York
No. 4907990
Qualified in Nassau County
Commission Expires October 13, 1999

EXHIBIT A

Exhibit A to a TRADEMARK RE-ASSIGNMENT AND RELEASE OF SECURITY AGREEMENT dated August 17, 1999, by and between IBJ Whitehall Business Credit Corporation (f/k/a IBJ Schroder Business Credit Corporation, successor to IBJ Schroder Bank & Trust Company), as Agent and Health-Chem Corporation.

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Reg. or Country</u>	<u>Filing Date</u>
1017831	HERCON	USA	March 11, 1974
1031045	HERCON	USA	March 11, 1974
1303405	LURE N KILL	USA	October 7, 1982