

03-27-2000



101282737

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 11.2.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 101190157
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year
10/27/99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name VITA QUEST INTERNATIONAL INC.

10/27/99

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name THE CHASE MANHATTAN BANK, AS AGENT

DBA/AK/A/T/A

Composed of

Address (line 1) 4 Campus Drive

Address (line 2)

Address (line 3) Parsippany New Jersey 07054
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization NEW YORK BANKING CORPORATION

FOR OFFICE USE ONLY

2790 E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002008 FRAME: 0527

~~11-03-1999~~
~~101190157~~

MID 11/01/99
RECC
FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Name VITAQUEST INTERNATIONAL INC. Execution Date 10-29-99
Month Day Year

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship State of Incorporation/Organization DELAWARE

Receiving Party Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name THE CHASE MANHATTAN BANK, AS AGENT

DBA/AKATA _____

Composed of _____

Address (line 1) 4 Campus Drive

Address (line 2) _____

Address (line 3) Parsippany New Jersey 07054
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Other _____

Citizenship/State of Incorporation/Organization NEW YORK BANKING CORPORATION

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

SEE ATTACHED SCHEDULE

Trademark Application Number(s)			Registration Number(s)		

11/02/1999 MTHAI1 00000228 1647835
01 FC:481 40.00 DP
02 FC:482 2750.00 DP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s) *SEE ATTACHED*

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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

#

Deposit Account Number:

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Patti S. Liberman

Patti S. Liberman

10/29/99

Name of Person Signing

Signature

Date Signed

The Trademarks

A. TRADEMARKS REGISTERED

CELLUSLIM – REG. NO. 1,647,835
CHANGES – REG. NO. 2,237,956
CHROMERELEASE – REG. NO. 2,090,048
CITRI-LIFE – REG. NO. 2,005,295
COUNTRY FARMS – REG. NO. 1,289,772
CYTOGUARD – REG. NO. 1,908,085
DERMAPURE – REG. NO. 1,844,044
DIETWORKS – REG. NO. 2,048,355
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FOR WOMEN ONLY – REG. NO. 2,126,430
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GASTROPLEX – REG. NO. 2,211,770
HIDDEN STRENGTH – REG. NO. 1,482,129
INSIDE SECRET – REG. NO. 2,007,162
IRON BODIES – REG. NO. 1,654,161
IRON CUTS - REG. NO. 2,197,661
L.D. COMPLETE – REG. NO. 2,168,112
LIP E – REG. NO. 2,070,367
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MENOCOM – REG. NO. 2,112,341
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NO OFFENSE – REG. NO. 2,073,034
NEUROMAX – REG. NO. 2,211,769
NUTRA BETIC – REG. NO. 1,690,704
NUTRIDERM - REG. NO. 2,046,318
NUTRIGESIC - REG. NO. 2,215,328
NUTRITENSIVE – REG. NO. 2,269,542
NUTRITION WORKS – REG. NO. 74-721,888
OPTIMIUM VIRILITY – REG. NO. 2,257,553
PRAIRIE WAGON – REG. NO. 1,329,862
RESPIRON – REG. NO. 2,215,327
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VITABETIC – REG. NO. 1,652,728
VITA VIDA – REG. NO. 2,080,501
WINDMILL – REG. NO. 977,138
ZERO FAT – REG. NO. 2,046,790

B. PENDING TRADEMARK APPLICATIONS

ACUDERM 75/437,952
ACTIVATOR AM
ADVANCED APPETITE SATISFYING WAFER
ALOE ESSENCE 75/355,654
BACK EZE 75/156,569
BIBLICAL FORMULATIONS 75/341,562
BIOLOGIC LABS
BLUEPRINT BOTANICALS 75/394,492
CALITROL 75/357,544
CAPSOLVE
CARDIOACTIVE
CARDIO COCKTAIL 75/286,379
CARDIO COMPANION 75/529,820
CARDIOTONE 75/439,069
CELOFLEX II
CELLUSLIM
CELLUTHERM 75/508,485
CHOLACTIVE
CHROME A LOSE 75/386,512
CREABOLIC FIZZ
DREAMSICLES 75/341,560
DIET SLIM
DRIVE ALERT 75/603,733
DUAL ACTION MILTRUIM H 75/201,670
ENERGIZE YOUR BRAIN 75/535/667
ERO TIVA 75/349,624
ESSENTIAL K
ESTRAGUARD 75/564,928
ESTROMAX 75/308,880
ESTROZONE 75/453,062
FAST START 75/469,757
FIBER MAX
FIT TO GO 75/372,666
FITNESS COMPLETE 75/514,469
GINKGO-REMINDER 75/386,950
GINKGO FORCE 75/552,469
GLUCOFLEX
GRANNY'S NUTRA-SOUP
HERBAFLU
HERBAGESIC
HERBALAX 75/590,928
HERBALAX 75/582,516
HERBALAX 75/552,466
HERB SCIENCE 75/335,589
HI-ENER-G 75/386,958
ISOPLEX
KAVA SUPREME 75/529,819
LIPITREX 75/457,170
LIPITREX 75/342,165

LIPO PM
LITTLE HEALTH FOOD STORE
MAXI-MALE
MAXI-FEMALE
MEGALEALN 75/518,533
MELLOW OUT 75/308,881
MENOPRIM 75/308,879
MILAGRO 75/485,817
NATURAL DESIRE 75/355,653
NATURE'S BLUEPRINT 75/308,901
0
NATURE'S KINGDOM 75/428,714
NITROX
NUTRA-SMOOTHIE 75/357,545
NUTRAVEIN 75/578,586
NUTRIMMUNE 75/286,394
NUTRITIONARY 75/564,927
NUTRITIONAL SPECIFICS 75/134,161
OPTIMUM PROTECTION
PASSAGES 75/293,726
PERFECTING THE SCIENCE OF NATURE
PHARMATANICALS 75/355,906
PROBIOLIN 75/605,409
PSORACTIN 75/308,902
PURE PROTECTION 75/211,596
PYRUVATHIN 75/357,541
REGULARI-TEA 75/243,565
REPECIA
REST-EZE
RX-INTERACTIVES 75/348,954
RX-SELECT
SALUD VITAL 75/590/920
SALUD VITAL 75/582-517
SHAKE-IT
SLENDOX 75/308,900
SOY SOLUTION SMOOTHIE
THERMOMAX 75/496,061
THERMOPURE
THERMADRINE-Z 75/576,331
THERMOBOLICS
THIN POWER 75/445,081
THREE-G(3G) 75/552,464
THRUST 75/286,393
TIME ZONE 75/552,467
TWINKLE TOES 75/357,542
TRANQUIL DAY 75/552,465
VITAMIN THAT ENERGIZES 75/535,666
VITAQUEST 75/582,515
VITAQUEST 75/590,917
VITAQUEST INTERNATIONAL 75/156,438
WARM AND TOASTY 75/211,598

X-TRA LIFE 75/493,001
YOUTH ELEMENTS 75/201,669
ZINCOL 75/564,930
ZYPHASE 75/428,715

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

This COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS is made this 28th day of October, 1999, by VITAQUEST INTERNATIONAL INC., a corporation of the State of Delaware with its principal office located at 8 Henderson Drive, West Caldwell, New Jersey 07006 (the "Debtor"), in favor of THE CHASE MANHATTAN BANK, a New York banking corporation, as agent for the Lenders party to a certain Loan Agreement (as defined below), having an address at 4 Campus Drive, Parsippany, New Jersey 07054 (the "Agent").

RECITALS:

WHEREAS, the Debtor owns the entire right, title, and interest in and to the Patents and Trademarks (as each is defined below); and

WHEREAS, the Lenders severally have made certain loans, advances, extensions of credit or other financial accommodations to the Debtor pursuant to a certain Loan and Security Agreement dated of even date (as the same may hereafter be modified, amended or supplemented, the "Loan Agreement"). All capitalized terms used herein and not specifically defined herein shall have the meanings ascribed to them in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement and hereunder the Debtor has granted to the Lender a security interest in (a) the patents, patent applications and patent licenses set forth in **Schedule I** annexed hereto (collectively, the "Patents"), which the Debtor hereby represents includes all correct and complete information concerning any patent, patent application and patent license in which it has any beneficial interest, and:

(i) all other extant letters patent of the United States or any other country or political subdivision, all formulations, inventions, registrations and recordings thereof in the United States or any other country or political subdivision, all applications for letters patent of the United States or any other country or political subdivision (the "Future Patents"), including, without limitation, all formulations, inventions, registrations, recordings and applications in the United States Patent and Trademark Office or any other country or political subdivision; (ii) all reissues, continuations, divisions, continuations in part or extensions of any of the foregoing; (iii) all formulations and inventions disclosed and claimed therein, including all improvements thereto and the right to make, use and/or sell the formulations and inventions disclosed and claimed therein; (iv) the right to sue for past, present and future infringement of any of the foregoing; (v) any written agreement executed or to be executed by the Debtor granting to any third party any right to practice any formulation and/or invention disclosed or claimed in a patent, now or hereafter held by the Debtor, or granting to the Debtor any right to practice any formulations and/or inventions disclosed and claimed in a patent now or hereafter owned by any third party; and (vi) any claim of the Debtor against third parties for past, present or infringement of any patent or patent license, and any and all other amounts from time to time paid or payable in connection with any of the foregoing, and any and all other proceeds of the foregoing;

and (b) the trademarks, trademark registrations and trademark applications set forth in **Schedule II** annexed hereto (collectively, the "Trademarks"), which the Debtor hereby represents includes all correct and complete information concerning any trademark, trademark registration, and trademark application in which it has any beneficial interest, and:

Document #: 376278.4

Author_Id: PSL

(i) all other trademarks, trademark registrations and trademark applications (the "Future Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including, without limitation each trademark, trademark registration and trademark application referred to in **Schedule II** annexed hereto; (ii) each trademark license, including, without limitation, each trademark license listed in **Schedule II** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and (iii) all products and proceeds of the foregoing, including without limitation, any claim by the Debtor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in **Schedule II** annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed in **Schedule II** annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing;

(collectively, the "Collateral") to secure any and all Obligations of the Debtor to the Agent and the Lenders set forth in the Loan Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Debtor hereby agrees:

1. Assignment. In order to secure the prompt payment, performance, and observance of the Obligations, the Debtor does hereby collaterally assign to the Agent for the benefit of the Lenders any and all of its rights in the Collateral. It is expressly understood and agreed that the collateral assignment hereunder is in addition to, and not in replacement of, the security interests in the General Intangibles granted under the Loan Agreement, and the Debtor hereby acknowledges and affirms such grant of security interest in favor of the Agent for the benefit of the Lenders more fully set forth in the Loan Agreement, the terms and provisions of which are fully incorporated herein by reference as if set forth herein.

2. Debtor's Covenants. The Debtor hereby agrees and covenants:

(A) Validity; Actions. The Debtor has notified the Lenders in writing of (i) all prior licenses, conveyances and transfers of which it is aware and which are in effect and (ii) all suits pending, or litigation threatened, of which the Debtor has actual knowledge, in each case which relate in any way to any of the Patents and Trademarks. The Debtor (either itself or through licenses) will, for each Patent and Trademark and all Future Patents and Future Trademarks, take reasonable steps to ensure that the Debtor does not knowingly do any act, or knowingly omit to do any act, whereby any Patent or Trademark or Future Patent or Future Trademark may become invalidated or dedicated, and shall continue to mark any products covered by a Patent or Future Patent with the relevant patent number as required by the patent laws. Notwithstanding the foregoing, provided that no Event of Default shall have occurred and be then continuing, the Debtor may abandon any Collateral that the Debtor deems to be worthless or of little value (collectively, the "Abandoned Collateral"), provided, however, the Debtor shall provide the Agent and the Lenders with notice of the same, and in the event that the Debtor in any way receives any payments or proceeds received in excess of \$1,000,000 in

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Author_Id: PSL

connection with any such Abandoned Collateral, such amounts shall be immediately paid to the Agent for the benefit of the Lenders as mandatory prepayments under the Term Loan in accordance with the provision of the Loan Agreement.

(B) Notification. The Debtor shall deliver to the Agent and the Lenders at least annually at the time of the delivery of its financial statements during the Term of the Loan Agreement, (i) a written report of the status of each part or item of the Collateral, detailing (x) for any newly acquired patents and trademarks, the nature thereof and the status or any applications for registration thereof, (y) for existing Patents and Trademarks, (A) the status of any applications for renewal or extension of the registration thereof and (B) any information regarding the abandonment or dedication of the same, and (z) any other determination or development regarding the ownership of any of the Patents and Trademarks and Future Patents and Future Trademarks and the Debtor's right to register the same, or to keep and maintain the same, including, but not limited to, the commencement of, or any development in, any litigation or proceeding affecting the Debtor in the United States Patent and Trademark Office or any court and (ii) a certificate substantially in the form of **Exhibit A** attached hereto executed by a Responsible Officer, as to the quality of products associated with the Patents and Trademarks and Future Patents and Future Trademarks. In addition, the Debtor shall notify the Agent within thirty (30) days of its acquisition and registration of any new patents and trademarks.

(C) Filings. The Debtor will file new applications to register and protect under applicable law all patents and trademarks developed or acquired by the Debtor but for which applications have not been previously filed and to take all other actions necessary to cause registrations for such patents and trademarks to be issued as a result of said applications. To effectuate the same, the Debtor will file new applications to register and protect under applicable law all patentable inventions acquired by the Debtor but for which applications have not been previously filed and to take all other actions necessary to cause all patents to be issued as a result of such applications. In no event shall the Debtor, either itself or through any agent, employee, licensee or the designee, file an application for any Future Patent or Future Trademark with the United States Patent and Trademark Office, unless it timely executes, delivers and files for record, at its expense, in the United States Patent and Trademark Office, notice of this security interest in favor of the Agent for the benefit of the Lenders in the form required by and acceptable to the Agent and the Lenders.

(D) Maintenance. Subject to Section 2(A) with respect to Abandoned Collateral, the Debtor will take all steps reasonably necessary in any proceeding before the United States Patent and Trademark Office to maintain and pursue each application relating to the Patents and Trademarks and all Future Patents and Future Trademarks, which are or may become a part of the Collateral or may become subject to the Loan Agreement (and to obtain the relevant grant or registration) and to maintain each registration of all such Patents and Trademarks and Future Patents and Future Trademarks for the full term or terms permitted by law, including, without limitation, appropriate filing of applications for renewal, affidavits of use, affidavits of incontestability and maintenance fees, and, where appropriate, to initiate opposition, interference and cancellation proceedings against third parties.

(E) Infringement, Misappropriation or Dilution. Subject to Section 2(A) with respect to Abandoned Collateral, the Debtor will protect the Collateral from infringement, unfair competition, misappropriation, dilution and/or damage. In the event that the Debtor believes that any Collateral has been infringed, misappropriated or diluted by a third party, the Debtor shall promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take

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such other actions as are appropriate under the circumstances to protect such Collateral, including the defense of any legal actions making such claims.

(F) Validity. The Debtor has notified the Lenders in writing (i) of all prior licenses, conveyances and transfers of which it is aware and which are in effect, and (ii) of all suits pending, or litigation threatened of which the Debtor has actual knowledge which relate in any way to any of the Collateral.

3. Acknowledgment of Rights and Remedies. The Debtor does hereby further acknowledge, affirm and consent and agree to the rights and remedies of the Agent and the Lenders with respect to the assignment of, and grant of security interests in, the Collateral made and granted hereunder and more fully set forth in the Loan Agreement, the terms and provisions of which are fully incorporated herein by reference as if set forth herein. Without limiting the generality of the foregoing, the Agent has the following rights and remedies upon the occurrence and during continuance of an Event of Default under the Loan Agreement:

(i) To ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any license and, in the name of the Debtor or its own name or as otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any license whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Assignment of Patents and Trademarks or the Loan Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) (A) to direct any party liable for any payment under any of the licenses to make payment of any and all moneys due and to become due thereunder directly to the Agent or as the Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against the Debtor or any of its affiliates or licensees with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Agent and the Lenders may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Assignment of Patents and Trademarks, all as fully and effectively as the Debtor might do.

4. Termination of Assignment. Upon the final and indefeasible payment in full of all of the Obligations (including but not limited to indemnity obligations of the Debtor under the Loan Agreement and the other Loan Documents), this Assignment of Patents and Trademarks shall terminate and be void and of no further force or effect and all rights in the Patents and

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Trademarks shall be reassigned to the Debtor. At such time the Lender will provide to the Debtor, at the Debtor's expense, all release and reassignment documents and agreements reasonably requested by the Debtor, including without limitation all documents necessary to evidence such reassignment in the United States Patent and Trademark Office.

5. No Waiver; No Obligation of the Agent. (A) The failure of the Agent to exercise any right granted to it under this Assignment of Patents and Trademarks shall not be, nor shall it be construed to be, a waiver thereof and shall not bar the Agent from continuing to exercise such rights in the future.

(B) The Agent shall have no obligations as to the Collateral, including but not limited to taking any steps toward renewing any registrations of the Collateral or taking any action to defend any of the Collateral from any claims from infringement, unfair competition, misappropriation, dilution or damage or otherwise.

6. Governing Law. Except to the extent that federal law preempts the construction hereof, this Assignment of Patents and Trademarks shall be governed by, and construed and interpreted in accordance with the laws of the State of New York applicable to contracts made and performed in such State (without giving effect to conflict of laws principles).

7. Severability. The terms of this Assignment of Patents and Trademarks are severable. If any term hereof shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms

8. Further Assurances. The Debtor agrees to execute any and all such documents and certificates, take such actions and make such filings and registrations as may be necessary (in the reasonable discretion of the Agent) to effect the terms hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Patents and Trademarks on this 28th day of October, 1999

ATTEST:

VITAQUEST INTERNATIONAL, INC.

By: 

Name: Stephen J. Young

Title: Treasurer

[Seal]

By: 

Name: Keith Frankel

Title: Vice President

**Schedule I
The Patents**

NONE

Document #: 376278.4
Author_Id: PSL

7

**TRADEMARK
REEL: 002008 FRAME: 0540**

Schedule II
The Trademarks

A. TRADEMARKS REGISTERED

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NUTRITION WORKS - REG. NO. 74-721,888
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VITABETIC - REG. NO. 1,652,728
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CARDIOACTIVE
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CARDIO COMPANION 75/529,820
CARDIOTONE 75/439,069
CELOFLEX II
CELLUSLIM

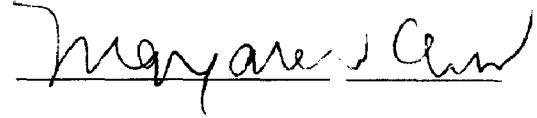
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ESTRAGUARD 75/564,928
ESTROMAX 75/308,880
ESTROZONE 75/453,062
FAST START 75/469,757
FIBER MAX
FIT TO GO 75/372,666
FITNESS COMPLETE 75/514,469
GINKGO-REMINDER 75/386,950
GINKGO FORCE 75/552,469
GLUCOFLEX
GRANNY'S NUTRA-SOUP
HERBAFLU
HERBAGESIC
HERBALAX 75/590,928
HERBALAX 75/582,516
HERBALAX 75/552,466
HERB SCIENCE 75/335,589
HI-ENER-G 75/386,958
ISOPLEX
KAVA SUPREME 75/529,819
LIPITREX 75/457,170
LIPITREX 75/342,165
LIPO PM
LITTLE HEALTH FOOD STORE
MAXI-MALE
MAXI-FEMALE
MEGALEALN 75/518,533
MELLOW OUT 75/308,881
MENOPRIM 75/308,879
MILAGRO 75/485,817
NATURAL DESIRE 75/355,653
NATURE'S BLUEPRINT 75/308,901
0
NATURE'S KINGDOM 75/428,714
NITROX
NUTRA-SMOOTHIE 75/357,545
NUTRAVEIN 75/578,586
NUTRIMMUNE 75/286,394
NUTRITIONARY 75/564,927
NUTRITIONAL SPECIFICS 75/134,161
OPTIMUM PROTECTION
PASSAGES 75/293,726
PERFECTING THE SCIENCE OF NATURE
PHARMATANICALS 75/355,906
PROBIOLIN 75/605,409
PSORACTIN 75/308,902
PURE PROTECTION 75/211,596
PYRUVATHIN 75/357,541
REGULARI-TEA 75/243,565
REPECIA
REST-EZE

RX-INTERACTIVES 75/348,954
RX-SELECT
SALUD VITAL 75/590/920
SALUD VITAL 75/582-517
SHAKE-IT
SLENDOX 75/308,900
SOY SOLUTION SMOOTHIE
THERMOMAX 75/496,061
THERMOPURE
THERMADRINE-Z 75/576,331
THERMOBOLICS
THIN POWER 75/445,081
THREE-G(3G) 75/552,464
THRUST 75/286,393
TIME ZONE 75/552,467
TWINKLE TOES 75/357,542
TRANQUIL DAY 75/552,465
VITAMIN THAT ENERGIZES 75/535,666
VITAQUEST 75/582,515
VITAQUEST 75/590,917
VITAQUEST INTERNATIONAL 75/156,438
WARM AND TOASTY 75/211,598
X-TRA LIFE 75/493,001
YOUTH ELEMENTS 75/201,669
ZINCOL 75/564,930
ZYPHASE 75/428,715

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.:
COUNTY OF MORRIS)

BE IT REMEMBERED, that on this 28th day of October, 1999, before me, a Notary Public of the State of NEW JERSEY, personally appeared KEITH FRANKEL, the Vice President of VITAQUEST INTERNATIONAL INC., who, I am satisfied is the person who signed the within Instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that the said Instrument made by the corporation and sealed with its corporate seal, was signed, and sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.



MARGARET W. CHOW
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 1, 2003

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY)
)SS.:
COUNTY OF MORRIS)

KNOW ALL MEN BY THESE PRESENTS, that VITAQUEST INTERNATIONAL INC., a corporation of the State of New Jersey with its principal place of business at 8 Henderson Drive, West Caldwell, New Jersey 07006 ("Debtor"), hereby irrevocably appoints THE CHASE MANHATTAN BANK, having a place of business at Loan & Agency Services, 1 Chase Plaza, 8th Floor, New York, New York 10081 ("Secured Party"), under a Loan and Security Agreement of even date, among Debtor, the Lenders party thereto and Secured Party, as agent for the Lenders (as the same may hereafter be modified, amended or supplemented, the "Loan Agreement") and its successors and assigns as such and each officer thereof, its true and lawful attorney, upon the occurrence of an Event of Default (as defined in the Loan Agreement) which is then continuing, with full power of substitution, to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to any Patents and Trademarks listed in Schedules I and II and all Future Patents and Future Trademarks and registrations and recordings relating thereof and pending applications therefor and all other Collateral (as defined in the Assignment of Patents and Trademarks of even date herewith), and for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.


2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 above.

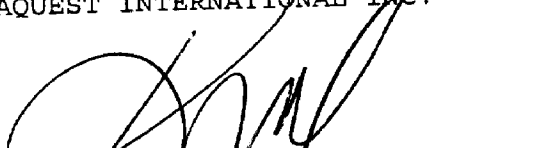
This Power of Attorney is made pursuant to the Assignment of Patents and Trademarks of even date and the Loan Agreement and may not be revoked until the indefeasible payment in full of all "Obligations," as such term is defined in the Loan Agreement.

Dated: October 28, 1999

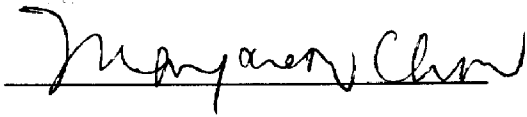
ATTEST:

VITAQUEST INTERNATIONAL INC.

By: 
Name: Stephen J. Young
Title: Treasurer

By: 
Name: Keith Frankel
Title: Vice President

Sworn and subscribed to
me this 28 day of October, 1999

A handwritten signature in cursive script, reading "Margaret W. Chow", written over a horizontal line.

MARGARET W. CHOW
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 1, 2003

CERTIFICATE

The undersigned Responsible Officer of VITAQUEST INTERNATIONAL, INC., a Delaware corporation (the "Borrower"), DOES HEREBY CERTIFY to THE CHASE MANHATTAN BANK, a New York banking corporation, as agent for the lenders party to a certain Loan and Security Agreement dated October 28, 1999 (as the same may hereafter be amended, modified or supplemented, the "Loan Agreement") (the "Agent") that the quality of the products associated with the Patents and Trademarks listed in **Schedules I and II** of the Assignment of Patents and Trademarks dated October 28, 1999 (as the same may hereafter amended, modified or supplemented, the "Agreement") and the Future Patents and Future Trademarks described in the Agreement, has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this __ day of _____, _____.

VITAQUEST INTERNATIONAL INC.

By: _____
Name:
Title: