FORM PTO-1594
1-31-92

R 04-17-2000 CT

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): **Nutrition Warehouse Acquisition Corp.**

☐ Individual(s) ☐ Association

☐ General Partnership ☐ Limited Partnership

☒ Corporation-State (NY)

☐ Other

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

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

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address:

Street Address: 4 MetroTech Center, 5th Floor

City: Brooklyn State: NY ZIP: 11245

3-16-00

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation-State

☒ Other New York banking corporation

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

3. Nature of conveyance:

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☒ Other Assumption Agreement

Execution Date: January 1, 2000

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

A. Trademark Application No.(s) **See Attached Schedule 6**

B. Trademark Registration No.(s) **See Attached Schedule 6**

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): . . . . . $ 365.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

04/14/2000 DNGUYEN 00000351 2175690

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 325.00 OP

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.

Statement and signature.

Kristopher E. Ahrend, Esq.
Name of Person Signing

K E Ahrend
Signature

3/16/00
Date

Total number of pages comprising cover sheet: 10

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

TRADEMARKS AND TRADEMARK LICENCES

Mark	Jurisdiction	Serial No. Registration No.	Status as of January 1, 2000
LIFE'S GREEN	USA	2,175,690	registered
BIO-NUTRITIONAL FORMULAS	USA	1,561,658	registered
PRO-SANOA	USA	1,854,015	registered
X32	USA	1,785,015	registered
OSTEO-GEST	USA	1,941,744	registered
RADICAL RAIDERS	USA	2,083,017	registered
SUPER SNOOZE	USA	2,141,741	registered
EYE-GUARD	USA	2,004,410	registered
MEGA-VITES "75"	USA	2,093,224	registered
PROSTA-METTO	USA	2,021,954	registered
FIBER FORCE-6	USA	2,008,317	registered
02 THE MAX & Design	USA	1,796,747	registered
NUTRITION WAREHOUSE (Service Mark)	USA	1,844,928	registered
NUTRITION WAREHOUSE (Trademark)	USA	75/851,649	application pending
NUTRITION WAREHOUSE	New York State	S-13708	registered
NUTRITION WAREHOUSE	Canada	1,024,880	application pending

ASSUMPTION AGREEMENT, dated as of January 1, 2000, made by Nutrition Warehouse Acquisition Corp., a Delaware corporation, Nutrition Warehouse, Inc., a New York corporation, and NW Realty LLC, a New York limited liability company (the "Additional Grantors"), in favor of The Chase Manhattan Bank, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, NBTY, Inc. (the "Company"), certain of its Foreign Subsidiaries, the Lenders and the Administrative Agent have entered into an Amended and Restated Credit and Guarantee Agreement, dated as of April 16, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Company and certain of its Subsidiaries (other than the Additional Grantors) have entered into the Amended and Restated Guarantee and Collateral Agreement, dated as of April 16, 1999 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, Nutrition Warehouse Acquisition Corp, a Subsidiary which has been formed for purposes of the Nutrition Warehouse Acquisition, has entered into an Acquisition Agreement and Plan of Reorganization dated as of November 10, 1999 and effective as of the date hereof, whereby it has purchased all of the shares of capital stock and membership interests in Nutrition Warehouse, Inc. and NW Realty LLC, respectively.

WHEREAS, pursuant to Section 8.9 of the Credit Agreement, the Additional Grantors are required to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantors have agreed to execute and deliver this Assumption Agreement in order to become party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantors, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby become party to the Guarantee and Collateral Agreement each as a Grantor thereunder with the same force and effect as if originally named therein as Grantors and, without limiting the generality of the foregoing, hereby expressly assume all obligations and liabilities of a Grantor thereunder. In furtherance of the foregoing, the Additional Grantors hereby assign and transfers to the Administrative Agent, and hereby grant to the Administrative

Agent, for the ratable benefit of the Lenders, a security interest in all of the Collateral now owned or at any time hereafter acquired by each of the Additional Grantors or in which each of the Additional Grantors now have or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Additional Grantors' Obligations. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules 1, 2, 3, 4, 5, 6 and 7 to the Guarantee and Collateral Agreement. The Additional Grantors hereby represent and warrant that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. GOVERNING LAW. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

NUTRITION WAREHOUSE
ACQUISITION CORP.

By:_____
Name:
Title: HARVEY KAMIL
Executive Vice President

NUTRITION WAREHOUSE, INC.

By:_____
Name:
Title: HARVEY KAMIL
Executive Vice President

NW REALTY LLC

By:_____
Name:
Title: HARVEY KAMIL
Executive Vice President

ANNEX 1-A

Schedule 1

NOTICE ADDRESSES OF GUARANTORS

Nutrition Warehouse, Inc.
106 East Jericho Turnpike, P.O. Box 311
Mineola, N.Y. 11501

NW Realty LLC
10-12 Austin Boulevard
Commack, N.Y. 11725

Nutrition Warehouse Acquisition Corp.
90 Orville Drive
Bohemia, N.Y. 11716

DESCRIPTION OF PLEDGED SECURITIES

Issuer	Class of Stock*	Stock Certificate No.	No. of Shares	% Pledged
Nutrition Warehouse Acquisition Corp.		1	100	100%
Nutrition Warehouse, Inc.		1-2	100	100%
NW Realty LLC	All interests in NW Realty LLC	uncertificated N A		100% pledged member-ship interests in limited liability company

* Common, unless otherwise indicated.

FILINGS AND OTHER ACTIONS REQUIRED TO PERFECT SECURITY INTEREST

Uniform Commercial Code

Queens County, New York
Nassau County, New York
Suffolk County, New York

LOCATION OF JURISDICTION OR ORGANIZATION AND CHIEF EXECUTIVE OFFICE

Grantor	Jurisdiction of Organization
Nutrition Warehouse Acquisition Corp.	Delaware
Nutrition Warehouse, Inc.	New York
NW Realty LLC	New York

Chief Executive Office of NBTY, Inc. and each Subsidiary

Nutrition Warehouse, Inc.
106 East Jericho Turnpike, P.O. Box 311
Mineola, N.Y. 11501

NW Realty LLC
106 East Jericho Turnpike, P.O. Box 311
Mineola, N.Y. 11501

Nutrition Warehouse Acquisition Corp.
90 Orville Drive
Bohemia, N.Y. 11716

LOCATION OF INVENTORY AND EQUIPMENT

Grantor	Locations
Nutrition Warehouse, Inc.	106 East Jericho Tpke, Mineola, NY
Nutrition Warehouse Acquisition Corp.	106 East Jericho Tpke, Mineola, NY 5272 Sunrise Hwy, Massapequa, NY 219 South Service Road, Plainview, NY 377-B South Oyster Bay Road, Plainview, NY 6300 Jericho Tpke, Commack, NY 121 Alexander Avenue, Lake Grove, NY 2442 Hempstead Tpke, East Meadow, NY Sun. Vet. Shopping Mall, 5801 Sunrise Hwy, Holbrook, NY 2070 Lakeville Road, New Hyde Park, NY 102-25 Queens Blvd, Forrest Hills, NY 2200 Sunrise Hwy, Merrick, NY 265 Broadway, Hicksville, NY 708 Montauk Hwy, West Babylon, NY 7950A Jericho Tpke, Woodbury, NY 1610 Old Country Road, Westbury, NY
NW Realty LLC	10-12 Austin Blvd, Commack, NY

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