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U.S. DEPARTMENT OF
Patent and Trademark



Tab settings

To the Honorable Commissioner o

101426446

attached original documents or copy thereof.

1. Name of conveying party(ies):
Weider Nutrition International, Inc.

7-12-00

2. Name and address of receiving party(ies)

Name: Bankers Trust Company, as Agent

Internal Address:

Street Address : 233 South Wacker Drive, Ste. 8400

City: Chicago State: IL Zip: 60606

- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

June 30, 2000

Execution Date:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State New York
- Other

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

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

4. Application number(s) or trademark

A. Trademark Application No.(s)
- See the Attached -

B. Trademark Registration
-See the Attached -

Additional numbers attached? Yes

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

Name:

Internal Address:

RETURN TO:
Federal Research Corporation
400 Seventh St., N.W., Suite 101
Washington, DC 20004

6. Total number of applications and registrations

235

7. Total fee (37 CFR 3.41) \$ 5,890.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

08/09/2000 NTHAI1 00000075 75841935

DO NOT USE THIS SPACE

01 FC:401 40.00 OP
02 FC:402 5850.00 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 copy of the original document.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

7/06/00
Date

Total number of pages including cover sheet, attachments, and

25

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

Schedule A
Trademarks and Trademark Applications

TRADEMARK	APP/REG DATE	APP/REG No.	COUNTRY/ STATE
A FORCE IN THE GYM	05NO1999	75/841935	USA
A FORCE IN THE GYM	22DE1999	75/881,040	USA
ACTIVATED PYRUVATE	25JE1998	75/508,485	USA
AFTER ALL...GENETICS CAN ONLY TAKE YOU SO FAR	31MR1998	75/459,958	USA
AFTER SHOCK	18DE1995	2,111,216	USA
AFTERSHOCK PS	05JL1996	2,166,370	USA
AMERICAN BODY BUILDING PRODUCTS AND DESIGN	18OC1993	1,975,624	USA
AMERICAN BODY BUILDING PRODUCTS AND DESIGN	18OC1993	1,983,254	USA
AMERICAN BODY BUILDING PRODUCTS AND DESIGN	10FE1997	75/239,482	USA
AMERICAN BOTTLING & BEVERAGE	29MY1998	75/493,033	USA
AMINO FORCE	03MR2000	75/933,714	USA
ANABOLIC MEGA-PAKS	12AU1985	1,641,869	USA
ANDROSTEINE COMPLETE	04SE1997	75/351,883	USA
AQUA FORCE	17FE1998	75/435,567	USA
B-NUTRON	28AU1962	754,492	USA
BIG FLAVOR BIG ENERGY	28AP2000	76/036,650	USA
BIG TASTE BIG ENERGY	28AP2000	76/037,069	USA
BIG TIME	04SE1991	1,697,907	USA
BLUE PLANET	11DE1995	75/030,164	USA
BLUE THUNDER	07FE1997	75/238,461	USA
BODY BY WEIDER	04SE1999	75/791,971	USA
BODY HEAT	31OC1994	2,034,268	USA
BODY NATURALS	04NO1983	1,305,697	USA
BRING OUT THE HERO WITHIN YOU	21JE2000	App. Mailed	USA
BULK FORCE	03MR2000	75/933,789	USA
CALCICAPS	24DE1964	792,494	USA
CALCIWAFER	24DE1964	792,495	USA
CARBO FORCE	09NO1993	2,003,857	USA
CARBO PUMP	03FE2000	75/911,201	USA
CARBOHYDRATE STACKING PRINCIPLE	20AU1997	75/344,219	USA
CELLREPLETE	05NO1999	75/841930	USA
CELLVOL ATS	30JL1998	75/528,157	USA
COLD-FREE	27MY1997	2,225,114	USA
COMPLETE RX	23FE1998	75,438,266	USA
CREATINE 9500 EX	28SE1999	75/809,807	USA
CREATINE ATP	09DE1997	2,269,976	USA
CREATINE STACK	23DE1999	75,879,311	USA
CREMETOPS AND DESIGN	20JL1992	66,921	CA
CUTTING FORCE	14DE1993	1,946,248	USA
DAILY BURN	27MR1995	2,029,251	USA
DELICIOUS ENERGY	21JE2000	App. Mailed	USA
DETONATOR	05JL1996	75/130,413	USA

TRADEMARK	APP/REG DATE	APP/REG No.	COUNTRY/ STATE
DIET DOWN	28MR1994	1,896,400	USA
DIET FORCE	17DE1993	2,109,349	USA
DIET RUSH	13JL1998	75/517,370	USA
DIET STACK	14JE1999	75/728,399	USA
DIET STACK FACM	03FE2000	75/911,297	USA
DRAW BLOOD	13JL1998	75/517,374	USA
DYNAMIC BODY SHAPER	25SE1995	1,995,662	USA
DYNAMIC FAT BURNERS	10JE1991	1,797,471	USA
DYNAMIC MUSCLE BUILDER	06JE1988	1,574,274	USA
DYNAMIC WEIGHT GAINER	10FE1997	2194,794	USA
E. SLIM	03FE2000	75/911,298	USA
EMBRACE I	12JA1999	75/619,090	USA
EMBRACE II	12JA1999	75/619,098	USA
ENERGY PRODUCTS THAT MOVE YOU	21AU1998	75/540,510	USA
ENZYMALL	06MR2000	75/937,044	USA
ESSENTIAL PROTEIN	04SE1999	75/791,973	USA
EXCEED	30AP1984	1,369,757	USA
EXCEL	06JA1984	1,332,802	USA
EXCEL	06FE1996	2,284,326	USA
EXCEL SPORTS	31MR1997	75/266,674	USA
EXCEL THE HUMAN ENERGY COMPANY AND DESIGN	04AU1998	75/530,956	USA
EXTREME BLUE THUNDER	25JE1998	75/508,498	USA
EXTREME JOINT FORCE	08FE1999	75/637,800	USA
EXTREME PURE PRO	08FE1999	75/637,851	USA
EXTREME RIPPED FORCE	22AP1998	75/472,169	USA
EXTREME SIZE	05NO1999	75/841932	USA
EXTREME SUPERIOR WHEY	02AP1999	02AP1999	USA
EXTREME WHEY	03FE2000	75/911,333	USA
FAT BURNER	09MY1997	75/289,703	USA
FAT BURNER	27MY1997	75/298,639	USA
FAT BURNERS	01FE1993	1,851,268	USA
FEMAURA	12DE1998	75/607,535	USA
FI-BAR	23MR1987	1,469,926	USA
FI-BAR BERRY BEST	28FE1994	1,926,618	USA
FI-BAR CHEWY & NUTTY AND DESIGN	23SE1994	74/577,754	USA
FI-BAR FAT FREE	29MR1993	1,943,096	USA
FI-BAR NECTAR (STYLIZED)	11MY1995	1,065,627	USA
FIBERFIT	20NO1998	75/593,032	USA
FIRMALOSS	30SE1982	1,284,033	USA
FORCE	17DE1993	2,048,052	USA
FRUITOPS AND DESIGN	20JL1992	66,922	CA
G FORCE	31MR1997	2,219,596	USA
GET LEAN	25AP2000	76/034,246	USA
GIANT MEGA MASS	20FE1997	2,132,578	USA
GLUTAMINE STACK	23DE1999	75/879,312	USA
GREAT AMERICAN NUTRITION	11AP1994	2,159,794	USA

TRADEMARK	APP/REG DATE	APP/REG No.	COUNTRY/ STATE
GUARANA RUSH	13JL1998	75/517,373	USA
GUIDED MINERALS	10FE1997	2,197,145	USA
HEAT HIGH ENERGY ADVANCED THERMOGENIC	25JE1998	75/508,487	USA
HIGH PERFORMANCE	10FE1997	2,256,279	USA
HIGH VOLTAGE	10OC1995	2,162,401	USA
HOMESTYLE	02JL1992	66,923	California
HYPERCARB2	05NO1999	75/841929	USA
HYPERDRIVE	16DE1997	75/405,969	USA
HYPERDRIVE 360	17JL1995	2,092,492	USA
INFERNO	02SE1997	2,092,492	USA
ION RX	31OC1997	75/382,513	USA
ION X	13OC1998	75/568,803	USA
ION-X	29SE1998	75/561,610	USA
JOE WEIDER (STYLIZED)	24FE1997	2,240,151	USA
JOE WEIDER DYNAMIC MUSCLE BUILDER AND DESIGN	08DE1997	863,485	Canada
JOE WEIDER MEGABOLIC	03MR1997	2,248,564	USA
JOINT FREE	29MY1998	75/493,326	USA
JOINT FREE PLUS	29MY1998	75/493,325	USA
KETO LEAN	29AP1998	75/493,039	USA
KETOLEAN	23FE1998	75/438,262	USA
KICK SOME MASS	14JE1996	75/119,421	USA
KNOCK OUT	16OC1995	2,080,045	USA
LEAN CALORIES	25AP2000	76/034,247	USA
LEAN PROTEIN	06MR2000	75/937,047	USA
LEAN SOLUTION	22JE1993	1,892,547	USA
LEANPRO	26AP1999	75/691,153	USA
LEGITIMATE HARDCORE PRODUCTS	14OC1997	75/372,088	USA
LEGITIMATE HARDCORE PRODUCTS	08DE1999	75/866,779	USA
M MUSCLE TRIBE AND DESIGN	09DE1997	75/402,546	USA
M MUSCLE TRIBE AND DESIGN	09DE1997	75/402,547	USA
MASS 1000	07FE1997	2,187,244	USA
MASS RECOVERY	06MR2000	75/937,049	USA
MC2	15JA1998	2,253,044	USA
MEGA MASS ULTRA	03MR2000	75/935963	USA
MEGA RIPPED	06FE1996	2,027,120	USA
MEGA-MASS	13JE1988	1,542,203	USA
MEGASTRESS	27MR1989	1,184,420	USA
MEN'S PERFORMANCE	16AU1995	74/716,556	USA
META PRO	25JE1998	75/508,495	USA
METABASICS	06DE1996	2,220,819	USA
METABASICS AND DESIGN	10JA1992	1,724,964	USA
METACUTS	16DE1997	2,252,967	USA
METADRENE	29MY1998	75/493,036	USA
METAFORM	26FE1996	2,066,646	USA
METAFORM	22OC1998	893,982	Canada
METAFORM HEAT	07FE1997	2,210,144	USA 42

TRADEMARK	APP/REG DATE	APP/REG No.	COUNTRY/ STATE
METAPLEXX MRP	23DE1999	75/879,306	USA
METAPLEXX TR	25JE1998	75/508,496	USA
MINIMAX	21AU1998	75/540,464	USA
MISC DESIGN [JOE WEIDER BUST; INCLUDING ARMS]	13DE1989	1,626,637	USA
MISC DESIGN [FLOWER AND BOX]	16AP1999	75/684,683	USA
MISC DESIGN [FLOWER]	18MR1999	75/667,680	USA
MOVE FREE	13OC1998	75/568,753	USA
MULTIPOWER	29SE1999	75/809,822	USA
MUSCLE TRIBE	06MY1996	2,261,312	USA
NATURALLY LIGHT & DELICIOUS	220JL1992	66,924	California
NEURODRIVE	16DE1997	2,249,133	USA
NEUTRALL OC	07JL1999	75/744,353	USA
NION	24DE1964	800,202	USA
NITROREPLETE	15JE1998	75/501,732	USA
NITROSPARE	30JL1998	75/528,162	USA
NUSTART	15JA1998	75/418,720	USA
NUSTART (STYLIZED)	23FE1998	75/438,264	USA
NUTCRACKER SWEETS	20JL1992	67,907	California
NUTRI-OPTICS	27MR1995	1,954,984	USA
NUTRITION AT THE SPEED OF SCIENCE	15JA1998	75/418,721	USA
OPTIZONE	20SE1996	75/169,673	USA
PAIN FREE	09AU1999	75/771,721	USA
PAIN FREE	22DE1999	75/881,038	USA
PAIN-FREE HP	07MR1996	75/068,828	USA
PAIN-FREE [AFASSCO]	18JL1983	1,366,058	USA
PCO+	26JE1997	2,215,956	USA
PERFECT C	04AU1998	75/530,960	USA
PERFORMANCE CHROMIUM PICOLINATE	13SE1993	1,904,890	USA
PERFORMANCE GOLD	21OC1993	1,935,926	USA
PERFORMANCE OKG	13SE1993	1,907,808	USA
PERFORMANCE PROTEIN	22DE1999	75/881,043	USA
PERFORMANCE SHAPER DIET	13SE1993	1,924,408	USA
PERFORMANCE VANADYL	13SE1993	1,907,807	USA
PERFORMANCE WEIGHT GAINER	13SE1993	1,920,673	USA
PERUVIAN MACA	13JL1998	75/517,369	USA
PET FORTE	15JA1998	2,256,742	USA
PHENCAL	17FE1998	2,232,126	USA
PHENCAL	13FE2000	2000017099	China
PHYTOCHARGED	04NO1994	2,012,523	USA
POWER TO PLAY	28AP2000	76/037,069	USA
PRIME TIME	11DE1995	75/030,858	USA
PRO CARBO FORCE	04SE1997	2,247,235	USA
PROFESSIONAL	07FE1998	2,190,078	USA
PROTEIN IN THE RAW	21JA1997	75/228,345	USA
PROTEIN2	09MR1997	75/289,716	USA
PROTON	01MR1996	2,162,493	USA

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TRADEMARK	APP/REG DATE	APP/REG No.	COUNTRY/ STATE
PURE WATER CORP. AND DESIGN	15JA1991	1,763,149	USA
PUREPRO	27MY1997	75,298,636	USA
PYRU FORCE	29MY1998	2,294,189	USA
RAY-D	24DE1964	792,493	USA
RAZOR RIPPED	05NO1999	75/841,933	USA
RE-CREATE	20SE1996	2,200,904	USA
REBAR	15JE1998	75/501,726	USA
RECOVERY STACK	23DE1999	75/879,310	USA
REGENEX	24NO1998	75/594,537	USA
RIPPED FORCE	19DE1995	2,194,020	USA
RIPPED MASS	05NO1999	75/841934	USA
RIPPED TO THE MAX	16MR1998	75/450,385	USA
SCHIFF	10FE1997	2,225,004	USA
SCHIFF	24FE1998	870,287	Canada
SCIENCE BEVERAGES	23JE1999	75/735,675	USA
SCIENCE FOODS	21AP1995	1,973,740	USA
SCIENCE LABS NUTRITION	16DE1997	75/405,970	USA
SDP	15JE1998	75/501,731	USA
SDP-50	04MY1999	75/697,267	USA
SEQUENCED DELIVERY PROTEIN	14FE2000	75/918,004	USA
SHAPING YOUR FUTURE	03FE2000	75/918,349	USA
SIXTY YEARS OF EXCELLENCE WEIDER AND DESIGN	15JA1998	75/418,763	USA
SO FREE	17AP1991	93,929	California
SOLUBLE CREATINE	23DE1999	75/879,305	USA
SOY ONE	03MR2000	75/935,962	USA
SOYPLUS	25JE1998	75/508,499	USA
SPEED STACK	22DE1999	75/881,041	USA
STEEL BAR	14DE1993	1,862,672	USA
STEEL PRO	21JL1997	2,255,979	USA
SUPER ENZYMAALL	06MR2000	75/937,046	USA
SUPER MEGA MASS 2000	13OC1998	2,302,009	USA
SUPER SHAKE	24OC1997	75/379,219	USA
SUPER TEA	27MY1997	2,258,191	USA
THE BODY MINT	07JL1999	75/744,350	USA
THE CARBOHYDRATE STACK	20AU1997	2,236,518	USA
THE PROTEIN OF TOMORROW AVAILABLE TODAY	03FE2000	75/911,299	USA
THE SOURCE OF PERFORMANCE	13JL1998	75/517,371	USA
TIGER SPORT	07FE1998	2,229,931	USA
TIGER'S MILK	12MY1961	726,331	USA
TIGER'S MILK (STYLIZED)	08JE1959	723,920	USA
TURBO TEA	04SE1991	1,726,024	USA
ULTRA ENERGY	22DE1999	75/881,042	USA
ULTRA HIGH PERFORMANCE	07FE1997	2,246,993	USA
ULTRA LEAN	11MY1994	1,908,091	USA
ULTRA LEAN	25JE1998	75/508,497	USA
ULTRA LEAN	22DE1999	75/881,039	USA

TRADEMARK	APP/REG DATE	APP/REG No.	COUNTRY/ STATE
ULTRA LEAN	8AP1997	842,547	Canada
ULTRA RIPPED	08FE1999	75/637,996	USA
ULTRA WHEY PRO	17FE1998	75/435/569	USA
ULTRAAC	25JE1998	75/508,484	USA
ULTRAAP	25JE1998	75/508,483	USA
V COMPLETE	15JA1998	2,225,789	USA
VALERISOM	20NO1998	75/593,030	USA
VICTORY	13AP1995	2,157,964	USA
VITALIREST	14JE1996	2,143,387	USA
VITALISLIM	14JE1996	75/119,087	USA
W AND DESIGN	09DE1997	75/402,426	USA
WEIDER	14JA1983	1,361,341	USA
WEIDER (STYLIZED)	09DE1997	75/402,452	USA
WEIDER SCIENCE	21AU1998	75/540,511	USA
WEIDER SPORTS	04SE1999	75/791,970	USA
WEIDERSPORT	04SE1999	75/791,969	USA
WH-1100	23FE1998	75/438,265	USA
WHITE LIGHTNING	31AU1995	2,008,057	USA
XCEED	04AU1998	75/530,961	USA
XXL	09DE1993	2,008,846	USA
XXL SUPER WEIGHT GAIN 1100 AND DESIGN	09DE1993	2,010,449	USA
YOU TRAIN, WE'LL DO THE REST	22DE1999	75/881,357	USA
ZERO TEA	12DE1993	1,862,689	USA 22

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF JUNE 30, 2000**

LICENSE AGREEMENTS

Attached.

Schedule B
Trademark License Agreement

<u>Company</u>	<u>Type of Agreement</u>
CHR Hansen BioSystems	Trademark License Agreement (Probiotech)
Nutraceutix, Inc./Biochemix, Inc.	Royalty, Exclusive Sublicense Agreement; Amendment Number One to Royalty and Exclusive Sublicense Agreement
Protein Technologies International	Trademark License Agreement (Protein Soy)
Sabinsa Corporation	Trademark License Agreement (Bioperine)
Vanson, Inc.	Trademark License Agreement (Chitosan Granular)

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of June 30, 2000 made by **WEIDER NUTRITION INTERNATIONAL, INC.**, a Delaware corporation ("**Grantor**"), in favor of **BANKERS TRUST COMPANY**, a New York banking corporation ("**BTCo**"), acting in its capacity as contractual representative (BTCo, acting in such capacity, "**Agent**") for itself and each of the other "**Lenders**" (as such term is defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to a certain Credit Agreement of even date herewith (such Credit Agreement, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "**Credit Agreement**"), among Weider Nutrition Group, Inc., a Utah corporation ("**Borrower**"), Agent and Lenders, Agent and Lenders have severally agreed to make certain loans and other extensions of credit to or for the account of the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor and Agent are parties to a certain General Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**"), pursuant to which Grantor has granted a continuing security interest in and to certain of its assets to Agent for its benefit and the benefit of Lenders; and

WHEREAS, Agent and Lenders have required, as a condition, among others, to the making of any loans or other extensions of credit under the Credit Agreement, that Grantor execute and deliver this Agreement to Agent for its benefit and for the benefit of Lenders;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

TRADEMARK

REEL: 002113 FRAME: 0271

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Premises**. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Security Agreement**. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks**. To secure the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration of otherwise) of all "**Obligations**" (as defined in the Credit Agreement"), and to induce Agent and each of the Lenders to enter into the Credit Agreement and to make the Revolving Loans, the Term Loans and other extensions of credit provided for therein in accordance with the respective terms thereof, Grantor hereby grants to Agent for its benefit and the benefit of Lenders a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the United States federally registered trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on **Schedule B** attached hereto and made a part hereof but, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to

prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses, but excluding any trademark license agreement or service mark license agreement if (and solely to the extent and for so long as) such trademark license agreement or service mark license agreement, as the case may be, expressly prohibits such Grantor from granting any Lien thereon (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. Restrictions on Future Agreements. Grantor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which could reasonably be expected to affect in any material respect the validity or enforcement of the rights granted to Agent under this Agreement.

6. New Trademarks and Licenses. Grantor represents and warrants that, as of the Closing Date, (a) the Trademarks listed on **Schedule A** include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on **Schedule B** include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) other than Permitted Liens, no Liens thereon have been granted by Grantor to any Person other than Agent. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of **paragraph 4** above shall automatically apply thereto. Grantor shall give to Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby undertakes to modify and update (i) **Schedule A** to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and (ii) **Schedule B** to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under **paragraph 4** above or under this **paragraph 6**. Grantor hereby authorizes Agent to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder in connection with Agent's exercise of its rights and remedies under **paragraph 15** or pursuant to **Section 5** of the Security Agreement shall be coextensive with

Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any Lender to Grantor.

8. **Further Assignments and Security Interests.** To the extent prohibited by the Credit Agreement, Grantor agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Agent.

9. **Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been indefeasibly paid and satisfied in full in cash and the Credit Agreement, the Security Agreement and all of the other Credit Documents have terminated pursuant to the respective terms and provisions thereof. When this Agreement has terminated, Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses, and to record the termination of any such security interests with any governmental body, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement or the Security Agreement.

11. **Agent's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Agent and each of the Lenders for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this **paragraph 11** (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

12. **Waivers.** Failure by Agent or any of the Lenders at any time or times hereafter to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Agent or any of the Lenders thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Agent or any of the Lenders have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Agent or any of the Lenders unless such suspension or waiver is in writing signed by an officer of Agent or any of the Lenders and directed to Grantor specifying such suspension or waiver.

13. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any

manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, with full power of substitution, and authorizes Agent and any of Agent's designees, in Grantor's or Agent's name, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, to take any action and execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Agent deems in its and the Lenders' best interests. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been indefeasibly paid and satisfied in full in cash and the Security Agreement, the Credit Agreement and each of the other Credit Documents shall have terminated pursuant to the respective terms and provisions thereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or any of the Lenders under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, the Security Agreement and any of the other Credit Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the UCC with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Credit Documents. Grantor agrees that any notification of

intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least five (5) Business Days before such disposition; **provided, that** Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor and shall, together with the rights and remedies of Agent and each of the Lenders hereunder, inure to the benefit of Agent and the Lenders and their respective successors and assigns.

17. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communications shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given (and deemed to have been given) in the manner and to the respective addresses set forth in **Section 11.5** of the Credit Agreement. Failure or delay in delivering copies of any such notice, demand, request, consent, approval, declaration or other communication to any Persons designated in the Credit Agreement to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

18. GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS TRADEMARK SECURITY AGREEMENT SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-104, BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

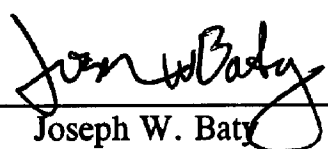
20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

21. Merger. This Agreement and the Credit Documents represent the final agreement of Grantor and Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and Agent or between Grantor and any of the Lenders.

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[Signature Page Follows]*

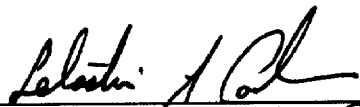
IN WITNESS WHEREOF, Agent and Grantor have each caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


INTERNATIONAL Delaware
~~XXXXXX~~
WEIDER NUTRITION GROUP, INC., a ~~XXXX~~
corporation

By: 
Name: Joseph W. Baty
Title: Executive Vice President and Chief
Financial Officer

ACCEPTED AND AGREED TO AS OF
THE 28th DAY OF JUNE, 2000

BANKERS TRUST COMPANY,
as Agent

By: 
Name: Sebastiano A. Cardone
Title: Director

Trademark Security Agreement

TRADEMARK
REEL: 002113 FRAME: 0277

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF JUNE 30, 2000**

TRADEMARKS AND SERVICE MARKS

Attached.

TRADEMARK AND SERVICE MARK APPLICATIONS

Attached.

Schedule A
Trademarks and Trademark Applications

TRADEMARK	APP/REG DATE	APP/REG No.	COUNTRY/ STATE
A FORCE IN THE GYM	05NO1999	75/841935	USA
A FORCE IN THE GYM	22DE1999	75/881,040	USA
ACTIVATED PYRUVATE	25JE1998	75/508,485	USA
AFTER ALL...GENETICS CAN ONLY TAKE YOU SO FAR	31MR1998	75/459,958	USA
AFTER SHOCK	18DE1995	2,111,216	USA
AFTERSHOCK PS	05JL1996	2,166,370	USA
AMERICAN BODY BUILDING PRODUCTS AND DESIGN	18OC1993	1,975,624	USA
AMERICAN BODY BUILDING PRODUCTS AND DESIGN	18OC1993	1,983,254	USA
AMERICAN BODY BUILDING PRODUCTS AND DESIGN	10FE1997	75/239,482	USA
AMERICAN BOTTLING & BEVERAGE	29MY1998	75/493,033	USA
AMINO FORCE	03MR2000	75/933,714	USA
ANABOLIC MEGA-PAKS	12AU1985	1,641,869	USA
ANDROSTEINE COMPLETE	04SE1997	75/351,883	USA
AQUA FORCE	17FE1998	75/435,567	USA
B-NUTRON	28AU1962	754,492	USA
BIG FLAVOR BIG ENERGY	28AP2000	76/036,650	USA
BIG TASTE BIG ENERGY	28AP2000	76/037,069	USA
BIG TIME	04SE1991	1,697,907	USA
BLUE PLANET	11DE1995	75/030,164	USA
BLUE THUNDER	07FE1997	75/238,461	USA
BODY BY WEIDER	04SE1999	75/791,971	USA
BODY HEAT	31OC1994	2,034,268	USA
BODY NATURALS	04NO1983	1,305,697	USA
BRING OUT THE HERO WITHIN YOU	21JE2000	App. Mailed	USA
BULK FORCE	03MR2000	75/933,789	USA
CALCICAPS	24DE1964	792,494	USA
CALCIWAFER	24DE1964	792,495	USA
CARBO FORCE	09NO1993	2,003,857	USA
CARBO PUMP	03FE2000	75/911,201	USA
CARBOHYDRATE STACKING PRINCIPLE	20AU1997	75/344,219	USA
CELLREPLETE	05NO1999	75/841930	USA
CELLVOL ATS	30JL1998	75/528,157	USA
COLD-FREE	27MY1997	2,225,114	USA
COMPLETE RX	23FE1998	75,438,266	USA
CREATINE 9500 EX	28SE1999	75/809,807	USA
CREATINE ATP	09DE1997	2,269,976	USA
CREATINE STACK	23DE1999	75,879,311	USA
CREMETOPS AND DESIGN	20JL1992	66,921	CA
CUTTING FORCE	14DE1993	1,946,248	USA
DAILY BURN	27MR1995	2,029,251	USA
DELICIOUS ENERGY	21JE2000	App. Mailed	USA
DETONATOR	05JL1996	75/130,413	USA

TRADEMARK	APP/REG DATE	APP/REG No.	COUNTRY/ STATE
DIET DOWN	28MR1994	1,896,400	USA
DIET FORCE	17DE1993	2,109,349	USA
DIET RUSH	13JL1998	75/517,370	USA
DIET STACK	14JE1999	75/728,399	USA
DIET STACK FACM	03FE2000	75/911,297	USA
DRAW BLOOD	13JL1998	75/517,374	USA
DYNAMIC BODY SHAPER	25SE1995	1,995,662	USA
DYNAMIC FAT BURNERS	10JE1991	1,797,471	USA
DYNAMIC MUSCLE BUILDER	06JE1988	1,574,274	USA
DYNAMIC WEIGHT GAINER	10FE1997	2194,794	USA
E. SLIM	03FE2000	75/911,298	USA
EMBRACE I	12JA1999	75/619,090	USA
EMBRACE II	12JA1999	75/619,098	USA
ENERGY PRODUCTS THAT MOVE YOU	21AU1998	75/540,510	USA
ENZYMALL	06MR2000	75/937,044	USA
ESSENTIAL PROTEIN	04SE1999	75/791,973	USA
EXCEED	30AP1984	1,369,757	USA
EXCEL	06JA1984	1,332,802	USA
EXCEL	06FE1996	2,284,326	USA
EXCEL SPORTS	31MR1997	75/266,674	USA
EXCEL THE HUMAN ENERGY COMPANY AND DESIGN	04AU1998	75/530,956	USA
EXTREME BLUE THUNDER	25JE1998	75/508,498	USA
EXTREME JOINT FORCE	08FE1999	75/637,800	USA
EXTREME PURE PRO	08FE1999	75/637,851	USA
EXTREME RIPPED FORCE	22AP1998	75/472,169	USA
EXTREME SIZE	05NO1999	75/841932	USA
EXTREME SUPERIOR WHEY	02AP1999	02AP1999	USA
EXTREME WHEY	03FE2000	75/911,333	USA
FAT BURNER	09MY1997	75/289,703	USA
FAT BURNER	27MY1997	75/298,639	USA
FAT BURNERS	01FE1993	1,851,268	USA
FEMAURA	12DE1998	75/607,535	USA
FI-BAR	23MR1987	1,469,926	USA
FI-BAR BERRY BEST	28FE1994	1,926,618	USA
FI-BAR CHEWY & NUTTY AND DESIGN	23SE1994	74/577,754	USA
FI-BAR FAT FREE	29MR1993	1,943,096	USA
FI-BAR NECTAR (STYLIZED)	11MY1995	1,065,627	USA
FIBERFIT	20NO1998	75/593,032	USA
FIRMALOSS	30SE1982	1,284,033	USA
FORCE	17DE1993	2,048,052	USA
FRUITOPS AND DESIGN	20JL1992	66,922	CA
G FORCE	31MR1997	2,219,596	USA
GET LEAN	25AP2000	76/034,246	USA
GIANT MEGA MASS	20FE1997	2,132,578	USA
GLUTAMINE STACK	23DE1999	75/879,312	USA
GREAT AMERICAN NUTRITION	11AP1994	2,159,794	USA

TRADEMARK	APP/REG DATE	APP/REG No.	COUNTRY/ STATE
GUARANA RUSH	13JL1998	75/517,373	USA
GUIDED MINERALS	10FE1997	2,197,145	USA
HEAT HIGH ENERGY ADVANCED THERMOGENIC	25JE1998	75/508,487	USA
HIGH PERFORMANCE	10FE1997	2,256,279	USA
HIGH VOLTAGE	10OC1995	2,162,401	USA
HOMESTYLE	02JL1992	66,923	California
HYPERCARB2	05NO1999	75/841929	USA
HYPERDRIVE	16DE1997	75/405,969	USA
HYPERDRIVE 360	17JL1995	2,092,492	USA
INFERNO	02SE1997	2,092,492	USA
ION RX	31OC1997	75/382,513	USA
ION X	13OC1998	75/568,803	USA
ION-X	29SE1998	75/561,610	USA
JOE WEIDER (STYLIZED)	24FE1997	2,240,151	USA
JOE WEIDER DYNAMIC MUSCLE BUILDER AND DESIGN	08DE1997	863,485	Canada
JOE WEIDER MEGABOLIC	03MR1997	2,248,564	USA
JOINT FREE	29MY1998	75/493,326	USA
JOINT FREE PLUS	29MY1998	75/493,325	USA
KETO LEAN	29AP1998	75/493,039	USA
KETOLEAN	23FE1998	75/438,262	USA
KICK SOME MASS	14JE1996	75/119,421	USA
KNOCK OUT	16OC1995	2,080,045	USA
LEAN CALORIES	25AP2000	76/034,247	USA
LEAN PROTEIN	06MR2000	75/937,047	USA
LEAN SOLUTION	22JE1993	1,892,547	USA
LEANPRO	26AP1999	75/691,153	USA
LEGITIMATE hardcore PRODUCTS	14OC1997	75/372,088	USA
LEGITIMATE hardcore PRODUCTS	08DE1999	75/866,779	USA
M MUSCLE TRIBE AND DESIGN	09DE1997	75/402,546	USA
M MUSCLE TRIBE AND DESIGN	09DE1997	75/402,547	USA
MASS 1000	07FE1997	2,187,244	USA
MASS RECOVERY	06MR2000	75/937,049	USA
MC2	15JA1998	2,253,044	USA
MEGA MASS ULTRA	03MR2000	75/935963	USA
MEGA RIPPED	06FE1996	2,027,120	USA
MEGA-MASS	13JE1988	1,542,203	USA
MEGASTRESS	27MR1989	1,184,420	USA
MEN'S PERFORMANCE	16AU1995	74/716,556	USA
META PRO	25JE1998	75/508,495	USA
METABASICS	06DE1996	2,220,819	USA
METABASICS AND DESIGN	10JA1992	1,724,964	USA
METACUTS	16DE1997	2,252,967	USA
METADRENE	29MY1998	75/493,036	USA
METAFORM	26FE1996	2,066,646	USA
METAFORM	22OC1998	893,982	Canada
METAFORM HEAT	07FE1997	2,210,144	USA

TRADEMARK	APP/REG DATE	APP/REG No.	COUNTRY/ STATE
METAPLEXX MRP	23DE1999	75/879,306	USA
METAPLEXX TR	25JE1998	75/508,496	USA
MINIMAX	21AU1998	75/540,464	USA
MISC DESIGN [JOE WEIDER BUST; INCLUDING ARMS]	13DE1989	1,626,637	USA
MISC DESIGN [FLOWER AND BOX]	16AP1999	75/684,683	USA
MISC DESIGN [FLOWER]	18MR1999	75/667,680	USA
MOVE FREE	13OC1998	75/568,753	USA
MULTIPOWER	29SE1999	75/809,822	USA
MUSCLE TRIBE	06MY1996	2,261,312	USA
NATURALLY LIGHT & DELICIOUS	220JL1992	66,924	California
NEURODRIVE	16DE1997	2,249,133	USA
NEUTRALL OC	07JL1999	75/744,353	USA
NION	24DE1964	800,202	USA
NITROREPLETE	15JE1998	75/501,732	USA
NITROSPARE	30JL1998	75/528,162	USA
NUSTART	15JA1998	75/418,720	USA
NUSTART (STYLIZED)	23FE1998	75/438,264	USA
NUTCRACKER SWEETS	20JL1992	67,907	California
NUTRI-OPTICS	27MR1995	1,954,984	USA
NUTRITION AT THE SPEED OF SCIENCE	15JA1998	75/418,721	USA
OPTIZONE	20SE1996	75/169,673	USA
PAIN FREE	09AU1999	75/771,721	USA
PAIN FREE	22DE1999	75/881,038	USA
PAIN-FREE HP	07MR1996	75/068,828	USA
PAIN-FREE [AFASSCO]	18JL1983	1,366,058	USA
PCO+	26JE1997	2,215,956	USA
PERFECT C	04AU1998	75/530,960	USA
PERFORMANCE CHROMIUM PICOLINATE	13SE1993	1,904,890	USA
PERFORMANCE GOLD	21OC1993	1,935,926	USA
PERFORMANCE OKG	13SE1993	1,907,808	USA
PERFORMANCE PROTEIN	22DE1999	75/881,043	USA
PERFORMANCE SHAPER DIET	13SE1993	1,924,408	USA
PERFORMANCE VANADYL	13SE1993	1,907,807	USA
PERFORMANCE WEIGHT GAINER	13SE1993	1,920,673	USA
PERUVIAN MACA	13JL1998	75/517,369	USA
PET FORTE	15JA1998	2,256,742	USA
PHENCAL	17FE1998	2,232,126	USA
PHENCAL	13FE2000	2000017099	China
PHYTOCHARGED	04NO1994	2,012,523	USA
POWER TO PLAY	28AP2000	76/037,069	USA
PRIME TIME	11DE1995	75/030,858	USA
PRO CARBO FORCE	04SE1997	2,247,235	USA
PROFESSIONAL	07FE1998	2,190,078	USA
PROTEIN IN THE RAW	21JA1997	75/228,345	USA
PROTEIN2	09MR1997	75/289,716	USA
PROTON	01MR1996	2,162,493	USA

TRADEMARK	APP/REG DATE	APP/REG No.	COUNTRY/ STATE
PURE WATER CORP. AND DESIGN	15JA1991	1,763,149	USA
PUREPRO	27MY1997	75,298,636	USA
PYRU FORCE	29MY1998	2,294,189	USA
RAY-D	24DE1964	792,493	USA
RAZOR RIPPED	05NO1999	75/841,933	USA
RE-CREATE	20SE1996	2,200,904	USA
REBAR	15JE1998	75/501,726	USA
RECOVERY STACK	23DE1999	75/879,310	USA
REGENEX	24NO1998	75/594,537	USA
RIPPED FORCE	19DE1995	2,194,020	USA
RIPPED MASS	05NO1999	75/841934	USA
RIPPED TO THE MAX	16MR1998	75/450,385	USA
SCHIFF	10FE1997	2,225,004	USA
SCHIFF	24FE1998	870,287	Canada
SCIENCE BEVERAGES	23JE1999	75/735,675	USA
SCIENCE FOODS	21AP1995	1,973,740	USA
SCIENCE LABS NUTRITION	16DE1997	75/405,970	USA
SDP	15JE1998	75/501,731	USA
SDP-50	04MY1999	75/697,267	USA
SEQUENCED DELIVERY PROTEIN	14FE2000	75/918,004	USA
SHAPING YOUR FUTURE	03FE2000	75/911,349	USA
SIXTY YEARS OF EXCELLENCE WEIDER AND DESIGN	15JA1998	75/418,763	USA
SO FREE	17AP1991	93,929	California
SOLUBLE CREATINE	23DE1999	75/879,305	USA
SOY ONE	03MR2000	75/935,962	USA
SOYPLUS	25JE1998	75/508,499	USA
SPEED STACK	22DE1999	75/881,041	USA
STEEL BAR	14DE1993	1,862,672	USA
STEEL PRO	21JL1997	2,255,979	USA
SUPER ENZYMA	06MR2000	75/937,046	USA
SUPER MEGA MASS 2000	13OC1998	2,302,009	USA
SUPER SHAKE	24OC1997	75/379,219	USA
SUPER TEA	27MY1997	2,258,191	USA
THE BODY MINT	07JL1999	75/744,350	USA
THE CARBOHYDRATE STACK	20AU1997	2,236,518	USA
THE PROTEIN OF TOMORROW AVAILABLE TODAY	03FE2000	75/911,299	USA
THE SOURCE OF PERFORMANCE	13JL1998	75/517,371	USA
TIGER SPORT	07FE1998	2,229,931	USA
TIGER'S MILK	12MY1961	726,331	USA
TIGER'S MILK (STYLIZED)	08JE1959	723,920	USA
TURBO TEA	04SE1991	1,726,024	USA
ULTRA ENERGY	22DE1999	75/881,042	USA
ULTRA HIGH PERFORMANCE	07FE1997	2,246,993	USA
ULTRA LEAN	11MY1994	1,908,091	USA
ULTRA LEAN	25JE1998	75/508,497	USA
ULTRA LEAN	22DE1999	75/881,039	USA

TRADEMARK	APP/REG DATE	APP/REG No.	COUNTRY/ STATE
ULTRA LEAN	8AP1997	842,547	Canada
ULTRA RIPPED	08FE1999	75/637,996	USA
ULTRA WHEY PRO	17FE1998	75/435/569	USA
ULTRAAC	25JE1998	75/508,484	USA
ULTRAAP	25JE1998	75/508,483	USA
V COMPLETE	15JA1998	2,225,789	USA
VALERISOM	20NO1998	75/593,030	USA
VICTORY	13AP1995	2,157,964	USA
VITALIREST	14JE1996	2,143,387	USA
VITALISLIM	14JE1996	75/119,087	USA
W AND DESIGN	09DE1997	75/402,426	USA
WEIDER	14JA1983	1,361,341	USA
WEIDER (STYLIZED)	09DE1997	75/402,452	USA
WEIDER SCIENCE	21AU1998	75/540,511	USA
WEIDER SPORTS	04SE1999	75/791,970	USA
WEIDERSPORT	04SE1999	75/791,969	USA
WH-1100	23FE1998	75/438,265	USA
WHITE LIGHTNING	31AU1995	2,008,057	USA
XCEED	04AU1998	75/530,961	USA
XXL	09DE1993	2,008,846	USA
XXL SUPER WEIGHT GAIN 1100 AND DESIGN	09DE1993	2,010,449	USA
YOU TRAIN, WE'LL DO THE REST	22DE1999	75/881,357	USA
ZERO TEA	12DE1993	1,862,689	USA

**SCHEDULE B
TO
TRADEMARK SECURITY AGREEMENT
DATED AS OF JUNE 30, 2000**

LICENSE AGREEMENTS

Attached.

Schedule B
Trademark License Agreement

<u>Company</u>	<u>Type of Agreement</u>
CHR Hansen BioSystems	Trademark License Agreement (Probiotech)
Nutraceutix, Inc./Biochemix, Inc.	Royalty, Exclusive Sublicense Agreement; Amendment Number One to Royalty and Exclusive Sublicense Agreement
Protein Technologies International	Trademark License Agreement (Protein Soy)
Sabinsa Corporation	Trademark License Agreement (Bioperine)
Vanson, Inc.	Trademark License Agreement (Chitosan Granular)

STATE OF New York)
) SS
COUNTY OF New York)

The foregoing Trademark Security Agreement was acknowledged before me this 28th day of June, 2000, by Sebastiano A Carone, a Director of BANKERS TRUST COMPANY, a New York banking corporation, on behalf of such corporation.

Margaret E. Richards

Margaret E. Richards
Notary Public

New York County, NY

My commission expires: 7/31/00

MARGARET E. RICHARDS
Notary Public, State of New York
No. 31-4736704
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires 7/31/01

Trademark Security Agreement

TRADEMARK
REEL: 002113 FRAME: 0287

STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing Trademark Security Agreement was acknowledged before me this 30th day of June, 2000 by Joseph W. Baty, the Executive Vice President and Chief Financial Officer of WEIDER NUTRITION INTERNATIONAL, INC., a Delaware corporation, on behalf of such corporation.



Mary Quinn Morris

Notary Public

County, _____

My commission expires: 1-4-02

Trademark Security Agreement