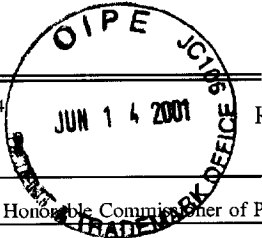


D-1



06-20-2001

Form PTO-1594 (Rev 6-93)

U.S. Department of Commerce Patent and Trademark Office



101754126

inal documents or copy thereof.

To the Honorable Commissioner of P

1. Name of conveying party(ies):

LEINER HEALTH SERVICES CORP.

- Individual(s)
- General Partnership
- \*Corporations
- 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

Execution Date: February 28, 2001

Handwritten: MND 6/14/01

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

Name: THE BANK OF NOVA SCOTIA, as administrative agent

Internal Address:

Street Address: One Liberty Plaza

City: New York State: NY ZIP: 10006

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- \* Other bank, financial institution

If assignee is not domiciled in the United States, a domestic representative 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 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) SEE SCHEDULE A

B. Trademark No.(s) SEE SCHEDULE A

Additional numbers attached \* Yes  No

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

Name: Robert E. Rude II

Internal Address: Mayer Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 185

7. Total fee (37 CFR 3.41): \$ 4640.00

\* Enclosed (Check No. 19284 )

Authorized to be charged to deposit account

8. Deposit account number:

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

06/19/2001  
01 FC:481  
02 FC:482

DIAZ1 00000152 1749184

40.00 OP  
4600.00 OP

DO NOT USE 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.

Robert E. Rude II  
Name of Person Signing

Signature

June 14, 2001  
Date

Total number of pages comprising cover sheet and document attachments: 11

Schedule A  
to Trademark Security Agreement

DOMESTIC TRADEMARK REGISTRATIONS

| COUNTRY       | TRADEMARK                              | DATE       | REG.#   |
|---------------|--|------------|---------|
| United States | Abstract Design of a Flower            | 01/26/1993 | 1749184 |
| United States | Allercold                              | 01/12/1993 | 1746289 |
| United States | Assured Release & Design               | 03/28/1995 | 1886507 |
| United States | Babycology                             | 07/18/1995 | 1906239 |
| United States | Beyond Vitamins                        | 04/30/1996 | 1971903 |
| United States | Bio-Balance (Class 5)                  | 02/25/1997 | 2041108 |
| United States | Body Benefits (Class 5)                | 11/16/1999 | 2293242 |
| United States | Body Benefits (Class 42)               | 11/07/2000 | 2402854 |
| United States | Body Benefits Bones and Joint Icon     | 03/23/1999 | 2235221 |
| United States | Body Benefits Circulatory Icon         | 03/16/1999 | 2232897 |
| United States | Body Benefits Energy Icon              | 03/23/1999 | 2235219 |
| United States | Body Benefits Immune Icon              | 04/13/1999 | 2239621 |
| United States | Body Benefits Man/Woman Icon           | 05/18/1999 | 2246596 |
| United States | Body Benefits Memory-Brain Icon        | 03/23/1999 | 2235226 |
| United States | Body Benefits Miscellaneous Icon       | 03/23/1999 | 2235225 |
| United States | Body Benefits Weight Control           | 03/23/1999 | 2235220 |
| United States | Bodycology (Class 3 - script on black) | 07/23/1996 | 1989228 |
| United States | Bodycology (Class 3 - script)          | 02/02/1993 | 1749731 |
| United States | Bodycology (Class 3)                   | 09/22/1992 | 1719286 |
| United States | Bodycology (Class 5)                   | 08/01/2000 | 2373942 |
| United States | Burst                                  | 01/08/1985 | 1313045 |
| United States | CTD 200                                | 03/28/2000 | 2336609 |
| United States | Cardio Complex                         | 12/15/1998 | 2211956 |
| United States | Central-Vite                           | 01/01/1991 | 1630504 |
| United States | Central-Vite Plus                      | 08/29/1995 | 1915779 |
| United States | Central-Vite Select                    | 07/07/1998 | 2171366 |
| United States | Central-Vite Supreme                   | 03/21/1995 | 1885535 |
| United States | Choom ee's                             | 05/11/1965 | 789316  |
| United States | Councilabs & Design                    | 11/27/1973 | 973800  |
| United States | Created from Nature (Class 3)          | 12/20/1994 | 1867904 |
| United States | Daily Impact                           | 06/08/1999 | 2251324 |
| United States | Daily Pak                              | 09/13/1988 | 1503542 |
| United States | Daily Pak Select                       | 02/07/1995 | 1877375 |
| United States | Daily Vitamin Pak                      | 11/24/1981 | 1178785 |
| United States | Dietic                                 | 11/03/1981 | 1175765 |
| United States | Dissolution Tested Proven #3           | 10/13/1998 | 2195780 |
| United States | Dissolution Tested, Release Assured    | 02/16/1993 | 1753433 |
| United States | Encompass                              | 02/09/1999 | 2222770 |
| United States | Energy Complex                         | 05/26/1998 | 2161036 |
| United States | Everyday Athlete                       | 12/06/1983 | 1259763 |
| United States | Executive's Choice                     | 03/11/1986 | 1385699 |
| United States | Fatiguex                               | 01/09/2001 | 2420090 |
| United States | Fitness Support Program                | 10/20/1998 | 2199108 |
| United States | Formula 36                             | 10/31/1981 | 1172810 |
| United States | Formula RDA                            | 02/24/1976 | 1034189 |
| United States | Formulae USP                           | 01/21/1997 | 2033157 |
| United States | Fulvita                                | 02/23/1982 | 1190422 |
| United States | Ginseven                               | 08/18/1998 | 2183037 |
| United States | Gordon's Econo-Pak                     | 01/01/1963 | 742896  |
| United States | Grand-Slam                             | 01/08/1985 | 1313044 |
| United States | Granutec                               | 08/09/1994 | 1848962 |
| United States | Healthy Life                           | 12/25/1984 | 1310734 |
| United States | Hista Tabs                             | 05/04/1993 | 1768400 |
| United States | Imperial Ginseng                       | 10/17/2000 | 2394519 |
| United States | Kwik-Kap                               | 10/29/1996 | 2012314 |
| United States | Leiner Health Products                 | 01/18/2000 | 2309528 |
| United States | Leiner Health Products & Design        | 05/06/1997 | 2059591 |

16977546

TRADEMARK  
REEL: 002312 FRAME: 0890

## DOMESTIC TRADEMARK REGISTRATIONS

| COUNTRY       | TRADEMARK                          | DATE       | REG.    |
|---------------|------------------------------------|------------|---------|
| United States | L-Formula                          | 02/09/1982 | 1189083 |
| United States | LHP & Design                       | 08/22/1995 | 1913897 |
| United States | Lightweight                        | 01/08/1985 | 1313046 |
| United States | Liqui-Coat                         | 07/16/1996 | 1986734 |
| United States | Liquid Lift                        | 02/04/1997 | 2035351 |
| United States | Lubricare                          | 11/02/1999 | 2290181 |
| United States | Lubricare                          | 04/19/1994 | 1831007 |
| United States | Man's Choice                       | 04/01/1986 | 1387982 |
| United States | Maximum Choice                     | 06/04/1985 | 1338731 |
| United States | Maximum Pak                        | 12/10/1985 | 1374543 |
| United States | Memory Support Complex             | 12/08/1998 | 2209568 |
| United States | Memory Supporter                   | 05/16/2000 | 2349915 |
| United States | Mobilized Nutrition                | 02/08/2000 | 2316101 |
| United States | Mobilized Nutritionist             | 01/16/2001 | 2420695 |
| United States | My-A-Multi                         | 03/11/1980 | 1131599 |
| United States | National Brand Formula (NBF)       | 02/19/1985 | 1320310 |
| United States | Naturalized                        | 11/05/1991 | 1663752 |
| United States | Nature's Harmony                   | 11/15/1983 | 1257332 |
| United States | Nature's Origin (California)       | 02/15/2001 | 107043  |
| United States | Nature's Premium                   | 03/24/1987 | 1433522 |
| United States | Nature's Touch                     | 12/07/1999 | 2298923 |
| United States | Nutra Choice                       | 11/21/2000 | 2407259 |
| United States | Ocean Dew                          | 09/23/1997 | 2100037 |
| United States | Omnisource                         | 09/28/1999 | 2281475 |
| United States | One Choice                         | 09/14/1999 | 2278012 |
| United States | Optha-Care                         | 08/17/1999 | 2270666 |
| United States | Osteo Joint                        | 09/19/2000 | 2388490 |
| United States | Performance One                    | 08/01/2000 | 2373846 |
| United States | Pharmacist Answer                  | 03/14/1995 | 1884192 |
| United States | Pharmacist Best                    | 02/28/1995 | 1881114 |
| United States | Pharmacist Blend                   | 03/14/1995 | 1884190 |
| United States | Pharmacist Care                    | 08/15/1995 | 1912171 |
| United States | Pharmacist First                   | 03/21/1995 | 1885527 |
| United States | Pharmacist Formula                 | 10/25/1988 | 1509847 |
| United States | Pharmacist Formula                 | 04/24/1990 | 1592720 |
| United States | Pharmacist Formula                 | 04/06/1993 | 1763596 |
| United States | Pharmacist Formula & Design        | 03/10/1992 | 1678249 |
| United States | Pharmacist Formula & Design        | 04/06/1993 | 1763596 |
| United States | Pharmacist Formula & Design        | 04/06/1993 | 1763597 |
| United States | Pharmacist Formula & Design        | 04/13/1993 | 1765207 |
| United States | Pharmacist Formula adjacent...     | 06/14/1991 | 94202CA |
| United States | Pharmacist Formula Logo            | 05/09/1989 | 1537889 |
| United States | Pharmacist Formula Logo            | 07/17/1990 | 1591651 |
| United States | Pharmacist Friend                  | 03/21/1995 | 1885529 |
| United States | Pharmacist Number 1                | 03/21/1995 | 1885528 |
| United States | Pharmacist Own                     | 03/21/1995 | 1885526 |
| United States | Pharmacist Pick                    | 03/14/1995 | 1884191 |
| United States | Pharmacist Referral                | 03/14/1995 | 1884188 |
| United States | Pharmacist Relief                  | 10/31/1995 | 1931895 |
| United States | Pharmacist Solution                | 03/14/1995 | 1884189 |
| United States | Pharmacist System                  | 04/04/1995 | 1887714 |
| United States | Pharmacist Trust                   | 03/14/1995 | 1884193 |
| United States | Pharmacist Trusted                 | 03/14/1995 | 1884194 |
| United States | Pharmacist Value                   | 08/24/1993 | 1789839 |
| United States | Phyto-Concentrates                 | 04/23/1996 | 1969648 |
| United States | Premium Source                     | 05/23/2000 | 2352718 |
| United States | Proven Release Formula Design      | 01/05/1993 | 1745043 |
| United States | Purity & Quality Guaranteed Design | 07/03/1990 | 1604326 |
| United States | Rectangle w/ Oblique Oval Design   | 07/15/1997 | 2079530 |
| United States | Release Assured & Box Design       | 05/25/1993 | 1773376 |
| United States | Release Assured & Design           | 07/13/1993 | 1782015 |
| United States | Release Assured & Dsn Pill &...    | 12/22/1992 | 1742102 |

## DOMESTIC TRADEMARK REGISTRATIONS

| COUNTRY       | TRADEMARK                              | DATE       | REG. NO. |
|---------------|--|------------|----------|
| United States | Replenish                              | 10/10/1995 | 1926257  |
| United States | Select Formula                         | 05/25/1993 | 1773363  |
| United States | Select One                             | 05/23/2000 | 2352656  |
| United States | Senior's Choice                        | 12/11/1984 | 1308596  |
| United States | Slumber Time                           | 08/24/1993 | 1789833  |
| United States | Snip-E                                 | 02/25/1975 | 1005174  |
| United States | Space Kids                             | 01/26/1993 | 1748098  |
| United States | Strikes Pain                           | 06/26/1962 | 733291   |
| United States | Super Vita-Health 36                   | 03/29/1983 | 1232483  |
| United States | Swirl Design of the Letter "B" (CI 42) | 08/01/2000 | 2372414  |
| United States | The Vitamin Store                      | 01/23/1996 | 1951912  |
| United States | Thera Plus                             | 07/31/1990 | 1608014  |
| United States | Today's Choice                         | 05/30/2000 | 2354125  |
| United States | Today's Pharmacist                     | 04/04/1995 | 1887706  |
| United States | Top Source                             | 05/16/2000 | 2350835  |
| United States | Total Source                           | 08/10/1999 | 2269890  |
| United States | Tru-Nature & Design                    | 07/24/1973 | 964561   |
| United States | Tru-Nature & Design                    | 01/05/1993 | 1745052  |
| United States | Ultimum                                | 11/02/1999 | 2290421  |
| United States | Ultra Beauty Formula                   | 05/16/2000 | 2350701  |
| United States | Ultra Choice                           | 07/18/2000 | 2369459  |
| United States | Vita-Fresh                             | 04/28/1981 | 1152085  |
| United States | Vita-Health                            | 05/31/1983 | 1239943  |
| United States | VitalLife                              | 07/04/1978 | 1094936  |
| United States | Vitmania (Class 35)                    | 05/19/1998 | 2159555  |
| United States | Vitmania (Class 42)                    | 04/04/2000 | 2338426  |
| United States | Vitmania (Class 5)                     | 04/04/2000 | 2338425  |
| United States | Voice of Authority (Class 42)          | 12/14/1999 | 2300452  |
| United States | Voice of Authority (Class 42)          | 03/14/2000 | 2329585  |
| United States | Whole Source                           | 05/11/1999 | 2244571  |
| United States | Your Life (California)                 | 04/28/1975 | 53094    |
| United States | Your Life                              | 05/15/1990 | 1596015  |
| United States | Your Life                              | 01/06/1976 | 1029138  |
| United States | Your Life                              | 02/21/1984 | 1267613  |
| United States | Your Life & Design                     | 07/29/1986 | 1402829  |
| United States | Your Life (Class 42)                   | 07/29/1997 | 2084936  |

**PENDING DOMESTIC TRADEMARK APPLICATIONS**

| COUNTRY       | TRADEMARK NAME                                   | FILE DATE  | SERIAL    |
|---------------|--|------------|-----------|
| United States | Accu-Mind & Memory                               | 06/16/1999 | 75/728093 |
| United States | Acidophilus Plus                                 | 04/07/1999 | 75/666307 |
| United States | Advanced Labs                                    | 08/18/1999 | 75/778539 |
| United States | Artistic Representation<br>of Arrows & Shield    | 12/15/1998 | 75/596162 |
| United States | Artistic Representation<br>of Atom               | 12/15/1998 | 75/593095 |
| United States | Artistic Representation<br>of Bones & Joint      | 12/15/1998 | 75/593094 |
| United States | Artistic Representation<br>of Head & Circuits    | 12/15/1998 | 75/596163 |
| United States | Artistic Representation<br>of Heart & Arrows     | 12/15/1998 | 75/593092 |
| United States | Artistic Representation<br>of Man & Sun          | 12/15/1998 | 75/596161 |
| United States | Artistic Representation<br>of Man & Tape Measure | 12/15/1998 | 75/593096 |
| United States | Artistic Representation<br>of Pills              | 12/15/1998 | 75/592184 |
| United States | Artistic Representation<br>of Puzzle Pieces      | 12/15/1998 | 75/592183 |
| United States | Council Labs                                     | 11/13/2000 | 76/162136 |
| United States | Council Labs & Design                            | 11/13/2000 | 76/162135 |
| United States | Healthy Legs                                     | 10/14/1998 | 75/569662 |
| United States | Herbal Benefits                                  | 03/22/1999 | 75/623351 |
| United States | Herbal One                                       | 03/23/1999 | 75/656116 |
| United States | Lhp (Class 42)                                   | 05/03/1999 | 75/696388 |
| United States | Libidex  | 03/23/1999 | 75/656115 |
| United States | Multi 2000 Mature                                | 04/14/1999 | 75/682796 |
| United States | Nature's Origin                                  | 12/18/1997 | 75/407763 |
| United States | Phyto-nutrients & Design                         | 10/25/1994 | 590438    |
| United States | Spring Valley Icons                              |            |           |
|               | Bones & Joint Icon                               | 06/16/1999 | 75/728098 |
|               | Energy & Metabolism Icon                         | 06/16/1999 | 75/728097 |
|               | Heart & Circulatory Icon                         | 06/16/1999 | 75/728096 |
|               | Immune System Icon                               | 06/16/1999 | 75/728095 |
|               | Specialty Supplements Icon                       | 06/16/1999 | 75/728094 |
| United States | Sugar-x  | 08/18/1999 | 75/778536 |
| United States | The Vitamin Liquidator                           | 07/24/2000 | 76/096254 |
| United States | Winter-eeze                                      | 03/02/2000 | 75/933145 |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 28, 2001, is made between LEINER HEALTH SERVICES CORP., a Delaware corporation (the "Grantor"), and THE BANK OF NOVA SCOTIA, as collateral agent (the "Agent") for each of the Secured Parties (such term and other capitalized terms being used herein with the meanings provided in Section 1).

W I T N E S S E T H :

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of May 15, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Leiner Health Products Inc., a Delaware corporation (the "U.S. Borrower"), Vita Health Products Inc., a Manitoba corporation (the "Canadian Borrower", and together with the U.S. Borrower, the "Borrowers"), the various financial institutions as are or may become parties thereto which extend a Commitment under the U.S. Facility (collectively, the "U.S. Lenders"), the various financial institutions as are or may become parties thereto which extend a Commitment under the Canadian Facility (collectively, the "Canadian Lenders", and together with the U.S. Lenders, the "Lenders"), The Bank of Nova Scotia ("Scotiabank"), as agent for the U.S. Lenders under the U.S. Facility (in such capacity, the "U.S. Agent"), Scotiabank, currently acting through its executive offices in Toronto, Ontario, as agent for the Canadian Lenders under the Canadian Facility (in such capacity, the "Canadian Agent", and together with the U.S. Agent, collectively, the "Agents"), Merrill Lynch Capital Corporation, as Documentation Agent, and Salomon Brothers Holding Company Inc., as Syndication Agent, the Lenders and Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a U.S. Subsidiary Security Agreement, dated as of February 28, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders and the Issuers to make Credit Extensions to the Borrowers pursuant to the Credit Agreement, and to induce the Secured Parties

to enter into Rate Protection Agreements, if any, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby grant to the Agent a security interest in, for the ratable benefit of the Secured Parties, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature owned by the Grantor in the Grantor's name as such may be changed from time to time (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto, provided, however, that Trademark Collateral shall not include "intent to use" applications for trademark or service mark registrations filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed;

(b) all Trademark licenses of the Grantor, including each Trademark license referred to in Item B of Attachment 1 attached hereto subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business of the Grantor connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights of the Grantor associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future

infringement or dilution of any Trademark or Trademark registration including any Trademark or Trademark registration referred to in Item A of Attachment 1 attached hereto, or for any injury to the goodwill of the Grantor associated with the use of any such Trademark or for breach or enforcement of any Trademark license subject, in each case, to the terms of such license agreements.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and, to the extent required by the Security Agreement, corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the payment in full in cash, or cash collateralization, of all Obligations, the termination or expiration of all Letters of Credit, the termination of all Rate Protection Agreements entered into pursuant to the Credit Agreement and the termination of all Commitments, the security interest granted herein and all related Liens shall terminate and all rights to the Trademark Collateral shall revert to the Grantor. Upon any such termination or release, the Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination of the security interest in the Trademark Collateral granted herein and all related Liens.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LEINER HEALTH SERVICES CORP.

By *Gele K. Bousman*  
Name:  
Title:

THE BANK OF NOVA SCOTIA,  
as Agent

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LEINER HEALTH SERVICES CORP.

By \_\_\_\_\_  
Name:  
Title:

THE BANK OF NOVA SCOTIA,  
as Agent

By *Ron Dooley*  
Name: *Ron Dooley*  
Title: *DIRECTOR*

Item A. Trademarks

Registered Trademarks

| <u>*Country</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-----------------|------------------|-------------------------|--------------------------|
|-----------------|------------------|-------------------------|--------------------------|

See Schedule A.

Pending Trademark Applications

| <u>*Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|-----------------|------------------|-------------------|--------------------|
|-----------------|------------------|-------------------|--------------------|

See Schedule B.

Trademark Applications in Preparation

| <u>*Country</u> | <u>Trademark</u> | <u>Docket No.</u> | <u>Expected Filing Date</u> | <u>Products/ Services</u> |
|-----------------|------------------|-------------------|-----------------------------|---------------------------|
|-----------------|------------------|-------------------|-----------------------------|---------------------------|

NONE

Item B. Trademark Licenses

| <u>*Country or Territory</u> | <u>Trademark</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|------------------------------|------------------|-----------------|-----------------|-----------------------|------------------------|
|------------------------------|------------------|-----------------|-----------------|-----------------------|------------------------|

|               |         |                        |                 |        |      |
|---------------|---------|------------------------|-----------------|--------|------|
| United States | Surpass | Leiner Health Services | Wrigley Company | 9/8/00 | None |
|---------------|---------|------------------------|-----------------|--------|------|