

REC

07-23-2001

SHEET

U.S. DEPARTMENT OF
Patent and Trademark

101793669

Tab settings

To the Honorable Commissioner of Patent

Send original documents or copy thereof.

1. Name of conveying party(ies):
Vitamin Shoppe Industries Inc.MRD
7/23/01

2. Name and address of receiving

Name: Antares Capital Corporation

Internal Address: _____

Street Address: 311 South Wacker DriveCity: Chicago State: IL Zip: 60606☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation State Delaware☐ 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☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State NY☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____May 20, 2001

Execution Date: _____

4. Application number(s) or trademark

A. Trademark Application No.(s)
See exhibit A attached hereto.B. Trademark Registration
See exhibit A attached hereto.

Additional numbers attached? Yes

5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Todd RamstromInternal Address: 16th FloorStreet Address: Katten Muchin & Zavis525 W. MonroeCity: Chicago Stat IL ZIP 606616. Total number of applications and
registrations

14

7. Total fee (37 CFR

\$ 365.00☒ Enclosed☐ Authorized to be charged to deposit

8. Deposit account number:

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

01 FC:481
02 FC:48240.00 OP
325.00 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
of the original document.Todd Ramstrom

Name of Person

Todd Ramstrom
Signature07/19/01

Date

Total number of pages including cover sheet, attachments, and document

6

Exhibit A

~~Schedule 1 to Trademark Security Agreement~~

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
SHN	1,870,312	
DAILY VM CAPS	1,857,466	
RN'R REST AND RELAX	1,900,301	
GUGGACIN COMPLE	1,894,800	
FRESH & NEW	1,861,583	
H	1,979,989	
LIPO-VITE COMPLEX	1,890,391	
FRESH & NEW THE VITAMIN SHOPPE	1,875,772	
THE VITAMIN SHOPPE & DESIGN	1,510,646	
THE VITAMIN SHOPPE	1,506,651	

FOREIGN TRADEMARK REGISTRATIONS

NONE

U.S. TRADEMARK APPLICATIONS

THE VITAMIN SHOPPE SINCE 1977	76/175,001
THE VITAMIN SHOPPE SINCE 1977	76/174,901
THE VITAMIN SHOPPE	75/980,453
THE VITAMIN SHOPPE	75/863,099

FOREIGN TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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NONE

TRADEMARK SECURITY AGREEMENT

WHEREAS, VITAMIN SHOPPE INDUSTRIES INC., a New York corporation (“**Grantor**”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of May 15, 1997 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Antares Capital Corporation, a Delaware corporation formerly known as Antares Leveraged Capital Corp. (“**Antares**”), as collateral agent (Antares, in such capacity, the “**Collateral Agent**”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “**Lenders**”), as an Administrative Agent and as Paying Agent and as a Lender, The Chase Manhattan Bank as an Administrative Agent, and the various other Lenders from time to time party thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 15, 1997 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between Borrower and Collateral Agent (in such capacity, “**Grantee**”), Grantor has granted to Grantee for the benefit of Collateral Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “**Obligations**” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

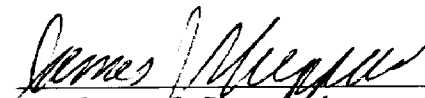
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks

and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 20th day of May, 2001.

VITAMIN SHOPPE INDUSTRIES INC.,
a New York corporation

By: 
Name: James J. Sheppard
Title: Chief Financial Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation formerly known as
Antares Leveraged Capital Corp., as Collateral
Agent

By: 
Name: DAVID M. BRACKETT
Title: MANAGING DIRECTOR

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<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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NONE

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
)ss.
COUNTY OF HUDSON)

On the 20th day of May, 2001, before me personally appeared Jeffrey J. Horowitz, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is Chairman of the Board of Vitamin Shoppe Industries Inc., a New York corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{Seal}

My commission expires:

Oct 31, 2005

ELLEN M. JOHNSON
Notary Public of New Jersey
My Commission Expires Oct. 31 2005