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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Hi-Vidomin Laboratories, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 1/30/02

2. Name and address of receiving party(ies)

Name: Heller Healthcare Finance, Inc.

Internal

Address:

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

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

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see attached Schedule A

Additional number(s) attached Yes No

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

Name: Sharon Patterson

Internal Address: Goldberg Kohn et al

Street Address: 55 E. Monroe St., Ste. 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sharon S. Patterson

Name of Person Signing

Sharon S. Patterson

Signature

2/13/02

Date

Total number of pages including cover sheet, attachments, and document: 8

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

03/07/2002 LNUELLER 00000072 2270529

01 FC:481 02 FC:482

40.00 OP 400.00 OP

TRADEMARK REEL: 002456 FRAME: 0308

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Registration Number</u>	<u>Date Registered</u>
Pulse Charger	2270529	8/17/99
Homocystrol	2242740	5/4/99
C-Max	2242741	5/4/99
Homocystrol + TMG	2244549	5/11/99
Nutri-Smart	2206929	12/1/98
D.L. Duo-Dophilus	2210607	12/15/98
Nature's Diet Caps +Herbs	2217060	1/12/99
Ultra-Lipoic Forte	2175064	7/21/98
DL-Winter Formula	2079110	7/15/97
G.F.S.-2000	2065143	5/27/97
Ultra Proanthocyanidins	2079111	7/15/97
Uro-Pro	2081341	7/22/97
Ultra Preventive	1972949	5/7/96
Professional Series	2031005	1/14/97
Sports Science Plus	1464264	11/10/87
Douglas Laboratories DL	1450313	8/4/87

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Gluco-Flex Forte	76/136578	9/28/00

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of January, 2002 by Hi-Vidomin Laboratories, Inc., a Delaware corporation ("Grantor") in favor of Heller Healthcare Finance, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor is a wholly-owned subsidiary of HVL Incorporated, a Delaware corporation ("Borrower");

WHEREAS, Borrower and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, Grantor and Grantee are parties to a certain Subsidiary Guaranty of even date herewith (the "Guaranty") whereby Grantor has agreed to guaranty the payment and performance of Borrower's indebtedness and obligations to Agent and Lenders under the Credit Agreement;

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of 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), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of Grantor's obligations under the Guaranty, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until (i) Grantor's obligations under the Guaranty and (ii) Borrower's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence and during the continuation of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

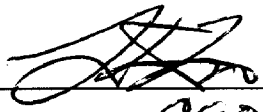
6. Grantee's Right to Sue. Upon the occurrence and during the continuation of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement

and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HI-VIDOMIN LABORATORIES, INC.

By:  _____
Its: CEO _____

Agreed and Accepted
As of the Date First Written Above

HELLER HEALTHCARE FINANCE, INC., as Agent

By: _____
Its: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HI-VIDOMIN LABORATORIES, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

HELLER HEALTHCARE FINANCE, INC., as Agent

By: Lucia Tebbetts
Its: Vice President

SCHEDULE A

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<u>Trademark Description</u>	<u>Registration Number</u>	<u>Date Registered</u>
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C-Max	2242741	5/4/99
Homocystrol + TMG	2244549	5/11/99
Nutri-Smart	2206929	12/1/98
D.L. Duo-Dophilus	2210607	12/15/98
Nature's Diet Caps +Herbs	2217060	1/12/99
Ultra-Lipoic Forte	2175064	7/21/98
DL-Winter Formula	2079110	7/15/97
G.F.S.-2000	2065143	5/27/97
Ultra Proanthocyanidins	2079111	7/15/97
Uro-Pro	2081341	7/22/97
Ultra Preventive	1972949	5/7/96
Professional Series	2031005	1/14/97
Sports Science Plus	1464264	11/10/87
Douglas Laboratories DL	1450313	8/4/87

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<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Gluco-Flex Forte	76/136578	9/28/00

GOLDBERG, KOHN, BELL, BLACK, ROSENBLUM & MORITZ, LTD.

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February 13, 2002

VIA EXPRESS MAIL

Commissioner of Patents & Trademarks
Box Assignments
Washington, D.C. 20231

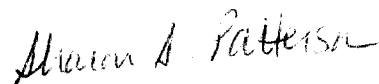
Re: Recordation of Trademark Mortgage (Heller/HVL – Hi-Vidomin)

Dear Sir or Madam:

Enclosed please find a Recordation Form Cover Sheet for Trademarks and applicable fees to be recorded in the Patent and Trademark Office. Please return the self-addressed, stamped postcard acknowledging your receipt of the enclosed document.

Please do not hesitate to call with any questions you may have regarding the enclosed materials.

Sincerely,



Sharon S. Patterson
Legal Assistant

SSP
Enclosure
cc: Rachel Gena Chiss, Esq. (w/encl)