

3/20/02

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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): Thompson Nutritionals, Inc. 1400 Kearns Boulevard, 2nd Flr Park City, Utah 84060

2. Name and address of receiving party(ies) Cooperative Centrale Raiffeisen-Boerenleenbank B.A. ("Rabobank Internal International")

Street Address: 245 Park Avenue City: New York State: New York

3. Nature of conveyance: Other Grant of Security Interest Execution Date: 02/21/02

Other Commercial Bank If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Danice Kowalczyk, Esq. Internal Address: White & Case Street Address: 1155 Avenue of the Americas City: New York State: New York Zip: 10036

6. Total number of applications and registrations involved: 11 7. Total fee (37 CFR 3.41): \$290.00 8. Deposit account number: 23-1705

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. Danice Kowalczyk, Esq. Signature Date: 02/21/02

04/05/2002 6TOM11 00000013 73064809 01 FC:481 02 FC:482 40.00 DP 250.00 DP

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

TRADEMARK REEL: 002475 FRAME: 0811

## LIST OF MARKS

Trademark	Brand	™ Owner	Country	™ Serial No./ Filing Date	™ Regis. No./ Issuance Date	Int'l Class	Product Description for ™ Purposes
DIETARY- 4®	Thompson	Thompson Nutritionals, Inc.	USA	73/064,809 10/02/75	1,038,660 05/04/76	5	Dietary food supplements
ADULT-PLEX®	Thompson	Thompson Nutritionals, Inc.	USA	73/206,785 03/08/79	1,133,957 4/29/80 4/29/00	5	Vitamin and mineral tablets
COACH'S FORMULA®	Thompson	Thompson Nutritionals, Inc.	USA	73/238,275 11/07/79	1,167,980 09/08/91	5	Vitamin, mineral and protein supplements
ENZAPLEX®	Thompson	Thompson Nutritionals, Inc.	USA	73/583,626 02/10/86	1,409,164 09/16/86	5	Digestive aid supplements
MEGA 80®	Thompson	Thompson Nutritionals, Inc.	USA	73/347,247 01/26/82	1,233,263 04/15/83	5	Multivitamins and multiminerals
NUPLEX®	Thompson	Thompson Nutritionals, Inc.	USA	73/130,183 06/13/77	1,083,134 01/24/78	5	Multivitamin, multimineral
PURE THERAPY®	Thompson	Thompson Nutritionals, Inc.	USA	74/153,790 04/02/91	1,881,109 02/28/95	5	Cold sore lip balm
TEENPLEX®	Thompson	Thompson Nutritionals, Inc.	USA	73/206,776 03/09/79	1,133,956 04/29/80	5	Vitamin and mineral tablets
THOMPSON (design)®	Thompson	Thompson Nutritionals, Inc.	USA	72/394,654 06/11/71	954,315 03/06/73	5	Vitamin minerals and dietary food supplements for Humans
THOMPSON®	Thompson	Thompson Nutritionals, Inc.	USA	74/378,339 04/13/93	1,832,578 04/26/94	5	Vitamin, mineral dietary food supplements
VITAPLEX®	Thompson	Thompson Nutritionals, Inc.	USA	73/116,597 02/22/97	1,075,365 10/18/77	5	Vitamin mineral supplements

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Thompson Nutritionals, Inc. (the "Grantor"), a Delaware corporation, with principal offices at 1400 Kearns Boulevard, 2<sup>nd</sup> Floor, Park City, Utah 84060, hereby grants to Cooperative Centrale Raiffeisen-Boerenleenbank B.A. ("Rabobank International"), New York branch, as Collateral Agent, with principal offices at 245 Park Avenue, New York, New York, 10167-0062 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, and (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of January 29, 2002 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

28 day of January, 2002.

Thompson Nutritionals, Inc. Grantor

By 

Name: Frank W. Gray II  
Title: Chief Executive Officer


Cooperative Centrale Raiffeisen-Boerenleenbank  
B.A. ("Rabobank International"), New York branch,  
as Collateral Agent and Grantee

By \_\_\_\_\_

Name:  
Title:

STATE OF Utah )  
COUNTY OF Summit ) ss:

On this 25 day of JAN, 2002 before me personally came \_\_\_\_\_  
Frank W. Gay who, being by me duly sworn, did state as follows: that [s]he is  
CEO of Thompson Nutritionals, Inc., that [s]he is authorized to execute the  
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of  
Directors of said corporation.

Janet Rees  
Notary Public  
 Notary Public  
**JANET REES**  
490 North Main  
Coeville, Utah 84017  
My Commission Expires  
July 25, 2005  
State of Utah

23<sup>rd</sup>

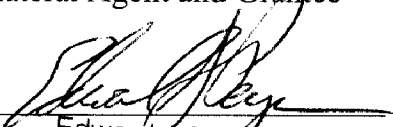
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
day of January, 2002.


THOMPSON NUTRITIONALS, INC.,  
as Grantor

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

COOPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A.,  
"RABOBANK INTERNATIONAL", NEW  
YORK BRANCH,  
as Collateral Agent and Grantee

*BR*

By   
Title: Edward J. Peyser  
Managing Director

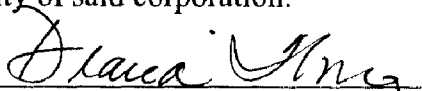
By   
Title: ~~VINCENT BREUKHOVEN~~  
Vice President

STATE OF NEW YORK )

ss.:

COUNTY OF NEW YORK )

On this 11<sup>th</sup> day of ~~January~~ <sup>FEBRUARY</sup>, 2002, before me personally came EDWARD J. PEYSER who, being by me duly sworn, did state as follows: that he is MANAGING DIRECTOR of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of said corporation.



Notary Public

DIANA WONG  
Notary Public, State of New York  
No. 4973432  
Qualified in Rockland County  
Certified in New York County  
Commission Expires October 22, 2002

TRADEMARK

REEL: 002475 FRAME: 0818



STATE OF NEW YORK )

ss.:

COUNTY OF NEW YORK )

On this 11<sup>th</sup> day of ~~January~~ <sup>FEBRUARY</sup>, 2002, before me personally came HANS F. BREUKHOVEN who, being by me duly sworn, did state as follows: that he is VICE PRESIDENT of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of said corporation.



Notary Public

DIANA WONG

Notary Public, State of New York

No. 4973432

Qualified in Rockland County

Certified in New York County

Commission Expires October 22, 2007