

04-25-2002

COVER SHEET
ONLYU.S. DEPARTMENT OF
Patent and Trademark

OMB No. 0651-0011 (exp. 4/9)



102067244

Tab settings

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

1. Name of conveying party(ies):
Frontline Group Organizational Learning Systems, Inc.

- ☐ 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 _____

April 22, 2002

Execution Date: _____

2. Name and address of receiving

Name: Antares Capital Corporation, as AgentInternal Address: Suite 6400Street 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

4. Application number(s) or trademark

A. Trademark Application No.(s)

76/175,00176/174,901

B. Trademark Registratio

1,870,312

Additional numbers attached? Yes

5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Penelope JohnsonInternal Address: 16th FloorStreet Address: Katten Muchin Zavis Rosenman525 W. MonroeCity: Chicago State: IL ZIP 60661

04/26/2002 LMUELLER 00000061 76175001

01 FC:481
02 FC:48240.00 OP
275.00 OP

DO NOT USE THIS SPACE

6. Total number of applications and
registrations 127. Total fee (37 CFR \$ 315.00)☒ Enclosed☐ Authorized to be charged to deposit

8. Deposit account number:

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

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.Penelope Johnson
Name of Person

Signature

04/23/02

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments,
Washington, D.C. 20231TRADEMARK
REEL: 2490 FRAME: 0479

ADDITIONAL REGISTRATION NUMBERS

1,857,466
1,900,301
1,894,800
1,979,989
1,890,391
1,510,646
1,506,651
2,481,906
2,481,640

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 even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified and as in effect from time to time, the **"Credit Agreement"**), with Antares Capital Corporation, a Delaware corporation (**"Antares"**), as agent (Antares, in such capacity, the **"Agent"**) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the **"Lenders"**) and as a Lender, and such other Lenders from time to time party thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified and as in effect from time to time, the **"Security Agreement"**), between Grantor and Agent (in such capacity, **"Grantee"**), Grantor has granted to Grantee for the benefit of 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.

*- Remainder of Page Intentionally Left Blank –
[Signature Page Follows]*

60048978.2

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 22nd day of April, 2002.

VITAMIN SHOPPE INDUSTRIES INC.,
a New York corporation

By: 

Name: Jeffrey Horowitz

Title: Chief Executive Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____

Name: _____

Title: _____

Trademark Security Agreement

TRADEMARK
REEL: 2490 FRAME: 0483


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 22nd day of April, 2002.

VITAMIN SHOPPE INDUSTRIES INC.,
a New York corporation

By: _____
Name: Jeffrey Horowitz
Title: Chief Executive Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

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

Trademark Security Agreement

TRADEMARK
REEL: 2490 FRAME: 0484

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS.

On the 22nd day of April, 2002, before me personally appeared Jeffrey 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 the Chief Executive Officer 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.

Donald Waldauer
Notary Public

{Seal}

My commission expires:

DONALD WALDAUER
Notary Public, State of New York
No. 31-9502160
Qualified in New York County
Commission Expires June 30, 2002

Trademark Security Agreement

TRADEMARK
REEL: 2490 FRAME: 0485

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>
SHN	1,870,312
DAILY VM CAPS	1,857,466
RN'R REST AND RELAX	1,900,301
GUGGACIN COMLEX	1,894,800
H	1,979,989
LIPO-VITE COMPLEX	1,890,391
THE VITAMIN SHOPPE & DESIGN	1,510,646
THE VITAMIN SHOPPE	1,506,651
THE VITAMIN SHOPPE	2,481,906
THE VITAMIN SHOPPE	2,481,640

U.S. TRADEMARK APPLICATIONS

THE VITAMIN SHOPPE SINCE 1977	76/175,001
THE VITAMIN SHOPPE SINCE 1977	76/174,901

Trademark Security Agreement