

05-22-2002

SHEET

U.S. DEPARTMENT OF  
Patent and Trademark

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



Y

Tab settings

102100213

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 Release & Reassignment \_\_\_\_\_

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)

76/175,001 75/863,099976/174,90175/980,453

## 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: 16<sup>th</sup> FloorStreet Address: Katten Muchin Zavis Rosenman525 W. MonroeCity: Chicago State: IL ZIP 6066105/23/2002 8TON11 00000076 76175001

01 FC:481

40.00 DP

02 FC:482

325.00 DP

DO NOT USE THIS SPACE

6. 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)

## 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

Penelope Johnson  
Signature05/17/02

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: 002511 FRAME: 0434

**Attachment to Recordation Form Cover Sheet – Trademarks**

**Item #4 (Continued)**

**B. Trademark Registrations:**

1,857,466

1,900,301

1,894,800

1,861,583

1,979,989

1,890,391

1,875,772

1,510,646

1,506,646

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 30, 2002, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Collateral Agent ("**Collateral Agent**").

### WITNESSETH:

WHEREAS, Collateral Agent and Vitamin Shoppe Industries Inc., a New York corporation ("**Vitamin Shoppe**"), were parties to a certain Trademark Security Agreement dated as of May 20, 2001 (the "**Security Agreement**"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Vitamin Shoppe granted a security interest to Collateral Agent in, and a collateral assignment to Collateral Agent of, among other things, the Trademarks (as defined below) as security for certain obligations owing by Vitamin Shoppe to the financial institutions (collectively, the "**Lenders**") from time to time party to that certain Credit Agreement dated as of May 15, 1997 by and among Vitamin Shoppe, such Lenders, Collateral Agent and The Chase Manhattan Bank, as Administrative Agent, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 23, 2001, at Reel 2333, Frame 0777; and

WHEREAS, Vitamin Shoppe has requested that Collateral Agent release its security interest in the Trademarks and reassign the same to Vitamin Shoppe;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby releases its security interest in all of Vitamin Shoppe's right, title and interest in and to all of the following:

(a) 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 Exhibit A 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;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a)

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infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Exhibit A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Exhibit A 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.

2. Collateral Agent hereby reassigns, grants and conveys to Vitamin Shoppe, without any representation, recourse or undertaking by Collateral Agent, all of Collateral Agent's right, title and interest in and to the Trademarks, and the goodwill of Vitamin Shoppe's business connected with the use of and symbolized by the Trademarks.

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

IN WITNESS WHEREOF, Collateral Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Collateral Agent

By: 

Name: \_\_\_\_\_

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

DAVID M. BRACKETT

MANAGING DIRECTOR

ACKNOWLEDGEMENT

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF COOK        )

On this 18 day of April, 2002 before me personally appeared David M. Brackett, to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of ANTARES CAPITAL CORPORATION, a Delaware corporation.



Notary Public Therese A. Marus  
My Commission Expires: 12/3/03

Trademark Release and Reassignment

**TRADEMARK**  
**REEL: 002511 FRAME: 0438**

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 COMLE	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	1,506,646

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