

6-3-02

RECC

06-03-2002

SHEET

U.S. DEPARTMENT OF
Patent and Trademark

Tab settings

To the Honorable Commissioner of Patent

102108588

and original documents or copy thereof.

1. Name of conveying party(ies):

Dr. Leonard's Healthcare Corp.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE

Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Trademark Security Interest

Execution Date: May 24, 2002

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as agent

Internal Address: _____

Street Address: 311 South Wacker Drive, Ste. 6400City: 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)
- 75/406434 and 75/406437

B. Trademark Registration
- 1,818,850 and 1,851,768

Additional numbers attached? ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Terese M. Scholl

Internal Address: _____

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

City: _____

06/04/2002 GTON1T 00000014 75406434

01 FC:481
02 FC:48240.00 DP
75.00 DP

DO NOT USE THIS SPACE

6. Total number of applications and
registrations

4

7. Total fee (37 CFR 3.41) \$ 115.00

- ☒ 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.

Terese M. Scholl

Name of Person

Terese M. Scholl

Signature

May 29, 2002

Date

5

Total number of pages including cover sheet, attachments, and

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

TRADEMARK
REEL: 002517 FRAME: 0141

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of ~~May 24~~ 2002, by ANTARES CAPITAL CORPORATION, a Delaware corporation formerly known as Antares Leveraged Capital Corp., as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Dr. Leonard's Healthcare Corp., a Delaware corporation ("Dr. Leonard's"), are parties to a certain Trademark Security Agreement dated as of July 31, 1998 (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 Dr. Leonard's granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Trademarks (as defined below) as security for certain obligations owing by Dr. Leonard's to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of July 31, 1998 by and among Dr. Leonard's, Agent and such Lenders, 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 August 7, 1998, at Reel 1764, Frame 0669; and

WHEREAS, Dr. Leonard's has requested that Agent release its security interest in the Trademarks and reassign the same to Dr. Leonard's;

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

1. Agent hereby releases its security interest in all of Dr. Leonard'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) 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. Agent hereby reassigns, grants and conveys to Dr. Leonard's, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademarks, and the goodwill of Dr. Leonard's' business connected with the use of and symbolized by the Trademarks.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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 Agent

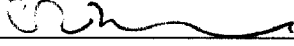
By: 
Name: Chester R. Zara
Title: Director

EXHIBIT A

U.S. TRADEMARK REGISTRATIONS

MARK

REGISTRATION NO.

Dr. Leonard's
Healthfest

1,818,850
1,851,768

U.S. TRADEMARK APPLICATIONS

The Longevity Center
The Research Journal for Health, Healing and Longevity

75/406434
75/406437