

08-20-2003

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



102530001

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): 8-11-03  
LaSalle Bank National Association

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

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

3. Nature of conveyance:
- Assignment
  - Security Agreement
  - Other Release of Security Interest
  - Merger
  - Change of Name

Execution Date: 07/23/2003

2. Name and address of receiving party(ies)  
Name: Met-RX Substrate Technology, Inc.

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 2112 Business Center Drive

City: Irvine State: CA Zip: 92612

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State California
- 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

TRADEMARK FEE PROCESS RECEIVED

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
See Schedule A

B. Trademark Registration No.(s) \_\_\_\_\_  
See Schedule A

Additional number(s) attached  Yes  No

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

Name: Tonyo Chapple

Internal Address: C/O CSC

Street Address: 50 State St.

City: Albany State: NY Zip: 12207

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.

James P. Murphy  
Name of Person Signing

James P. Murphy  
Signature

August 5, 2003  
Date

Total number of pages including cover sheet, attachments, and document: 4

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

08/20/2003 6TON11 00000019 2058523

01 FC:8521 40.00 OP  
02 FC:8522 400.00 OP

**TRADEMARK**  
**REEL: 002804 FRAME: 0337**

**SCHEDULE A**  
**REGISTRATIONS**

<b>MARK</b>	<b>REG. NO.</b>
MET-RX	2,058,523
MET-RX	2,169,788
METAMYOSYN	1,962,981
FOR THE BEST SHAPE OF YOUR LIFE	2,053,906
STRAZZBERRY	2,192,889
HY-GEAR	2,215,253
<b>APPLICATIONS</b>	
<b>MARK</b>	<b>SERIAL NO.</b>
ULTRAMYOSYN	75/014953
ENGINEERED NUTRITION	75/176624
THE MET-RX HYPOTHESIS	75/379916
SOURCE ONE	75/400624
MET-RX PLUS	75/419658
SUBSTRATE SOLUTIONS	75/431640
HARD C.O.R.P.S.	75/452588
CONCEPT NUTRITION	75/465687
ARTHRO HCP	75/475,081
O-R-S	75/475083
MOBILE MIX	75/515265

CHIDOC5/0963/601042 1 4/23/1999 8:24 AM

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of July 23, 2003 ("Effective Date") by and between Met-RX Substrate Technology, Inc. ("Grantor"), and LaSalle Bank National Association, formerly doing business as LaSalle National Bank ("Grantee").

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Collateral Assignment and Security Agreement, dated as of January 5, 1999, as amended and modified by and between Grantor and Grantee (the "Security Agreement"), Grantor pledged, assigned and granted to Grantee a continuing first priority security interest in and lien on and right of set-off against all of its right, title and interest in and to its Trademarks (as defined in the Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule A hereto (collectively, the "Trademarks") together with the goodwill associated therewith;

**WHEREAS**, Grantor and Grantee entered into the Security Agreement pursuant to the terms and conditions of that certain Credit Agreement, dated as of September 5, 1999, as amended and modified by and between Grantor and Grantee (the "Credit Agreement")

**WHEREAS**, the Security Agreement and subsequent filings in respect thereof were recorded with the United States Patent and Trademark Office ("PTO") at Reel 1894/Frame 0371 on April 30, 1999;

**AND WHEREAS**, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks.

If and to the extent Grantee has acquired any right, title or interest to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to Grantor.

Grantee shall take all further actions, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

**IN WHITTNESS WHEREOF**, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date and further declares that:

An agreement has been executed with respect to the release reported herein; and

LaSalle National Bank has a good faith intention to consummate the release of the security interest described herein.

**LaSalle Bank National Association, formerly doing business as  
LaSalle National Bank, as Administrative Agent**

By: Lisette Alamo

Name: Lisette Alamo

Title: Assistant Vice President

**SCHEDULE A**  
**REGISTRATIONS**

<b>MARK</b>	<b>REG. NO.</b>
MET-RX	2,058,523
MET-RX	2,169,788
METAMYOSYN	1,962,981
FOR THE BEST SHAPE OF YOUR LIFE	2,053,906
STRAZZBERRY	2,192,889
HY-GEAR	2,215,253
<b>APPLICATIONS</b>	
<b>MARK</b>	<b>SERIAL NO.</b>
ULTRAMYOSYN	75/014953
ENGINEERED NUTRITION	75/176624
THE MET-RX HYPOTHESIS	75/379916
SOURCE ONE	75/400624
MET-RX PLUS	75/419658
SUBSTRATE SOLUTIONS	75/431640
HARD C.O.R.P.S.	75/452588
CONCEPT NUTRITION	75/465687
ARTHRO HCP	75/475,081
O-R-S	75/475083
MOBILE MIX	75/515265

CHIDOC50963/601042 | 4/23/1999 8:24 AM