

08-20-2003

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): 8-11-03 JP Morgan Chase Bank, as Administrative Agent

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

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

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

Execution Date: 7/23/2003

2. Name and address of receiving party(ies) Name: NBTY, Inc.

Internal Address:

Street Address: 90 Orville Drive

City: New York State: NY Zip: 11716

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE SCHEDULE 6 ATTACHED HERETO.

B. Trademark Registration No.(s) SEE SCHEDULE 6 ATTACHED HERETO.

Additional number(s) attached Yes No

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

Name: Tonya Chappe Internal Address: CID CSC

Street Address: 80 State St.

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 1000.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. STON11 00000023 75049868

James P. Murphy 40.00 DP 100.00 DP Name of Person Signing

Signature: James P. Murphy

August 5, 2003 Date

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

08/20/2003 STON11 00000023 75049868 01 FC:8521 02 FC:8522

Refund Ref: 08/20/2003 STON11 0000130048

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

CHECK Refund Total: \$20.00

TRADEMARK REEL: 002804 FRAME: 0646

TRADEMARK AND TRADEMARK LICENSES

Trademark	Application No.	Registration No.	Registration Date	Owner
Vitamin World Vitamin World	75/049868 73/057169	2,036,955 1,035,168	2/11/1997 3/9/1976	Vitamin World, Inc.
Vitamin World & Design	75/009486	2,020,593	12/3/1996	Vitamin World, Inc.
Nature's Bounty	72/398245	963,384	7/10/1973	NBTY, Inc.
Puritan's Pride	73/278248	1,200,112	7/6/1982	NBTY, Inc.

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 NBTY, Inc., the other Grantors party to the Security Agreement (collectively, "Grantors"), and JPMorgan Chase Bank, which is the legal successor to The Chase Manhattan Bank ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement, dated as of September 23, 1997, as amended and modified by and between Grantors and Grantee (the "Security Agreement"), Grantors 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 6 hereto (collectively, the "Trademarks") together with the goodwill associated therewith;

WHEREAS, Grantors and Grantee entered into the Security Agreement pursuant to the terms and conditions of that certain Credit Agreement, dated as of September 23, 1997, as amended and modified by and between Grantors 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 1675/Frame 0217 on December 16, 1997;

AND WHEREAS, Grantors have 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 Grantors.

Grantee shall take all further actions, and provide to Grantors 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 Grantors to more fully and effectively effectuate the purposes of this Release.


IN WHITNESS 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;

JPMorgan Chase Bank is the legal successor to The Chase Manhattan Bank;

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

JPMorgan Chase Bank, as Administrative Agent

By: 
Name: William A. DeMilt, Jr.
Title: Vice President

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