

08-21-2003

8-21-03

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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):

NutraMax Holdings, Inc.

- 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
- Merger
- Change of Name

Execution Date: 02/02/01

2. Name and address of receiving party(ies)

Name: The CIT Group/Business Credit, Inc.

Internal

Address:

Street Address: 10 S. LaSalle St., Suite 2200

City: Chicago State: IL Zip: 60603

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

B. Trademark Registration No.(s) 1,266,817;  
1,641,718; 1,709,678

Additional number(s) attached  Yes  No

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

Name: The CIT Group/Business Credit, Inc.

Internal Address:

Return To 54352

National Corporate Research, LTD.

225 W. 34th St., Suite 910

New York, N.Y. 10122

(800) 221-0102 (212) 947-7200

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41)

\$ 900

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Erica Hansen

Name of Person Signing

Signature

08/18/03

Date

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

10

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

08/22/2003 6TOM1 00000054 1266817

01 FC:0521 40.00 OP  
02 FC:0522 50.00 OP

TRADEMARK  
REEL: 002805 FRAME: 0913

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of February 2, 2001 (this "Agreement"), is made by NutraMax Holdings, Inc., a Delaware corporation (the "Company"), in favor of The CIT Group/Business Credit, Inc., a New York corporation, as agent (in such capacity, the "Agent") for the Lenders referred to below.

### PRELIMINARY STATEMENTS:

1. The Company and certain of its affiliates, as borrowers (collectively, the "Borrowers"), the financial institutions party thereto, as lenders (collectively, the "Lenders"), and the Agent are parties to the Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), under which the Lenders have agreed, on certain terms and subject to certain conditions, to provide revolving and term credit facilities to the Borrowers.
2. Under the Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Borrowers, as grantors, and the Agent, the Company has granted the Agent a security interest in substantially all of its assets.
3. It is a condition precedent to the credit advances under the Credit Agreement that the Company execute this Agreement in favor of the Agent.

### AGREEMENT:

In consideration of the premises and the mutual agreements contained in this Agreement, the Company and the Agent agree as follows:

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined have the meanings assigned to such terms in the Credit Agreement.
2. Grant of Security Interest. To secure its Obligations under the Credit Agreement and the other Credit Documents, the Company mortgages and pledges to the Agent and grants the Agent a security interest in all of the Company's right, title and interest in, to and under (i) each trademark and service mark application and registration listed on the attached Exhibit A and each trademark license and service mark license listed on the attached Exhibit B, including, without limitation, all proceeds of such trademark and service mark applications and registrations and trademark licenses and service mark licenses (including, without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding to such trademark and service mark applications and registrations and trademark licenses and service mark licenses throughout the world and all renewals of such trademark and service mark applications and registrations and extensions of trademark licenses and service mark licenses (collectively, the "Trademarks") and (ii) the goodwill of the business connected with the use of, and symbolized by, each Trademark. Until an Event of Default occurs, the Company retains its rights in the Trademarks and may use and possess the Trademarks until such time.
3. Representations and Warranties. The Company represents and warrants that, as of the date of this Agreement, (i) the Trademarks listed on Exhibit A include all of the trademark and service mark applications and registrations now owned by the Company, (ii) the trademark licenses and service mark licenses listed on Exhibit B include all of the trademark licenses and service mark licenses under which the Company is the licensee or licensor and (iii) no Liens in such Trademarks have been granted by the Company to any Person or asserted by any Person against the Company except for Liens permitted under Section 8.1 of the Credit Agreement (it being understood that failure by the Company to own any trademark

listed on Exhibit A will not be a breach of this representation and warranty unless such breach has a materially adverse effect on the value of such assets taken as a whole).

4. **New Trademarks.** If, prior to the termination of this Agreement, the Company (i) obtains rights to any new Trademarks, (ii) becomes entitled to the benefit of any Trademarks, as licensee or licensor or (iii) enters into any new trademark license or service mark license, the provisions of Section 2 automatically apply thereto. The Company will give to the Agent written notice of events described in clauses (i)-(iii) above promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Company agrees that the Agent may modify this Agreement by amending Exhibit A or B to include any new Trademarks and may file with the United States Patent and Trademark Office or any equivalent office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Exhibit A or B thereto, as the case may be, for such new Trademarks.

5. **Remedies.** The Company and the Agent further acknowledge and affirm that the rights and remedies of the Agent after the occurrence of an Event of Default with respect to the assignment of and security interest in the Trademarks made and granted by this Agreement are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated in this Agreement by reference.

6. **Termination.** Following the termination of the Credit Agreement in accordance with its terms, upon the request (and at the expense) of the Company, the Trademarks and any and all financing statements filed on behalf of the Agent will be automatically reassigned to the Company or terminated, and the Agent will execute such instruments as may be reasonably requested to evidence such reassignment or termination in accordance with the terms set forth in the Credit Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

NUTRAMAX HOLDINGS, INC.

By: *[Signature]*  
Title: *CEO*

THE CIT GROUP/BUSINESS CREDIT, INC., as Agent

By: *[Signature]*  
Title: Vice President

STATE OF: MA )  
COUNTY OF: ESSEX )

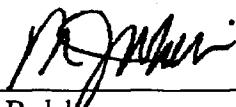
The foregoing Trademark Security Agreement was acknowledged before me this 30 day of January, 2001, by Dawn Larson, the C.F.O. of NutraMax Holdings, Inc., on behalf of such corporation.

Dorinda L. DiStasio  
Notary Public

My commission expires: Jan. 5, 2007

State of Illinois )  
 ) SS  
 County of Cook )

The foregoing Trademark Security Agreement was acknowledged before me this 2<sup>nd</sup> day of February, 2001, by Jerome P. Sepich, the Vice President of The CIT Group/Business Credit, Inc., on behalf of such association.



\_\_\_\_\_  
 Notary Public

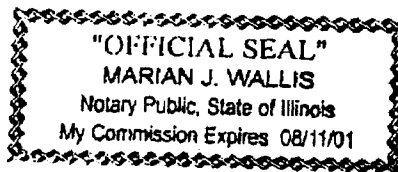


EXHIBIT A  
Registered Trademarks

NutraMax Holdings, Inc.

<b>Trademarks</b>	<b>Registration Number</b>
SWEET 'N FRESH	1,266,817
FRESH 'N EASY	1,641,718
PURE & GENTLE	1,709,678

**EXHIBIT B**  
**Trademarks Pending**

None.



EXHIBIT C  
Trademark Licenses; Service Mark Licenses

None.