

08-20-2003

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



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

102652956

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: Nutrition Warehouse Internal Address: Acquisition Corp.

Street Address: 4 MetroTech Center, 5th Floor City: Brooklyn State: NY Zip: 11245

- 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

TRADEMARK FEE PROCESS RECEIVED 2003 AUG 11 A 10:13

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 Chapple Internal Address: CLO CSC

Street Address: 80 State St.

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$415.00

- 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

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 00000022 2175690

01 FC:0521 40.00 OP 02 FC:0522 375.00 OP

TRADEMARK AND TRADEMARK LICENSES

Trademark	Jurisdiction	Serial No. Registration No.	Owner
LIFE'S GREEN	USA	2,175,690	NBTY, Inc.
BIO-NUTRITIONAL FORMULAS	USA	1,561,658	NBTY, Inc.
PRO-SANOA	USA	1,854,015	NBTY, Inc.
X32	USA	1,785,015	NBTY, Inc.
OSTEO-GEST	USA	1,941,744	NBTY, Inc.
RADICAL RAIDERS	USA	2,083,017	NBTY, Inc.
SUPER SNOOZE	USA	2,141,741	NBTY, Inc.
EYE-GUARD	USA	2,044,410	NBTY, Inc.
MEGA-VITES "75"	USA	2,093,224	NBTY, Inc.
PROSTA-METTO	USA	2,021,954	NBTY, Inc.
FIBER FORCE-6	USA	2,008,317	NBTY, Inc.
02 THE MAX & De- sign	USA	1,796,747	NBTY, Inc.
NUTRITION WAREHOUSE (Ser- vice Mark)	USA	1,844,928	NBTY, Inc.
NUTRITION WAREHOUSE (Trademark)	USA	75/851,649 2,508,728	NBTY, Inc.
NUTRITION WAREHOUSE	USA	S-13708	NBTY, Inc.
NUTRITION WAREHOUSE	Canada	1,024,880	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. ("Grantor"), 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 Assumption Agreement dated as of January 1, 2000 (the "Assumption Agreement"), pursuant to which Nutrition Warehouse Acquisition Corp., Nutrition Warehouse, Inc. and NW Realty LLC (collectively, the "Subsidiaries") became party to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of April 16, 1999, as amended and modified by and between Grantor and Grantee (the "Security Agreement"), the Subsidiaries 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, Grantor and Grantee entered into the Security Agreement pursuant to the terms and conditions of that certain Amended and Restated Credit Agreement, dated as of April 16, 1999, as amended and modified by and between Grantor and Grantee (the "Credit Agreement")

WHEREAS, the Assumption Agreement and subsequent filings in respect thereof were recorded with the United States Patent and Trademark Office ("PTO") at Reel 001907/Frame 0101 on June 9, 1999;

WHEREAS, the Subsidiaries subsequently assigned the Trademarks to the Grantor.

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 (including, without limitation, the Assumption Agreement), and hereby terminates, cancels, repledges, 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 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 sucesor 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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