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

RECOR TR



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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):

General Nutrition Investment Company

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: 12/5/2003

2. Name and address of receiving party(ies)

Name: Lehman Commercial Paper Inc., as Administrative Agent

Internal Address:

Street Address: 745 Seventh Avenue, 8th Floor

City: New York State: NY Zip: 10019

- 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
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached Schedule 1

B. Trademark Registration No.(s) See attached Schedule 1

Additional number(s) attached Yes No

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

Name: Rosalind Rodburg

Internal Address:

Street Address: Latham & Watkins

885 3rd Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

164

7. Total fee (37 CFR 3.41) \$ 4,115.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Rosalind Rodburg

Name of Person Signing

Rosalind Rodburg Signature

12/29/03 Date

Total number of pages including cover sheet, attachments, and document: 14

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



12-30-2003

U.S. Patent & TMO/TM Mail Rept Dt. #66

TRADEMARK REEL: 002894 FRAME: 0022

01/16/2004 ECODPER 00000093 2122339 40.00 UP 4075.00 OP

Schedule 1

TRADEMARKS.

General Nutrition Investment Company, an Arizona corporation, owns the following United States trademarks:

Reg. No./ Appln. No.	Status	Trademark
2,122,939	Registration	Alive Journey to Total Health
2,103,800	Registration	Alive Total Wellness Program & Design
2,122,266	Registration	Antioxidant Advantage
2,513,023	Registration	Arginine Uptake
2,133,282	Registration	Athletic Advantage
2,409,564	Registration	Basic Nutrition
1,124,835	Registration	Big 100
2,148,334	Registration	Bio Multiple
2,034,414	Registration	Bio-Remedy
2,136,226	Registration	Body Rover
2,701,306	Registration	Brain Teaser
2,376,043	Registration	Calcibite
2,550,313	Registration	Calcimate
1,432,670	Registration	Calcium Complete
2,150,578	Registration	Calcium Plus
2,358,638	Registration	Carcinex
2,358,639	Registration	Cardiomega
2,705,359	Registration	Carribbean Blast
2,221,005	Registration	Carticin
2,090,712	Registration	Cell Protector
2,285,119	Registration	Challenge
2,698,613	Registration	Cherry Baby
2,279,375	Registration	Chloragel
2,288,892	Registration	Chloraseal
2,287,845	Registration	Circuform
2,179,655	Registration	Clear Advantage
2,523,375	Registration	Cognita
2,602,667	Registration	CreaDrive
2,166,615	Registration	Creatine Plus
2,304,063	Registration	Creatine Plus Transport
2,586,514	Registration	Distance
2,217,933	Registration	Effect
2,162,743	Registration	Egg White Supreme
2,208,204	Registration	Energel
2,297,987	Registration	Energum
2,116,924	Registration	Energy Complete
2,366,981	Registration	Enertherm
2,336,792	Registration	Eyegold
2,301,885	Registration	Fast Cal 500
2,297,938	Registration	Fema B-Complex
2,111,298	Registration	Food for Thought
2,402,540	Registration	Ginsa Gold

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2,127,863	Registration	Ginsagel
2,180,647	Registration	GNC
2,117,280	Registration	GNC Gold Card Design
2,187,956	Registration	GNC Live Well
2,187,955	Registration	GNC Live Well
2,192,423	Registration	GNC Live Well
1,786,007	Registration	GNC-General Nutrition Centers
2,092,084	Registration	GNC-General Nutrition Centers-Live Well
2,269,803	Registration	Goldminds
2,705,358	Registration	Hear Me Roar
2,004,480	Registration	Herbal Plus
2,297,986	Registration	Herbal Rush
2,124,430	Registration	Hydrastagel
2,705,360	Registration	Immunator
2,437,459	Registration	Ipribone
2,181,487	Registration	Ironchel
2,712,051	Registration	Island Berries
2,705,357	Registration	Joint Effect
2,127,864	Registration	Kavagel
2,358,697	Registration	Lacticlear
2,203,328	Registration	Lecithin Plus
2,681,836	Registration	Lover's Lane
2,404,827	Registration	Maca Man
2,705,356	Registration	Maca Rocket
2,254,445	Registration	MediTea
2,163,971	Registration	Mega Men
2,352,700	Registration	Mega Teen
2,336,770	Registration	Memorall
2,505,475	Registration	Motile Man
2,015,803	Registration	Multi Ginseng
2,153,736	Registration	Multi-Mega Minerals
2,373,752	Registration	Multibite
2,341,918	Registration	Natural Solutions
2,184,394	Registration	Nature's Fingerprint
2,356,282	Registration	Neurocite
1,264,669	Registration	Nourishair
2,184,573	Registration	Nutrigest
2,414,514	Registration	Omegasorb
2,360,394	Registration	Optidrene
2,166,419	Registration	Orchard Blends
2,202,278	Registration	Osteosure
2,347,663	Registration	Para Essentials
2,371,703	Registration	ParaSolve
2,214,615	Registration	Parthenogel
2,681,837	Registration	Peanut Butter Surprise
2,088,384	Registration	Phosphamass
2,095,653	Registration	Phytonutramin
2,370,151	Registration	Platinum Years
2,712,052	Registration	Popular Vote
1,815,531	Registration	Preventive Nutrition
1,836,536	Registration	Preventive Nutrition (Design)
756,715	Registration	Preventron

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2,318,352	Registration	Prima-C
2,303,868	Registration	Pro Chrome
1,562,974	Registration	Pro Performance
2,127,798	Registration	Pro Stuff
2,129,464	Registration	PRO-RX
2,336,771	Registration	Prosta-Cern
2,350,859	Registration	Pyrudyl
2,202,178	Registration	Ratio
2,171,770	Registration	Scentmaster
2,415,023	Registration	Smart Herbs
1,115,935	Registration	Solotron
2,319,863	Registration	Solutine
2,299,029	Registration	Soy Complete
2,086,493	Registration	Soy Solution
2,175,752	Registration	Special Forces
2,217,361	Registration	Sports Kids
2,411,213	Registration	Suprazina
2,166,560	Registration	System LF
2,388,411	Registration	TeenCal
2,386,506	Registration	Thyrobolic
2,313,801	Registration	TMG Complete
2,168,582	Registration	Training Phases
2,363,003	Registration	Trans-Neuro
2,312,564	Registration	Tribuliver
2,102,125	Registration	Ultimate Garlic
2,153,738	Registration	Ultra Chromium Picolinate
2,090,037	Registration	Ultra Colon System
2,208,203	Registration	Ultra E
1,131,604	Registration	Ultra Mega
2,343,577	Registration	Ultra Saw Palmetto Formula
2,325,950	Registration	Ultra Zinc Lozenge
2,124,429	Registration	Valeragel
2,414,082	Registration	Vena-Clear Plus
2,376,054	Registration	VenaClear
2,478,855	Registration	Vita Rush
2,233,013	Registration	Vital Edge
2,230,515	Registration	Womansport
2,173,983	Registration	X-Phedra
76/472,103	Application	Cell Blast
76/542,672	Application	Citraplete
76/186,155	Application	Delinea
76/541,148	Application	Fast Flex
75/704,399	Application	GNC LIVE WELL
76/541,300	Application	Heart Advance
76/472,102	Application	Nitro-Blast
75/520,245	Application	Pro Performance Laboratories
76/454,582	Application	Solo Day
75/506,721	Application	Value Nutrition
76/541,149	Application	Vascularbetics
2,401,002	Registration	Aquatone
2,390,499	Registration	Boneplex
2,398,715	Registration	CardioFlow

100

146

2,404,874	Registration	Cellsure
2,394,356	Registration	Cholvex
2,447,051	Registration	Inspired by Life. Created by Science
2,400,961	Registration	LiverPro
2,392,327	Registration	Migraplex
2,411,381	Registration	Moodplex
2,398,718	Registration	MSM Plex
2,402,916	Registration	Neurosyn
2,518,097	Registration	Pharmassure
2,398,717	Registration	PMS Plex
2,528,054	Registration	PreNatal Companion
2,390,498	Registration	Prostamen
2,390,497	Registration	Resistance Plus
2,398,719	Registration	Sulfurplex
2,404,879	Registration	Thermosyn
2,398,716	Registration	Thyroplex
2,394,323	Registration	Variclear
2,541,579	Registration	Vigorplex

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 5, 2003 (as amended, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, General Nutrition Centers Holding Company, a Delaware corporation, and General Nutrition Centers, Inc., a Delaware corporation, have entered into a Credit Agreement, dated as of December 5, 2003 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, Lehman Commercial Paper, Inc., as administrative agent, Lehman Brothers, Inc. and J.P. Morgan Securities Inc., as joint lead arrangers and joint book runners and JPMorgan Chase Bank as syndication agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of December 5, 2003, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have assigned and transferred to the Administrative Agent, and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to certain Property, including, without limitation, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement with respect to certain of its Intellectual Property in order to record the security interests granted therein with the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and to induce the Arrangers (as defined in the Guarantee and Collateral Agreement), the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

Grant of Security. Each Grantor hereby assigns and transfers to the Administrative Agent, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all United States and foreign patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, and all certificates of invention or similar property rights (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act), and all works of authorship and other intellectual property rights therein, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets"); and

(e) (i) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), Trade Secret Licenses (as defined in the Guaranty and Collateral Agreement), Patent Licenses (as defined in the Guaranty and Collateral Agreement), and Copyright Licenses (as defined in the Guaranty and Collateral Agreement), in each case, to the extent Grantor is not the granting party, including, without limitation, any of the foregoing identified in Schedule 1, and (ii) all rights to sue at law or in equity for any past, present and future infringement or impairment thereof, including the right to receive all proceeds and damages therefrom.

Excluded Assets. Notwithstanding anything to the contrary in this Intellectual Property Security Agreement, none of the Excluded Assets (as defined in the Guarantee and Collateral Agreement) shall constitute Intellectual Property Collateral.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

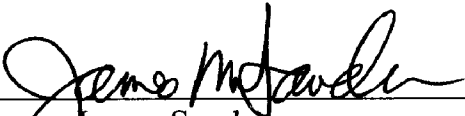
Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GENERAL NUTRITION INVESTMENT
COMPANY

By:  _____
Name: James Sander
Title: Senior Vice President and Secretary

State of California }
 } ss.
County of Los Angeles }

On DECEMBER 5, 2003, before me, LISA L. FRAZIER, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JAMES M. SANDER,
Name(s) of Signer(s)

~~personally known to me~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lisa L. Frazier
Signature of Notary Public



Schedule 1

TRADEMARKS.

General Nutrition Investment Company, an Arizona corporation, owns the following United States trademarks:

Reg. No./ Appln. No.	Status	Trademark
2,122,939	Registration	Alive Journey to Total Health
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2,343,577	Registration	Ultra Saw Palmetto Formula
2,325,950	Registration	Ultra Zinc Lozenge
2,124,429	Registration	Valeragel
2,414,082	Registration	Vena-Clear Plus
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2,233,013	Registration	Vital Edge
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2,173,983	Registration	X-Phedra
76/472,103	Application	Cell Blast
76/542,672	Application	Citraplete
76/186,155	Application	Delinea
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75/520,245	Application	Pro Performance Laboratories
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