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Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office				
RECORDATION FORM COVER SHEET TRADEMARKS ONLY					
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.					
1. Name of conveying party(les): Wyeth	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No				
Individual(s) Association General Partnership Limited Partnership Corporation- State: Dolaware Other Citizenship (see guidelines) Additional names of conveying parties attached? Yes No. 3. Nature of conveyance)/Execution Date(s): Execution Date(s) Feb. 17, 2006 ✓ Assignment Merger General Partnership Merger Change of Name Other	Name; Solger, Inc. Internal Address: Legal Dept. Street Address: 90 Orville Drive City; Bohemia State: New York Country; USA Zip: 11716 Association Citizenship General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Delaware Other Citizenship 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)				
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) 78362175					
C. Identification or Description of Trademark(s) (and Filing 100% VEGAN & design	Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):				
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Irone B. Fisher, General Counsel	6. Total number of applications and registrations involved:				
Internal Address: Legal Dept.	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$				
Street Address: .90 Orville Drivo	Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed				
City: <u>Bohemia</u>	8. Payment Information:				
State: New York Zip: 11716-2510 Phone Number: 631-218-7327 Fax Number: 631-218-7344	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number 502153				
9. Signature: Signature	Authorized User Name <u>Irone B. Fisher, Esq.</u> Ma(n/n) 7, 200(p. Date				
Irone B. Flsher, Esq. Name of Person Signing	Total number of pages including cover sheet, attachments, and document:				

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003270 FRAME: 0753

TRADEMARK ASSIGNMENT

On this 11h day of 12006, (this "Assignment") between Wyeth, a Delaware corporation, having offices at Five Giralda Farms, Madison, New Jersey 07940 ("Assignor") and Solgar, Inc., a Delaware corporation, with its principal place of business at 90 Orville Drive, Bohemia, New York 11716, ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in that certain Purchase Agreement dated as of August 1, 2005 by and among Assigner and Assignee.

Assignor is the owner of the entire rights, titles and interests in and to Trademark Application No. 78/362175 for 100% VEGAN and Design in International Class 5, filed on July 7, 2003 (hereinafter the "Trademark") in the United States of America (the "Territory"), including the goodwill associated therewith.

Assignee desires to acquire Assignor's entire rights, title and interest in and to the Trademark, and;

Assignor makes this Assignment pursuant to the Purchase Agreement under which Assignce purchased certain Assets (as defined therein) from Assignor, including but not limited to the Trademark referred herein and the product therefore.

NOW, THEREFORE, for the good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all rights, titles and interests in the United States as of the date indicated in the appearance, in and to the Trademark, together with the goodwill of the business symbolized by said Trademark.
- 2. Assignor will, from time to time, at the request of Assignee, execute and deliver, or cause its Affiliates to execute and deliver, such other instruments of conveyance and transfer and take such other actions as Assignee may reasonably request, in order to more effectively consummate the transactions contemplated hereby and to vest in Assignee good and marketable title to the Trademark.
- 3. Assignor in this act provides the titles according to law and represents and warrants that the Trademark application being transferred is valid, subsisting and in full force and effect and that, to Assignor's knowledge, there exist no liabilities or encumbrances to such trademark application.
- Assignor declares that it has neither registered nor pending in the United States any other trademark identical or confusingly similar to the Trademark transferred by this Assignment.

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- 5. If Assignce elects to record this Assignment or any other document or transfer, Assignce shall bear the costs and fees associated with said registrations, but Assignor shall provide timely cooperation to Assignce as reasonably necessary.
- 6. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the including warranties, provisions, covenants, agreements, representations, or in generally any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignce set forth in the Purchase Agreement, nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement, including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.
- 7. This Assignment shall in all respects be construed in accordance with and governed by the substantive laws of the United States.
- 8. This Assignment may be executed in any number of counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

ASSIGNOR	<u>t</u>	ASSIGN	EE
WYETH		SOLGAI	RINC. 1 1 00 0
Ву:	Bred Pour	Ву:	Wilow Read
Name: Bro	et I Parker	Name:	Michael C. Slade
Title: Ass	sistant Secretary	Title:	Secretary
Date: Fel:	oruary <u>7</u> , 2006	Date:	February 17 2006

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