



## TRADEMARK ASSIGNMENT

On this 17<sup>th</sup> day of February, 2006, (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 Assignor 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 Assignee 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.
4. 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.

5. If Assignee elects to record this Assignment or any other document or transfer, Assignee shall bear the costs and fees associated with said registrations, but Assignor shall provide timely cooperation to Assignee 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 provisions, including warranties, covenants, agreements, conditions, representations, or in generally any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee 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**

WYETH

By: Bret I Parker

Name: Bret I Parker

Title: Assistant Secretary

Date: February 7, 2006**ASSIGNEE**

SOLGAR, INC.

By: Michael C. SladeName: Michael C. SladeTitle: SecretaryDate: February 17, 2006