

01-30-2006



RECORD
TRADEMARKS ONLY

103167670

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(ies):

UBS AG, Stamford Branch, as Collateral Agent

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Banking Institution
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 12, 2006

- Assignment
- Security Agreement
- Other Agreement
- Merger
- Change of Name

Release and Re-Assignment of Trademark Security

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Atkins Nutritionals, Inc.

Internal Address: Suite N109

Street Address: 105 Maxes Road

City: Melville

State: NY

Country: USA Zip: 11747

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Exhibit A to the attached Release and Re-Assignment of Trademarks

B. Trademark Registration No.(s)

See Exhibit A to the attached Release and Re-Assignment of Trademarks

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Exhibit A to the attached Release and Re-Assignment of Trademarks

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

Name: Jacqueline Granados, Esq.

Internal Address: Bingham McCutchen LLP

Street Address: 399 Park Avenue

City: New York

State: NY Zip: 10022

Phone Number: (212) 705-7000

Fax Number: (212) 752-5378

Email Address: jacqueline.granados@bingham.com

6. Total number of applications and registrations involved:

30

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 765.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jacqueline Granados
Signature

1/25/2006

Date

Jacqueline Granados, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

01/27/2006 BYRNE 00000041 2700482

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

01 FC:8521
02 FC:8522

Exhibit A

**Atkins Nutritionals, Inc.
Trademark Registrations and Trademark Applications**

Trademark Registrations:

| Mark | Registration/ (Serial No.) | Registration/ (Filed Date) |
|------------------------------|---------------------------------------|---------------------------------------|
| ATKINS DIRECT | 2,708,482 | April 22, 2003 |
| A ATKINS and Design | 2,689,975 | February 25, 2003 |
| ATKINS | 2,689,974 | February 25, 2003 |
| ATKINS | 2,708,481 | April 22, 2003 |
| ATKINS | 2,699,457 | March 25, 2003 |
| ARTHRI-JOINT | 2,253,675 | June 15, 1999 |
| ATKINS DIET ADVANTAGE BAR | 2,437,823 | March 27, 2001 |
| A BASIC #3 and Design | 2,411,688 | December 12, 2000 |
| DR. ATKINS | 2,436,113 | March 20, 2001 |
| ATKINS DIET | 2,434,476 | March 13, 2001 |

Trademark Application:

| Mark | Application Number | Application Date |
|---|---------------------------|-------------------------|
| THE ORIGINAL LOW CARB LIFESTYLE | 76/504,609 | April 8, 2003 |
| ATKINS ADVANTAGE and Design ¹ | 76/504,608 | April 08, 2003 |
| NET CARBS NET CARBS 2G and Design | 76/505,090 | April 09, 2003 |
| NET CARBS NET CARBS 2G and Design ² | 76/504,621 | April 08, 2003 |
| THE ORIGINAL LOW CARB LIFESTYLE ³ | 76/504,350 | April 08, 2003 |
| ATKINS AT HOME | 76/401,433 | April 29, 2002 |
| A ATKINS ENDULGE and Design ⁴ | 76/225,471 | March 16,2001 |
| BASIC #3 ⁵ | 76/515,951 | March 24, 2003 |
| ATKINS AM CLEANSE ⁶ | 76/514,900 | March 24, 2003 |
| <u>Trademark Security Agreement Supplement</u> <u>dated as of October 31, 2004</u> | | |
| ATKINS MORNING START | 78/408,508 | April 27, 2004 |
| ATKINS NET COUNT | 78/437,724 | June 18, 2004 |

¹ Listed as an Application on Schedule 1 to Trademark Security Agreement dated October 29, 2003. Trademark currently has Registration No. 2918447, registered on January 18, 2005.

² Listed as an Application on Schedule 1 to Trademark Security Agreement dated October 29, 2003. Trademark currently has Registration No. 2905655, registered on November 30, 2004.

³ Listed as an Application on Schedule 1 to Trademark Security Agreement dated October 29, 2003. Trademark currently has Registration No. 2912139, registered on December 21, 2004.

⁴ Listed as an Application on Schedule 1 to Trademark Security Agreement dated October 29, 2003. Trademark currently has Registration No. 2828890, registered on November 14, 2003.

⁵ Listed as an Application on Schedule 1 to Trademark Security Agreement dated October 29, 2003. Trademark currently has Registration No. 2816938, registered on February 24, 2004.

⁶ Listed as an Application on Schedule 1 to Trademark Security Agreement dated October 29, 2003. Trademark currently has Registration No. 2967774, registered on July 12, 2005.

| Mark | Application Number | Application Date |
|--|---------------------------|-------------------------|
| ATKINS CAN HELP | 78/408,019 | April 26, 2004 |
| A ATKINS QUICK CUISINE and Design ⁷ | 76/563,972 | December 8, 2003 |
| ATKINS MORNING START | 78/408,076 | April 26, 2004 |
| THE ORIGINAL CONTROLLED CARB LIFESTYLE | 78/398,830 | April 8, 2004 |
| CHOLESTEROL CLEAR ⁸ | 76/564,539 | December 10, 2003 |
| <u>Trademark Security Agreement Supplement</u> <u>dated as of June 27, 2005</u> | | |
| NET ATKINS COUNT | 78/509,748 | November 2, 2004 |
| NET COUNT | 78/509,724 | November 2, 2004 |
| ATKINS ADVANTAGE | 78/620,112 | April 29, 2005 |
| ATKINS ENDULGE | 78/620,073 | April 29, 2005 |

⁷ Also listed on Schedule I to Trademark Security Agreement Supplement dated June 5, 2004.

⁸ Also listed on Schedule I to Trademark Security Agreement Supplement dated June 5, 2004.

RELEASE AND RE-ASSIGNMENT OF TRADEMARKS

RELEASE AND RE-ASSIGNMENT OF TRADEMARKS, dated as of January 12, 2006, by UBS AG, Stamford Branch, as Collateral Agent (the "Collateral Agent") pursuant to a Security Agreement dated as of October 29, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions therein, the "Security Agreement"), by and among Atkins Nutritionals, Inc. (the "Borrower") and the Collateral Agent. Unless otherwise defined herein, terms defined in the Trademark Agreement and used herein shall have the meaning given to them in the Trademark Agreement (as defined below).

WHEREAS, Borrower and Collateral Agent entered into a Trademark Security Agreement dated as of October 29, 2003, as supplemented by Trademark Security Agreement Supplements dated as of June 5 2004, October 31, 2004, and June 27, 2005 and filed with the United States Patent and Trademark Office (as amended and in effect from time to time, collectively the "Trademark Agreement"), for the purpose of securing certain obligations of the Borrower to the Collateral Agent;

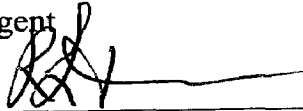
WHEREAS, pursuant to the Trademark Agreement, Borrower assigned to the Collateral Agent, as security for the Borrowers' obligations under the Security Agreement, all of the Trademarks (as defined in the Trademark Agreement), including without limitation the Trademarks identified on Exhibit A attached hereto, all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (collectively the "Trademark Collateral"); and

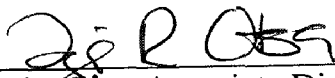
WHEREAS, the Collateral Agent has agreed to terminate and release its lien and security interest and all of its right, title and interest in, and to re-assign and re-convey the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

The Collateral Agent hereby terminates and releases its lien and security interest and all of its right, title and interest in and re-assigns and re-conveys the Trademark Collateral, without recourse, effective as of the date set forth above.

UBS AG, Stamford Branch,
as Collateral Agent

By: 
Title: Richard L. Tavrow, Director
Banking Products Services, US

By: 
Title: Irja R. Ota, Associate Director
Banking Products Services, US

Accepted:

Atkins Nutritionals, Inc.

By: _____

Title: _____


CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT)

)

COUNTY OF FAIRFIELD)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 12th day of January, 2006, personally appeared **Richard L. Tavrow and Irja R. Otsa** to me known personally, and who, being by me duly sworn, deposes and says that they are respectively Director and Associate Director of UBS AG, Stamford Branch, and said officers acknowledged said instrument to be the free act and deed of said bank.


Denise Conzo, Notary Public
My Commission Expires: 6/30/08

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this _____ day of January, 2006, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that s/he is a _____ of Atkins Nutritionals, Inc., and said officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires: