Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, NA		07/11/2006	National Banking Association:

RECEIVING PARTY DATA

Name:	Vitamin Shoppe Industries Inc.	
Street Address:	2101 91st Street	
City:	North Bergen	
State/Country:	NEW JERSEY	
Postal Code:	07047	
Entity Type:	CORPORATION: NEW YORK	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78709840	OPTI-GLO

CORRESPONDENCE DATA

Fax Number: (212)446-4900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-446-4800

Email: hsmith@kirkland.com

Correspondent Name: Hayley Smith, Kirkland & Ellis LLP

Address Line 1: 153 East 53rd Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	VITAMIN SHOPPE RELEASE
NAME OF SUBMITTER:	Hayley Smith, Sr. Legal Assistant
Signature:	//Hayley Smith//
Date:	07/17/2006

TRADEMARK REEL: 003349 FRAME: 0466

900053392

Total Attachments: 4 source=Vitamin Shoppe Release#page1.tif source=Vitamin Shoppe Release#page2.tif source=Vitamin Shoppe Release#page3.tif source=Vitamin Shoppe Release#page4.tif

> TRADEMARK REEL: 003349 FRAME: 0467

RELEASE OF SECURITY INTEREST IN TRADEMARK APPLICATION

KNOW ALL MEN BY THESE PRESENTS, that WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent ("Pledgee"), with an office at 1133 Avenue of the Americas, New York, New York 10036, DOES HEREBY CERTIFY that the security interest and lien it holds in the trademark application of VITAMIN SHOPPE INDUSTRIES INC., a New York corporation ("Pledgor"), with an office at 2101 91st Street, North Bergen, New Jersey 07047, identified on Exhibit A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby (the "Specified Collateral"), which was granted to Pledgee pursuant to the Loan and Security Agreement, dated November 15, 2005, by and among Pledgor, certain of its affiliates, Pledgee and the parties thereto as lenders (as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and the Trademark Security Agreement, dated November 15, 2005, by and between Pledgee and Pledgor, recorded in the United States Patent and Trademark Office on November 18, 2005 on Reel 003197, Frame 0089 (as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement"), is hereby released and any and all other interests in the Specified Collateral previously assigned to Pledgee under the Loan Agreement and the Trademark Security Agreement are hereby reassigned to Pledgor, without recourse or representation or warranty, express or implied, of any kind.

Notwithstanding anything to the contrary contained herein, Pledgee does not release from its security interest and lien any Collateral other than the Specified Collateral, all of which shall continue in full force and effect. The release of Pledgee's security interest in and lien upon the Specified Collateral shall not be construed to evidence or reflect the payment or satisfaction of any of the indebtedness or other obligations of Pledger or any of its affiliates to Pledgee and Lenders and is without prejudice to the rights of Pledgee and Lenders to collect any such indebtedness or other obligations from Pledgor and/or from any other persons or entities obligated thereon and/or from any and all other Collateral granted to or held by Pledgee, in each case pursuant to the Loan Agreement, the Trademark Security Agreement or any of the other Financing Agreements.

Capitalized terms used herein and not defined shall have the meanings assigned thereto in the Loan Agreement.

701650.2

TRADEMARK REEL: 003349 FRAME: 0468 IN WITNESS WHEREOF, Pledgee has caused this Release of Security Interest in Trademark Application to be executed by its duly authorized officer as of the 1 day of July, 2006.

WACHOYIA BANK, NATIONAL ASSOCIATION,

Vice brindent

as Agent

Title:

701650.2

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the day of July, 2006 before me personally came James O'Convect, to me known, who being by me duly sworn, did depose and say, that he/she is Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Agent, and that the foregoing instrument was signed on its behalf by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the free act and deed of said national banking association.

Notary Public

MICHELE LUCARELLI
NOTARY PUBLIC, State of New York
No. 01LU2417550
Qualified in Suffolk County
Commission Expires June 30, 19 2 2

701650.2

EXHIBIT A

Trademark Application

Mark	Status	Application No.	Application Date
OPTI-GLO	Pending	78/709,840	September 9, 2005

701650.2

RECORDED: 07/17/2006

TRADEMARK REEL: 003349 FRAME: 0471