

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Agent		08/28/2006	Association:
RECEIVING PARTY DATA			
Name:	Elan Nutrition, Inc.		
Street Address:	4490-44th Street SE		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49512		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2933708	NUTRA-CRÉME	
Serial Number:	76487474	NUTRA-GLACÉ	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	366522		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		

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REEL: 003385 FRAME: 0742

Date:

09/05/2006

Total Attachments: 4

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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(ies)/Execution Date(s): PNC Bank, National Association, as Agent <input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other: _____ Citizenship (see guidelines) <u>USA</u> Execution Date(s) <u>08/28/2006</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>Elan Nutrition, Inc.</u> Internal Address: _____ Street Address: <u>4490- 44th Street SE</u> City: <u>Grand Rapids</u> State: <u>Michigan</u> Country: <u>USA</u> Zip: <u>49512</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other <input type="checkbox"/> Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Interest in Trademarks</u>		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) <u>76487474</u> B. Trademark Registration No.(s) <u>2933708</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)			
5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Helen M. Linehan</u> Internal Address: <u>Otterbourg, Steindler, Houston & Rosen, P.C.</u> Street Address: <u>230 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10169</u> Phone Number: <u>212-661-9100 X 890</u> Fax Number: <u>917-368-7111</u> Email Address: <u>hlinehan@qshr.com</u>		6. Total number of applications and registrations involved: <u>2</u> 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00 <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name: _____	
9. Signature: <u>Helen M. Linehan</u> Signature Helen M. Linehan Name of Person Signing		Date <u>8/31/06</u> Total number of pages including cover sheet, attachments, and document. <u>4</u>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Elan Nutrition, Inc., a Delaware corporation ("Debtor"), with its principal place of business at 74490 44th St. SE, Grand Rapids, Michigan 49512 granted a security interest in and lien upon certain trademarks, trademark applications and related rights to PNC Bank, National Association, as Agent ("Secured Party") as set forth in the Trademark Security Agreement, dated as of November 20, 2003, by Debtor in favor of Secured Party (the "Trademark Security Agreement");

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 10, 2003 at Reel 2761, Frame 0569;

WHEREAS, Debtor has requested that Secured Party release and reassign its interest in the trademarks and trademark applications more fully identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. releases and reassigns to Debtor any and all liens, security interests, right, title and interest of Secured Party pursuant to the Trademark Security Agreement in the trademarks and trademark applications more fully identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind;
2. agrees that any power of attorney or similar rights granted by Debtor to Secured Party pursuant to or in connection with the Trademark Security Agreement is terminated; and
3. authorizes and requests that the Patent and Trademark Office note and record the existence of the release hereby given.

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer this 28 day of August, 2006.

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: Albert E. Partridge III
Name: Albert E. Partridge III
Title: Vice President

STATE OF NC)
) ss.:
COUNTY OF Mitchellburg

On the 28 day of August 2006, before me personally came Albert Partridge, to me known, who being by me duly sworn, did depose and say, that he/she is the Vice President of PNC Bank, National Association and that the foregoing instrument was signed on behalf of such corporation by order of said entity.

Stephanie Oltadigan

Notary Public

My commission expires: Aug. 22, 2010

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS
LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

Mark	Application No.	Registration No.	Registration Date
NUTRA-GLACÉ	76487474		
NUTRA-CRÈME	76493140	2933708	3/15/2005

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