

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Schiff Nutrition International, Inc.		08/18/2009	CORPORATION:
Schiff Nutrition Group, Inc.		08/18/2009	CORPORATION:

**RECEIVING PARTY DATA**

Name:	U.S. Bank National Association
Street Address:	170 South Main Street
Internal Address:	6th Floor
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84101
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	3432038	ADVANTAGE OF 4
Registration Number:	2551747	ENZYMALL
Registration Number:	1469926	FI-BAR
Registration Number:	3635376	FLEXCARE
Registration Number:	2811575	IMMUNASSURE
Registration Number:	3632376	INFINI-D
Registration Number:	3275900	JOINT FLUID MEGA-POTENT HYALURONIC ACID
Registration Number:	2756441	JOINT FREE
Registration Number:	2080045	KNOCK OUT
Registration Number:	3006932	KULA
Registration Number:	3033689	LUBRIFLEX3
Registration Number:	3209491	LUBRIFLEX3

OP \$640.00 3432038

**900141510**

**TRADEMARK  
 REEL: 004050 FRAME: 0678**

Registration Number:	3489293	MEGARED
Registration Number:	2412935	MOVE FREE
Registration Number:	3275783	PAIN FREE
Registration Number:	2299138	PAIN-FREE HP
Registration Number:	2225004	SCHIFF
Registration Number:	3468466	SCHIFF 70 OVER 70 YEARS OF GUARANTEED QUALITY
Registration Number:	1054621	SELENE-E
Registration Number:	2551748	SUPER ENZYMALL
Registration Number:	3618588	SURE DISSOLVE
Registration Number:	2945443	TIGER'S MILK
Registration Number:	3043818	UNIFLEX
Registration Number:	3296016	UNIFLEX
Registration Number:	3022646	X3 TRIPLE ACTION JOINT CARE SYSTEM

**CORRESPONDENCE DATA**

Fax Number: (801)532-7543  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 801-532-1500  
Email: sfinlinson@rqn.com  
Correspondent Name: Scott B. Finlinson  
Address Line 1: 36 S. State Street  
Address Line 2: Suite 1400  
Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	26806-214
NAME OF SUBMITTER:	Scott B. Finlinson
Signature:	/Scott B. Finlinson/
Date:	08/20/2009

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of in favor of U.S. Bank National Association, as administrative agent (in such capacity, together with its successors and assigns, the "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Loan Agreement dated as of the date hereof (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Loan Agreement") among Borrower, Agent, and the Lenders from time to time party thereto, the Lenders, subject to the terms and conditions contained therein, has agreed to make available to Borrower a loan in the aggregate principal amount of the Revolving Credit Commitments;

WHEREAS, all of the Grantors are party to the Security Agreement, dated as of August 18, 2009 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Purchasers, and grants to the Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to

the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

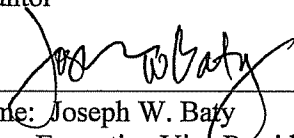
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Utah.

[Signature Page Follows]

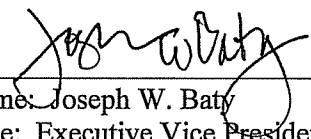
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

SCHIFF NUTRITION GROUP, INC.,  
as a Grantor

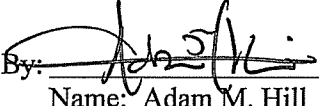
By:   
Name: Joseph W. Baty  
Title: Executive Vice President and  
Chief Financial Officer

SCHIFF NUTRITION INTERNATIONAL, INC.,  
as a Grantor

By:   
Name: Joseph W. Baty  
Title: Executive Vice President and  
Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION,  
as the Agent

By:   
Name: Adam M. Hill  
Title: Relationship Manager

1047477.01

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
ADVANTAGE OF 4	3,432,038	05/20/2008	Schiff Nutrition International, Inc.
ENZYMALL	2,551,747	03/26/2002	Schiff Nutrition International, Inc.
FI-BAR	1,469,926	12/22/1987	Schiff Nutrition International, Inc.
FLEXCARE	3,635,376	06/09/2009	Schiff Nutrition International, Inc.
IMMUNASSURE	2,811,575	02/03/2004	Schiff Nutrition International, Inc.
INFINI-D	3,632,376	06/02/2009	Schiff Nutrition International, Inc.
JOINT FLUID MEGA-POTENT HYALURONIC ACID and Design	3,275,900	08/07/2007	Schiff Nutrition International, Inc.
JOINT FREE	2,756,441	08/26/2003	Schiff Nutrition International, Inc.
KNOCK OUT	2,080,045	07/15/1997	Schiff Nutrition International, Inc.
KULA	3,006,932	10/18/2005	Schiff Nutrition International, Inc.
LUBRIFLEX3	3,033,689	12/27/2005	Schiff Nutrition International, Inc.
LUBRIFLEX3 (in Stylized)	3,209,491	02/13/2007	Schiff Nutrition International, Inc.
MEGARED	3,489,293	08/19/2008	Schiff Nutrition International, Inc.
MOVE FREE	2,412,935	12/12/2000	Schiff Nutrition International, Inc.
PAIN FREE	3,275,783	08/07/2007	Schiff Nutrition International, Inc.
PAIN-FREE HP	2,299,138	12/14/1999	Schiff Nutrition International, Inc.
SCHIFF	2,225,004	02/23/1999	Schiff Nutrition International, Inc.
SCHIFF 70 OVER 70 YEARS OF GUARANTEED QUALITY and Design	3,468,466	07/15/2008	Schiff Nutrition International, Inc.
SELENE-E	1,054,621	12/21/1976	Schiff Nutrition International, Inc.

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>OWNER</b>
SUPER ENZYMALL	2,551,748	03/26/2002	Schiff Nutrition International, Inc.
SURE DISSOLVE and Design	3,618,588	05/12/2009	Schiff Nutrition International, Inc.
TIGER'S MILK and design	2,945,443	05/03/2005	Schiff Nutrition International, Inc.
UNIFLEX	3,043,818	01/17/2006	Schiff Nutrition International, Inc.
UNIFLEX and Design	3,296,016	09/25/2007	Schiff Nutrition International, Inc.
X3 TRIPLE ACTION JOINT CARE SYSTEM and Design	3,022,646	12/06/2005	Schiff Nutrition International, Inc.