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
Wachovia Capital Finance			
Corporation (Central), as successor		04/08/2010	CORPORATION: ILLINOIS
agent to Wachovia Bank, National		04/00/2010	CORPORATION, ILLINOIS
Association, as Agent			

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: (402)952-1531

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

Phone: 402-341-3070

Email: trademark@mcgrathnorth.com

Correspondent Name: Denise C. Mazour
Address Line 1: 1601 Dodge Street

Address Line 2: Suite 3700, First National Tower
Address Line 4: Omaha, NEBRASKA 68102

ATTORNEY DOCKET NUMBER:	NUTRA MARKS
NAME OF SUBMITTER:	Denise C. Mazour
	TINAULIVIATAT

900159631 REEL: 004185 FRAME: 0556

OP \$65.00 2933708

Signature:	/Denise C. Mazour/		
Date:	04/14/2010		
	chovia in NUTRA-CREME and NUTRA-GLACE#page1.tif chovia in NUTRA-CREME and NUTRA-GLACE#page2.tif		

source=Release of Security Interest by Wachovia in NUTRA-CREME and NUTRA-GLACE#page1.tif source=Release of Security Interest by Wachovia in NUTRA-CREME and NUTRA-GLACE#page2.tif source=Release of Security Interest by Wachovia in NUTRA-CREME and NUTRA-GLACE#page3.tif source=Release of Security Interest by Wachovia in NUTRA-CREME and NUTRA-GLACE#page4.tif source=Release of Security Interest by Wachovia in NUTRA-CREME and NUTRA-GLACE#page5.tif

TRADEMARK
REEL: 004185 FRAME: 0557

RELEASE OF SECURITY INTEREST IN TRADEMARKS

April <u>12</u>, 2010

WHEREAS, Elan Nutrition, Inc., a Delaware corporation ("Debtor"), with its principal place of business at 4490 44th St. SE, Grand Rapids, Michigan 49512 is a party to that certain Loan and Security Agreement (the "Loan Agreement") dated August 28, 2006 by and among Debtor, Elan Holdings, Inc., a Delaware corporation, as a guarantor (the "Guarantor"), the lenders thereunder, and Wachovia Capital Finance Corporation (Central), as successor agent to Wachovia Bank, National Association, in its capacity as Agent ("Secured Party");

WHEREAS, Debtor granted a security interest in and lien upon certain trademarks, trademark applications and the other Collateral (as defined in the Trademark Security Agreement) to Secured Party as set forth in that certain Trademark Collateral Assignment and Security Agreement, dated August 28, 2006, 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 August 29, 2006 at Reel 3380, Frame 0249; and

WHEREAS, in connection with the satisfaction of the Obligations (as defined in the Loan Agreement) and the termination of the Trademark Security Agreement pursuant to a Termination Agreement dated as of the date hereof by and among Debtor, Guarantor and Secured Party, 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 and any other Collateral (as defined in the Trademark Security Agreement), 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 <u>Schedule A</u> annexed hereto and made a part hereof and any other Collateral (as defined in the Trademark Security Agreement), together with the goodwill of the business symbolized thereby;
- 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, including, without limitation, the Special Power of Attorney, dated August 28, 2006, granted to Secured Party by Debtor; and
- 3. authorizes and requests that the Patent and Trademark Office note and record the existence of the release hereby given and the filing of Uniform Commercial Code termination statements and any other filings necessary to evidence the release and termination of Secured Party's rights under the Trademark Security Agreement.

1555119.1

The validity, interpretation and enforcement of this Release of Security Interest in Trademarks shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

[Signature Page Follows]

1555119.1

TRADEMARK
REEL: 004185 FRAME: 0559

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer as of the date first set forth above.

WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as successor agent to Wachovia Bank, National Association, as Agent

Name: Anthony Vizgirda

Title: Director

STATE OF THIN)

COUNTY OF COOK) ss

On the Standard day of April, 2010, before me personally came Anthony Vizgirda who, being duly sworn, did depose and say that she/he is the Director of Wachovia Capital Finance Corporation (Central), the bank described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such bank; and that she/he acknowledged said instrument to be the free act and deed of said bank.

MÁRK DUNNE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/08/14

Notary Public

SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks:

Mark	Registration No.	Registration Date	Jurisdiction
NUTRA-CRÉME	2933708	3/15/2005	USA

Trademark Applications:

Mark		Application/Serial No.	Registration Date	Jurisdiction
NUTRA-	GLACÉ	76487474	5/11/2004	USA

1555119.1

RECORDED: 04/14/2010

TRADEMARK
REEL: 004185 FRAME: 0562