

02/18/2011

DEPARTMENT OF COMMERCE
Patent and Trademark Office



103618129

2-18-11

**RECORDATION
TRADE**

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):

Vitamin Shoppe Industries Inc., a New York corporation;
VS Direct Inc., a Delaware corporation; and
Vitamin Shoppe, Inc., a Delaware corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: (see individual entities listed above)
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 20, 2011

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name JPMorgan Chase Bank, N.A., as Administrative Agent

Internal

Address:

Street Address: 270 Park Avenue, 44th Floor

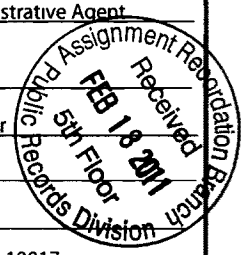
City: New York

State NY

Country: USA Zip: 10017

- Association Citizenship National Banking - DC
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

B Trademark Registration No (s)

See attached (3339971; 3378676; 3292359, 3300183; etc.)

Additional sheet(s) attached? Yes 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 Julie H. Cooper

Internal Address c/o Vinson & Elkins LLP

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

53

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,340.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

02/18/2011 AMULLINS 00000016 3339971
Deposit Account Number _____ 40.00 DP
01 FC:8521
Authorized User Name _____ 1300.00 DP
02 FC:8522

9. Signature:

Julie H. Cooper
Signature

2/17/2011

Date

Julie H. Cooper

Name of Person Signing

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

26

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

TRADEMARK
REEL: 004485 FRAME: 0250

SCHEDULE A

INTELLECTUAL PROPERTY SECURITY AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

1.	NUTRITION DEPOT DISCOUNT VITAMIN CENTERS	U.S.	78956845	3339971	November 20, 2007	Vitamin Shoppe Industries Inc.	Registered
2.	ULTIMATE MAN	U.S.	78922844	3378676	February 5, 2008	Vitamin Shoppe Industries Inc.	Registered
3.	BODYTECH	U.S.	78959402	3292359	March 6, 2007	Vitamin Shoppe Industries Inc.	Registered
4.	PRO-PUDDING	U.S.	78959324	3300183	September 25, 2007	Vitamin Shoppe Industries Inc.	Registered
5.	ULTIMATE WOMAN	U.S.	78922849	3373042	January 22, 2008	Vitamin Shoppe Industries Inc.	Registered
6.	M.D. SELECT	U.S.	78856280	3266448	July 17, 2007	Vitamin Shoppe Industries Inc.	Registered
7.	THE VITAMIN SHOPPE SINCE 1977	U.S.	78802195	3241641	May 15, 2007	Vitamin Shoppe Industries Inc.	Registered
8.	THE VITAMIN SHOPPE SINCE 1977	U.S.	78801960	3186751	December 19, 2006	Vitamin Shoppe Industries Inc.	Registered
9.	THE VITAMIN SHOPPE SINCE 1977	U.S.	78799895	3183591	December 12, 2006	Vitamin Shoppe Industries Inc.	Registered
10.	NITROJACK	U.S.	78736871	3137287	August 29, 2006	Vitamin Shoppe Industries Inc.	Registered
11.	HYDROTHERM	U.S.	78587201	3190036	December 26, 2006	Vitamin Shoppe Industries Inc.	Registered
12.	ISLAND PASSION	U.S.	78541651	3137045	August 29, 2006	Vitamin Shoppe Industries Inc.	Registered
13.	CAMPGROUND LAKE	U.S.	78540976	3240480	May 8, 2007	Vitamin Shoppe	Registered

[Schedule A-1]

						Industries Inc.	
14.	AMERICA'S HEALTH SUPERSTORE	U.S.	78507280	3030896	December 13, 2005	Vitamin Shoppe Industries Inc.	Registered
15.	BODYTECH	U.S.	78070985	2872484	August 10, 2004	Vitamin Shoppe Industries Inc.	Registered
16.	NUTRITION DEPOT	U.S.	78337961	2916393	January 4, 2005	Vitamin Shoppe Industries Inc.	Registered
17.	HEALTHY AWARDS	U.S.	78446059	3133952	August 22, 2006	Vitamin Shoppe Industries Inc.	Registered
18.	WE TAKE VITAMINS SERIOUSLY	U.S.	78426082	2967041	July 12, 2005	Vitamin Shoppe Industries Inc.	Registered
19.	ULTIMATE MEMORYAID	U.S.	78419941	3001345	September 27, 2005	Vitamin Shoppe Industries Inc.	Registered
20.	TRI-SCORB	U.S.	77725724	3692565	October 6, 2009	Vitamin Shoppe Industries Inc.	Registered
21.		U.S.	77694969	3829174	August 3, 2010	Vitamin Shoppe Industries Inc.	Registered
22.	AMAZING WELLNESS	U.S.	77775435		July 7, 2009	Vitamin Shoppe Industries Inc.	Pending -USPTO Office Action issued on September 2, 2010
23.	MUSCLE & PERFORMANCE	U.S.	77766320	3735487	January 5, 2010	Vitamin Shoppe Industries Inc.	Registered
24.	THE SUPREME VITAMIN C	U.S.	77186687	3644115	June 23, 2009	Vitamin Shoppe Industries Inc.	Registered
25.	ARMORFLEX	U.S.	77265964		August 28, 2007	Vitamin Shoppe Industries Inc.	Notice of Allowance issued on May-20, 2008

[Schedule A-2]

26.	ACTIVE-C	U.S.	77725721	3789496	May 18, 2010	Vitamin Shoppe Industries Inc.	Registered
27.	SO GOOD . . . NATURALLY	U.S.	77625601	3788223	May 11, 2010	Vitamin Shoppe Industries Inc.	Registered
28.	ECO SHOPPE GREEN LIFE FOR HEALTHY LIVING	U.S.	77694994		March 19, 2009	Vitamin Shoppe Industries Inc.	Notice of Allowance issued on January 19, 2010
29.	HEALTHY AWARDS	U.S.	77500911	3572000	February 10, 2009	Vitamin Shoppe Industries Inc.	Registered
30.	ECO SHOPPE	U.S.	77623776		December 1, 2008	Vitamin Shoppe Industries Inc.	Notice of Allowance issued February 16, 2009
31.	ECO SHOPPE	U.S.	77623841		December 1, 2008	Vitamin Shoppe Industries Inc.	Notice of Allowance issued February 16, 2009
32.	ANSWERS FOR EVERY BODY	U.S.	77177210	3477629	July 29, 2008	Vitamin Shoppe Industries Inc.	Registered
33.	ECO SHOPPE	U.S.	77224422	3407529	April 1, 2008	Vitamin Shoppe Industries Inc.	Registered
34.	ULTIMATE MAN ELITE	U.S.	77074132	3349216	December 4, 2007	Vitamin Shoppe Industries Inc.	Registered
35.	ULTIMATE MAN LIQUITHERM	U.S.	77066097	3349211	December 4, 2007	Vitamin Shoppe Industries Inc.	Registered
36.	TETRABOLIC	U.S.	77035113	3294548	September 18, 2007	Vitamin Shoppe Industries Inc.	Registered
37.	ADVANCED SUGAR SUPPORT	U.S.	77029788	3294546	September 18, 2007	Vitamin Shoppe Industries Inc.	Registered
38.	ADVANCED SYSTEMIC ENZYMES	U.S.	77024953	3294545	September 18, 2007	Vitamin Shoppe Industries Inc.	Registered
39.	MIRACLE FIBER	U.S.	77022947	3294544	September 18, 2007	Vitamin Shoppe Industries Inc.	Registered
40.	ADVANCED BRAIN	U.S.	77020595	3294542	September 18,	Vitamin Shoppe	Registered

[Schedule A-3]

	SHARP				2007	Industries Inc.	
41.	ADVANCED LONGEVITY FORMULA	U.S.	77020587	3294541	September 18, 2007	Vitamin Shoppe Industries Inc.	Registered
42.	THE VITAMIN SHOPPE SINCE 1977	U.S.	76175001	2737735	July 15, 2003	Vitamin Shoppe Industries Inc.	Registered
43.	THE VITAMIN SHOPPE SINCE 1977	U.S.	76174901	2737734	July 15, 2003	Vitamin Shoppe Industries Inc.	Registered
44.	THE VITAMIN SHOPPE	U.S.	75980453	2481906	August 28, 2001	Vitamin Shoppe Industries Inc.	Registered
45.	THE VITAMIN SHOPPE	U.S.	75863099	2481640	August 28, 2001	Vitamin Shoppe Industries Inc.	Registered
46.	DAILY VM CAPS	U.S.	74457453	1857466	October 11, 1994	Vitamin Shoppe Industries Inc.	Registered
47.	PRIMALPRO	U.S.	85211829		January 6, 2011	Vitamin Shoppe Industries Inc.	Filed
48.	TRUE ATHLETE	U.S.	85037331		May 13, 2010	Vitamin Shoppe Industries Inc.	Published for Opposition on February 15, 2011
49.	CRITICAL AMINOS XT	U.S.	85037335		May 13, 2010	Vitamin Shoppe Industries Inc.	Notice of Allowance issued on January 4, 2011
50.	ELECTROLYTE FIZZ	U.S.	85164185		October 28, 2010	Vitamin Shoppe Industries Inc.	Filed
51.	RESERVIE	U.S.	85158876		October 22, 2010	Vitamin Shoppe Industries Inc.	Filed
52.	DIGEST EXTRA	U.S.	85067697		June 21, 2010	Vitamin Shoppe Industries Inc.	Notice of Allowance issued on December 14, 2010
53.	PRIMALJAX	U.S.	85042536		May 19, 2010	Vitamin Shoppe Industries Inc.	Notice of Allowance issued on December 7, 2010

[Schedule A-4]

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of January 20, 2011, is entered into by **VITAMIN SHOPPE INDUSTRIES INC.**, a New York corporation, **VS DIRECT INC.**, a Delaware corporation, and **VITAMIN SHOPPE, INC.**, a Delaware corporation and successor by name change to VS Holdings, Inc. (each a "Grantor", and collectively, "Grantors"), and **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent ("Administrative Agent"), for the Lenders. Capitalized terms not otherwise defined herein have the meanings set forth in the Amended and Restated Loan and Security Agreement dated as of January 20, 2011, among Grantors and Administrative Agent (the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, Grantors are granting a security interest to Lenders in certain trademarks and patents whether now owned or existing or hereafter acquired or arising and wherever located, including the trademarks and patents listed on Schedule A ("Secured Intellectual Property").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

1.1 Each Grantor hereby grants to Administrative Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Intellectual Property, subject to the terms and conditions of the Credit Agreement. Notwithstanding the foregoing, the Secured Intellectual Property shall exclude any rights to any patents or trademarks that would be cancelled or rendered invalid or unenforceable under applicable law by the grant of a security interest created pursuant to the terms of this Agreement or the Credit Agreement, for as long as such prohibition or reason for invalidity under applicable law exists, except for the products and proceeds thereof.

1.2 The security interest granted hereby is granted in conjunction with the security interest granted to Administrative Agent under the Credit Agreement. The rights and remedies of Lenders with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement pursuant to which Administrative Agent may modify this Agreement, after obtaining Grantors' approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing trademarks and patents or any trademarks and patents acquired or developed by Grantors after the execution hereof or to delete any reference to any right, title or

interest in any trademarks and patents in which Grantors no longer have or claim any right, title or interest.

3. **Governing Law.**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. **Successors and Assigns.**

This Agreement shall be binding upon and inure to the benefit of Administrative Agent and Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of Administrative Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.


5. **Counterparts.**

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Facsimiles shall be effective as originals.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantors and Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.


VITAMIN SHOPPE INDUSTRIES INC.

By: 
Name: Michael Archbold
Title: EVP, CFO

VS DIRECT INC.

By: 
Name: Michael Archbold
Title: EVP, CFO

VITAMIN SHOPPE, INC.

By: 
Name: Michael Archbold
Title: EVP, CFO

**JPMORGAN CHASE BANK, N.A., as
Administrative Agent**

By: _____
Name: Kelly G. Maier
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, Grantors and Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

VITAMIN SHOPPE INDUSTRIES INC.

By: _____
Name: _____
Title: _____

VS DIRECT INC.

By: _____
Name: _____
Title: _____

VITAMIN SHOPPE, INC.

By: _____
Name: _____
Title: _____

**JPMORGAN CHASE BANK, N.A., as
Administrative Agent**

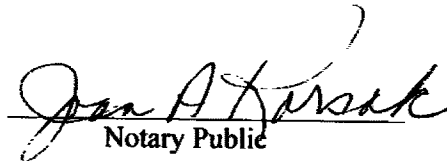
By: Kelly G. Maier
Name: Kelly G. Maier
Title: Vice President

STATE OF New Jersey)
) ss:
COUNTY OF Hudson)

On January 20, 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Archbold, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the EVP, CEO, on behalf of Vitamin Shoppe Industries Inc., a New York corporation and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)


Notary Public

My Commission Expires:

Joan A. Korsak
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 22, 2016

[Notary to Intellectual Property Security Agreement – Vitamin Shoppe Industries Inc.]

TRADEMARK
REEL: 004485 FRAME: 0259

STATE OF New Jersey)
) SS:
COUNTY OF Hudson)

On January 20, 2011, before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Archbold, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the EVP, CFO, on behalf of Vitamin Shoppe, Inc., a Delaware corporation and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Joan A. Korsak
Notary Public

My Commission Expires:

Joan A. Korsak
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 22, 2015

[Notary to Intellectual Property Security Agreement – Vitamin Shoppe, Inc.]