

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		After-Acquired Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Nutrition Investment Company		09/08/2011	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	1111 Fannin Street, Floor 10		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002-6925		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3756810	LUCKYVITAMIN.COM	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1570		
NAME OF SUBMITTER:	Marcela Robledo		
Signature:	/mr/		

CH \$40.00 3756810

900205333

TRADEMARK
 REEL: 004647 FRAME: 0075

Date:

10/24/2011

Total Attachments: 6

source=GNIC1#page1.tif

source=GNIC1#page2.tif

source=GNIC1#page3.tif

source=GNIC1#page4.tif

source=GNIC1#page5.tif

source=GNIC1#page6.tif

AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

(FIRST SUPPLEMENTAL FILING)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of September 8, 2011 (the "First Supplemental Intellectual Property Security Agreement"), is made by General Nutrition Investment Company, an Arizona corporation ("GNIC"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (together with its successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, GNC Corporation, a Delaware corporation, and General Nutrition Centers, Inc., a Delaware corporation (the "Borrower"), have entered into a Credit Agreement, dated as of March 4, 2011 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto as lenders (the "Lenders"), Goldman Sachs Bank USA, as the Syndication Agent, Deutsche Bank Securities Inc. and Morgan Stanley Senior Funding, Inc., as the Co-Documentation Agents, and the Administrative Agent.

WHEREAS, the Grantors (including GNIC) have entered into a Guarantee and Collateral Agreement, dated as of March 4, 2011 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, the Grantors have entered into an Intellectual Property Security Agreement, dated as of March 4, 2011 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "IPSA"), in favor of the Administrative Agent.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, GNIC has assigned and transferred to the Administrative Agent, and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of GNIC's right, title and interest in and to certain Collateral, including, without limitation, certain of its Intellectual Property, and has agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement with respect to certain of its After-Acquired Intellectual Property in order to record the security interests granted therein with the United States Patent and Trademark Office, the United States Copyright Office (or any successor office or other applicable United States Governmental Authorities).

WHEREAS, the IPSA was recorded against certain United States Patents on March 15, 2011 at Reel No. 25958, Frame No. 631 and against certain United States Trademarks on March 15, 2011 at Reel No. 4496, Frame No. 412, and sent to the United States Copyright Office for recordation against certain United States Copyrights on March 9, 2011.

NOW, THEREFORE, in consideration of the above premises, GNIC hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Grant of Security. GNIC hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of GNIC's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of GNIC's Obligations:

(a) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1, and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all United States and foreign patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, and all certificates of invention or similar property rights (ii) all inventions and improvements described and claimed therein, and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the "Patents");

(c) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship and other intellectual property rights therein, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing ("Copyrights");

(d) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, formulae, parts, diagrams, drawings, specifications, blue prints, lists of materials, and production manuals (collectively, the "Trade Secrets");

(e) all Trademark Licenses, Trade Secret Licenses, Patent Licenses and Copyright Licenses, in each case, to the extent GNIC is not the granting party, including, without limitation, any of the foregoing identified in Schedule 1; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described (a) through (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) though (e) above

SECTION 2. Excluded Assets. Notwithstanding anything to the contrary in this First Supplemental Intellectual Property Security Agreement, none of the Excluded Assets (as defined in the Credit Agreement) shall constitute Intellectual Property.

SECTION 3. Recordation. GNIC authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable United States government officer record this First Supplemental Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This First Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5. GOVERNING LAW. THIS FIRST SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Conflict Provision. This First Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this First Supplemental Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 7. Releases.

(a) Upon the Discharge of Obligations, this First Supplemental Intellectual Property Security Agreement and the security interests granted hereby shall automatically terminate and be released, without the requirement for any further action by any Person, and the Administrative Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent to) take such action and execute any such documents as may be reasonably requested by any Grantor and at such Grantor's expense to further document and evidence such termination and release.

(b) In the event that GNIC conveys, sells, leases, assigns, transfers or otherwise Disposes of all or any portion of assets of GNIC to a Person that is not (and is not required hereunder to become) a Grantor hereunder in a transaction permitted under the Credit Agreement, the security interests created hereunder in respect of such assets shall automatically terminate and be released, without the requirement for any further action by any Person and the

Administrative Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent to) take such action and execute any such documents as may be reasonably requested by GNIC and at GNIC's expense to further document and evidence such termination and release of security interests hereunder in respect of such assets, and, in the case of a transaction permitted under the Credit Agreement the result of which is that GNIC would cease to be a Restricted Subsidiary or would become an Excluded Subsidiary, all security interests granted hereunder by GNIC shall automatically terminate and be released, without the requirement for any further action by any Person and the Administrative Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent to) take such action and execute any such documents as may be reasonably requested by GNIC and at GNIC's expense to further document and evidence such termination and release of such security interests.

IN WITNESS WHEREOF, each of the undersigned has caused this First Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GENERAL NUTRITION INVESTMENT COMPANY

By: 

Name: Gerald J. Stubenhefer, Jr.

Title: Senior Vice President, Chief Legal Officer and Secretary

[Signature Page to After-Acquired Intellectual Property Security Agreement]

TRADEMARK
REEL: 004647 FRAME: 0081

Copyright Licenses

None.

Copyrights

None.

Patent Licenses

None.

Patents

None.

Trademark Licenses

None.

Trademarks

LuckyVitamin.com Design / Mark

Domain Names

GARYSWOW.COM
LUCKYVITAMAN.COM
LUCKYVITAMIN.COM
LUCKY-VITAMIN.COM
LUCKYVITAMIN-EMAIL.COM
LUCKYVITAMIN-PROMOS.COM
LUCKYVITAMINS.COM
LUCKY-VITAMINS.COM
LUCKY-WOW.COM
WTBDINC.COM

Trade Secret Licenses

None.