#### 900249039 03/08/2013

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GLEACHER PRODUCTS CORP.		03/08/2013	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	VITAC CORPORATION
Street Address:	One Merrill Circle
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55108
Entity Type:	CORPORATION: PENNSYLVANIA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2033236	VITAC

## **CORRESPONDENCE DATA**

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

2023704761 Phone:

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420 Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F143829
NAME OF SUBMITTER:	Megan M. Teixeira
Signature:	/Megan M. Teixeira/

Date:	03/08/2013
source=Filed.with.NCR_08_Gleacher_ Rele source=Filed.with.NCR_08_Gleacher_ Rele	ase of Trademarks (VITAC Corporation)#page2.tif ase of Trademarks (VITAC Corporation)#page3.tif ase of Trademarks (VITAC Corporation)#page4.tif ase of Trademarks (VITAC Corporation)#page5.tif

#### RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of March 8, 2013 by GLEACHER PRODUCTS CORP., as successor collateral agent ("Collateral Agent").

WHEREAS, Collateral Agent and VITAC CORPORATION, a Pennsylvania corporation ("Grantor"), entered into that certain Second Lien Trademark Security Agreement, dated as of October 4, 2012 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted Collateral Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on <u>Schedule I</u> attached hereto as security for certain obligations of Grantor to Collateral Agent (the "Obligations");

WHEREAS, Collateral Agent recorded the Trademark Security Agreement on October 25, 2012 at Reel 004888, Frame 0589 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Collateral Agent release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby agrees as follows:

Collateral Agent hereby fully releases and terminates its security interests in and liens on the Trademark Collateral (as defined in the Trademark Security Agreement), including:

- (a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- (b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and
- (c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

CH\1418870.2

Collateral Agent further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably requested by Grantor to effect the release and termination of its security interests and liens in the Trademarks.

[Signature page follows]

2

IN WITNESS WHEREOF, Collateral Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GLEACHER PRODUCTS CORP., as Collateral Agent

Name:

**JOANNA ANDERSON** 

Title: AUTHORIZED SIGNATORY

[Signature Page to VITAC Corporation Trademark Release]

## **Execution Version**

# Schedule I to Release of Trademarks

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
VITAC	2033236	01/28/1997

CH\1418870.2

**RECORDED: 03/08/2013**