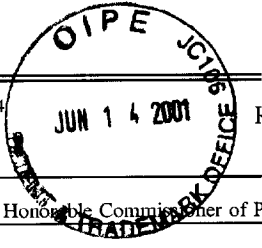


D-1



06-20-2001

Form PTO-1594 (Rev 6-93)

U.S. Department of Commerce Patent and Trademark Office



101754126

inal documents or copy thereof.

To the Honorable Commissioner of P

1. Name of conveying party(ies):  
LEINER HEALTH SERVICES CORP.

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 \*Corporations  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies):  
 Name: THE BANK OF NOVA SCOTIA, as administrative agent  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

Street Address: One Liberty Plaza

3. Nature of conveyance:

Assignment                       Merger  
 \*  Security Agreement             Change of Name  
 Other \_\_\_\_\_

City: New York State: NY ZIP: 10006  
Country: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 \*  Other bank, financial institution

Execution Date: February 28, 2001

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)

MD 6/14/01

Additional name(s) & Address(es) attached? Yes \* No

4. Application number(s) or trademark number(s):  
 If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s) SEE SCHEDULE A

B. Trademark No.(s) SEE SCHEDULE A

Additional numbers attached \* Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Robert E. Rude II  
 Internal Address: Mayer Brown & Platt  
 \_\_\_\_\_  
 Street Address: 1909 K Street, NW  
 City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 185

7. Total fee (37 CFR 3.41): \$ 4640.00

\* Enclosed (Check No. 19284 )

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

06/19/2001  
01 FC:481  
02 FC:482

DIAZ1 00000152 1749184  
 40.00 OP  
 4600.00 OP

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert E. Rude II  
Name of Person Signing

R E Rude II  
Signature

June 14, 2001  
Date

Total number of pages comprising cover sheet and document attachments: 11

Schedule A  
to Trademark Security Agreement

DOMESTIC TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK	DATE	REG.#
United States	Abstract Design of a Flower	01/26/1993	1749184
United States	Allercold	01/12/1993	1746289
United States	Assured Release & Design	03/28/1995	1886507
United States	Babycology	07/18/1995	1906239
United States	Beyond Vitamins	04/30/1996	1971903
United States	Bio-Balance (Class 5)	02/25/1997	2041108
United States	Body Benefits (Class 5)	11/16/1999	2293242
United States	Body Benefits (Class 42)	11/07/2000	2402854
United States	Body Benefits Bones and Joint Icon	03/23/1999	2235221
United States	Body Benefits Circulatory Icon	03/16/1999	2232897
United States	Body Benefits Energy Icon	03/23/1999	2235219
United States	Body Benefits Immune Icon	04/13/1999	2239621
United States	Body Benefits Man/Woman Icon	05/18/1999	2246596
United States	Body Benefits Memory-Brain Icon	03/23/1999	2235226
United States	Body Benefits Miscellaneous Icon	03/23/1999	2235225
United States	Body Benefits Weight Control	03/23/1999	2235220
United States	Bodycology (Class 3 - script on black)	07/23/1996	1989228
United States	Bodycology (Class 3 - script)	02/02/1993	1749731
United States	Bodycology (Class 3)	09/22/1992	1719286
United States	Bodycology (Class 5)	08/01/2000	2373942
United States	Burst	01/08/1985	1313045
United States	CTD 200	03/28/2000	2336609
United States	Cardio Complex	12/15/1998	2211956
United States	Central-Vite	01/01/1991	1630504
United States	Central-Vite Plus	08/29/1995	1915779
United States	Central-Vite Select	07/07/1998	2171366
United States	Central-Vite Supreme	03/21/1995	1885535
United States	Choom ee's	05/11/1965	789316
United States	Councilabs & Design	11/27/1973	973800
United States	Created from Nature (Class 3)	12/20/1994	1867904
United States	Daily Impact	06/08/1999	2251324
United States	Daily Pak	09/13/1988	1503542
United States	Daily Pak Select	02/07/1995	1877375
United States	Daily Vitamin Pak	11/24/1981	1178785
United States	Dietic	11/03/1981	1175765
United States	Dissolution Tested Proven #3	10/13/1998	2195780
United States	Dissolution Tested, Release Assured	02/16/1993	1753433
United States	Encompass	02/09/1999	2222770
United States	Energy Complex	05/26/1998	2161036
United States	Everyday Athlete	12/06/1983	1259763
United States	Executive's Choice	03/11/1986	1385699
United States	Fatiguex	01/09/2001	2420090
United States	Fitness Support Program	10/20/1998	2199108
United States	Formula 36	10/31/1981	1172810
United States	Formula RDA	02/24/1976	1034189
United States	Formulae USP	01/21/1997	2033157
United States	Fulvita	02/23/1982	1190422
United States	Ginseven	08/18/1998	2183037
United States	Gordon's Econo-Pak	01/01/1963	742896
United States	Grand-Slam	01/08/1985	1313044
United States	Granutec	08/09/1994	1848962
United States	Healthy Life	12/25/1984	1310734
United States	Hista Tabs	05/04/1993	1768400
United States	Imperial Ginseng	10/17/2000	2394519
United States	Kwik-Kap	10/29/1996	2012314
United States	Leiner Health Products	01/18/2000	2309528
United States	Leiner Health Products & Design	05/06/1997	2059591

16977546

TRADEMARK  
REEL: 002312 FRAME: 0890

## DOMESTIC TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK	DATE	REG.
United States	L-Formula	02/09/1982	1189083
United States	LHP & Design	08/22/1995	1913897
United States	Lightweight	01/08/1985	1313046
United States	Liqui-Coat	07/16/1996	1986734
United States	Liquid Lift	02/04/1997	2035351
United States	Lubricare	11/02/1999	2290181
United States	Lubricare	04/19/1994	1831007
United States	Man's Choice	04/01/1986	1387982
United States	Maximum Choice	06/04/1985	1338731
United States	Maximum Pak	12/10/1985	1374543
United States	Memory Support Complex	12/08/1998	2209568
United States	Memory Supporter	05/16/2000	2349915
United States	Mobilized Nutrition	02/08/2000	2316101
United States	Mobilized Nutritionist	01/16/2001	2420695
United States	My-A-Multi	03/11/1980	1131599
United States	National Brand Formula (NBF)	02/19/1985	1320310
United States	Naturalized	11/05/1991	1663752
United States	Nature's Harmony	11/15/1983	1257332
United States	Nature's Origin (California)	02/15/2001	107043
United States	Nature's Premium	03/24/1987	1433522
United States	Nature's Touch	12/07/1999	2298923
United States	Nutra Choice	11/21/2000	2407259
United States	Ocean Dew	09/23/1997	2100037
United States	Omnisource	09/28/1999	2281475
United States	One Choice	09/14/1999	2278012
United States	Optha-Care	08/17/1999	2270666
United States	Osteo Joint	09/19/2000	2388490
United States	Performance One	08/01/2000	2373846
United States	Pharmacist Answer	03/14/1995	1884192
United States	Pharmacist Best	02/28/1995	1881114
United States	Pharmacist Blend	03/14/1995	1884190
United States	Pharmacist Care	08/15/1995	1912171
United States	Pharmacist First	03/21/1995	1885527
United States	Pharmacist Formula	10/25/1988	1509847
United States	Pharmacist Formula	04/24/1990	1592720
United States	Pharmacist Formula	04/06/1993	1763596
United States	Pharmacist Formula & Design	03/10/1992	1678249
United States	Pharmacist Formula & Design	04/06/1993	1763596
United States	Pharmacist Formula & Design	04/06/1993	1763597
United States	Pharmacist Formula & Design	04/13/1993	1765207
United States	Pharmacist Formula adjacent...	06/14/1991	94202CA
United States	Pharmacist Formula Logo	05/09/1989	1537889
United States	Pharmacist Formula Logo	07/17/1990	1591651
United States	Pharmacist Friend	03/21/1995	1885529
United States	Pharmacist Number 1	03/21/1995	1885528
United States	Pharmacist Own	03/21/1995	1885526
United States	Pharmacist Pick	03/14/1995	1884191
United States	Pharmacist Referral	03/14/1995	1884188
United States	Pharmacist Relief	10/31/1995	1931895
United States	Pharmacist Solution	03/14/1995	1884189
United States	Pharmacist System	04/04/1995	1887714
United States	Pharmacist Trust	03/14/1995	1884193
United States	Pharmacist Trusted	03/14/1995	1884194
United States	Pharmacist Value	08/24/1993	1789839
United States	Phyto-Concentrates	04/23/1996	1969648
United States	Premium Source	05/23/2000	2352718
United States	Proven Release Formula Design	01/05/1993	1745043
United States	Purity & Quality Guaranteed Design	07/03/1990	1604326
United States	Rectangle w/ Oblique Oval Design	07/15/1997	2079530
United States	Release Assured & Box Design	05/25/1993	1773376
United States	Release Assured & Design	07/13/1993	1782015
United States	Release Assured & Dsn Pill &...	12/22/1992	1742102

## DOMESTIC TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK	DATE	REG. NO.
United States	Replenish	10/10/1995	1926257
United States	Select Formula	05/25/1993	1773363
United States	Select One	05/23/2000	2352656
United States	Senior's Choice	12/11/1984	1308596
United States	Slumber Time	08/24/1993	1789833
United States	Snip-E	02/25/1975	1005174
United States	Space Kids	01/26/1993	1748098
United States	Strikes Pain	06/26/1962	733291
United States	Super Vita-Health 36	03/29/1983	1232483
United States	Swirl Design of the Letter "B" (CI 42)	08/01/2000	2372414
United States	The Vitamin Store	01/23/1996	1951912
United States	Thera Plus	07/31/1990	1608014
United States	Today's Choice	05/30/2000	2354125
United States	Today's Pharmacist	04/04/1995	1887706
United States	Top Source	05/16/2000	2350835
United States	Total Source	08/10/1999	2269890
United States	Tru-Nature & Design	07/24/1973	964561
United States	Tru-Nature & Design	01/05/1993	1745052
United States	Ultimum	11/02/1999	2290421
United States	Ultra Beauty Formula	05/16/2000	2350701
United States	Ultra Choice	07/18/2000	2369459
United States	Vita-Fresh	04/28/1981	1152085
United States	Vita-Health	05/31/1983	1239943
United States	VitalLife	07/04/1978	1094936
United States	Vitmania (Class 35)	05/19/1998	2159555
United States	Vitmania (Class 42)	04/04/2000	2338426
United States	Vitmania (Class 5)	04/04/2000	2338425
United States	Voice of Authority (Class 42)	12/14/1999	2300452
United States	Voice of Authority (Class 42)	03/14/2000	2329585
United States	Whole Source	05/11/1999	2244571
United States	Your Life (California)	04/28/1975	53094
United States	Your Life	05/15/1990	1596015
United States	Your Life	01/06/1976	1029138
United States	Your Life	02/21/1984	1267613
United States	Your Life & Design	07/29/1986	1402829
United States	Your Life (Class 42)	07/29/1997	2084936

**PENDING DOMESTIC TRADEMARK APPLICATIONS**

COUNTRY	TRADEMARK NAME	FILE DATE	SERIAL
United States	Accu-Mind & Memory	06/16/1999	75/728093
United States	Acidophilus Plus	04/07/1999	75/666307
United States	Advanced Labs	08/18/1999	75/778539
United States	Artistic Representation of Arrows & Shield	12/15/1998	75/596162
United States	Artistic Representation of Atom	12/15/1998	75/593095
United States	Artistic Representation of Bones & Joint	12/15/1998	75/593094
United States	Artistic Representation of Head & Circuits	12/15/1998	75/596163
United States	Artistic Representation of Heart & Arrows	12/15/1998	75/593092
United States	Artistic Representation of Man & Sun	12/15/1998	75/596161
United States	Artistic Representation of Man & Tape Measure	12/15/1998	75/593096
United States	Artistic Representation of Pills	12/15/1998	75/592184
United States	Artistic Representation of Puzzle Pieces	12/15/1998	75/592183
United States	Council Labs	11/13/2000	76/162136
United States	Council Labs & Design	11/13/2000	76/162135
United States	Healthy Legs	10/14/1998	75/569662
United States	Herbal Benefits	03/22/1999	75/623351
United States	Herbal One	03/23/1999	75/656116
United States	Lhp (Class 42)	05/03/1999	75/696388
United States	Libidex	03/23/1999	75/656115
United States	Multi 2000 Mature	04/14/1999	75/682796
United States	Nature's Origin	12/18/1997	75/407763
United States	Phyto-nutrients & Design	10/25/1994	590438
United States	Spring Valley Icons		
	Bones & Joint Icon	06/16/1999	75/728098
	Energy & Metabolism Icon	06/16/1999	75/728097
	Heart & Circulatory Icon	06/16/1999	75/728096
	Immune System Icon	06/16/1999	75/728095
	Specialty Supplements Icon	06/16/1999	75/728094
United States	Sugar-x	08/18/1999	75/778536
United States	The Vitamin Liquidator	07/24/2000	76/096254
United States	Winter-eeze	03/02/2000	75/933145

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 28, 2001, is made between LEINER HEALTH SERVICES CORP., a Delaware corporation (the "Grantor"), and THE BANK OF NOVA SCOTIA, as collateral agent (the "Agent") for each of the Secured Parties (such term and other capitalized terms being used herein with the meanings provided in Section 1).

W I T N E S S E T H :

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of May 15, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Leiner Health Products Inc., a Delaware corporation (the "U.S. Borrower"), Vita Health Products Inc., a Manitoba corporation (the "Canadian Borrower", and together with the U.S. Borrower, the "Borrowers"), the various financial institutions as are or may become parties thereto which extend a Commitment under the U.S. Facility (collectively, the "U.S. Lenders"), the various financial institutions as are or may become parties thereto which extend a Commitment under the Canadian Facility (collectively, the "Canadian Lenders", and together with the U.S. Lenders, the "Lenders"), The Bank of Nova Scotia ("Scotiabank"), as agent for the U.S. Lenders under the U.S. Facility (in such capacity, the "U.S. Agent"), Scotiabank, currently acting through its executive offices in Toronto, Ontario, as agent for the Canadian Lenders under the Canadian Facility (in such capacity, the "Canadian Agent", and together with the U.S. Agent, collectively, the "Agents"), Merrill Lynch Capital Corporation, as Documentation Agent, and Salomon Brothers Holding Company Inc., as Syndication Agent, the Lenders and Issuers have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a U.S. Subsidiary Security Agreement, dated as of February 28, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders and the Issuers to make Credit Extensions to the Borrowers pursuant to the Credit Agreement, and to induce the Secured Parties

to enter into Rate Protection Agreements, if any, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby grant to the Agent a security interest in, for the ratable benefit of the Secured Parties, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature owned by the Grantor in the Grantor's name as such may be changed from time to time (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto, provided, however, that Trademark Collateral shall not include "intent to use" applications for trademark or service mark registrations filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed;

(b) all Trademark licenses of the Grantor, including each Trademark license referred to in Item B of Attachment 1 attached hereto subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business of the Grantor connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights of the Grantor associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future

infringement or dilution of any Trademark or Trademark registration including any Trademark or Trademark registration referred to in Item A of Attachment 1 attached hereto, or for any injury to the goodwill of the Grantor associated with the use of any such Trademark or for breach or enforcement of any Trademark license subject, in each case, to the terms of such license agreements.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and, to the extent required by the Security Agreement, corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the payment in full in cash, or cash collateralization, of all Obligations, the termination or expiration of all Letters of Credit, the termination of all Rate Protection Agreements entered into pursuant to the Credit Agreement and the termination of all Commitments, the security interest granted herein and all related Liens shall terminate and all rights to the Trademark Collateral shall revert to the Grantor. Upon any such termination or release, the Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination of the security interest in the Trademark Collateral granted herein and all related Liens.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LEINER HEALTH SERVICES CORP.

By *Gele K. Bousman*  
Name:  
Title:

THE BANK OF NOVA SCOTIA,  
as Agent

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LEINER HEALTH SERVICES CORP.

By \_\_\_\_\_  
Name:  
Title:

THE BANK OF NOVA SCOTIA,  
as Agent

By *Ron Dooley*  
Name: *Ron Dooley*  
Title: *DIRECTOR*

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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See Schedule A.

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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See Schedule B.

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
-----------------	------------------	-------------------	-----------------------------	---------------------------

NONE

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
------------------------------	------------------	-----------------	-----------------	-----------------------	------------------------

United States	Surpass	Leiner Health Services	Wrigley Company	9/8/00	None
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