FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

08-22-2002

102199693

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

8-22-02

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

JPMorgan Chase Bank
(f/k/a The Chase Manhattan Bank) 8-22-02

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other New York banking corporation

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

2. Name and address of receiving party(ies):

Name: **United Vitamin Manufacturing Corporation, a subsidiary of NBTY, Inc.**
Internal Address:
Street Address: 90 Orville Drive
City: Bohemia State: NY ZIP: 11716

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State New York
☐ Other

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)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination and Release of Security Interest in Trademark Rights

Execution Date: August 16, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,622,005

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alison Winick, Esq.
Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): $40.00
☐ Enclosed
☒ Authorized to be charged to credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Alison Winick, Esq.
Name of Person Signing

Signature

8/21/02
Date

Total number of pages including cover sheet, attachments, and documents: 5

08/22/2002 6TON11 00000206 1622005
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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of August 16, 2002, from JPMorgan Chase Bank (formerly known as Chase Manhattan Bank), a New York Banking Corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to United Vitamin Manufacturing Corporation, a New York corporation and a subsidiary of NBTY, Inc., a Delaware corporation with its principal place of business located at 90 Orville Drive, Bohemia, NY 11716.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, dated as of April 16, 1999, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 16, 1997 at Reel 1675 and Frame 0217;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK

By: _____

Name: William DeMilt

Title: Vice President

STATE OF NY)
) ss.:
COUNTY OF SUFFOLK)

On this 16th day of August, 2002, before me personally appeared WILLIAM DEMILLE to me known who, being by me duly sworn, did depose and say that he/she is VICE PRESIDENT of JPMorgan Chase Bank, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank.

STEPHEN ZAJAC
Notary Public, State of New York
No. 01ZA5020625
Qualified in Suffolk County
Commission Expires Jan. 10, 2006

Notary Public

(Affix Seal Below)

Schedule A

U.S. Trademark Registrations

Title	Reg. No.
COSMOPOLITAN BRAND	1,622,005