

11-22-04

Docket No.: 33636/31

D#C

FORM PTO-1595 (Modified) (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Copyright 1994-97 LegalStar P08/REV02

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11-01-2004

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



10/25/04

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Tab settings

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, DC 20514-0001. Enclosed original documents or copy thereof.

1. Name of conveying party(ies): **Deutsche Bank Trust Company Americas, f/k/a Bankers Trust Company**
Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: **Weider Nutrition International, Inc.**
Internal Address: _____
Street Address: **2002 South 5070 West**
City: **Salt Lake City** State: **UT** ZIP: **84104**
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **Release and Reassignment**
Execution Date: **June 30, 2004**

4. Application number(s) or registration numbers(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
09/180,654

B. Patent No.(s)
5,642,837 **6,117,429**
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Kevin B. Laurence**
Internal Address: _____
Street Address: **One Utah Center**
201 So. Main Street, Suite 1100
City: **Salt Lake City** State: **UT** ZIP: **84111**

6. Total number of applications and patents involved: **3**
7. Total fee (37 CFR 3.41):.....\$ **120.00**
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account
8. Deposit account number:
502375

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.
Kevin B. Laurence *Kevin B. Laurence* October **25**, 2004
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: **8**

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this "**Release**") is made as of June ~~30~~, 2004, by **DEUTSCHE BANK TRUST COMPANY AMERICAS**, a New York banking corporation, f/k/a Bankers Trust Company, acting in its capacity as agent (in such capacity, "**Agent**") for itself and the other financial institutions (collectively, "**Lenders**") from time to time parties to the Credit Agreement (as such term is defined below). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in such Credit Agreement.

WITNESSETH:

WHEREAS, Weider Nutrition Group, Inc., a Utah corporation ("**WNI**") is a wholly-owned subsidiary of Weider Nutrition International, Inc., a Delaware corporation ("**Grantor**");

WHEREAS, WNI, Agent and Lenders are parties to a certain Credit Agreement dated as of June 30, 2000 (the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered in favor of Agent (i) a certain Patent Security Agreement dated as of June 30, 2000 (the "**Patent Security Agreement**") and (ii) a certain General Security Agreement dated as of June 30, 2000, pursuant to which Grantor has granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Patents and Licenses (in each case as defined below) as security for the Obligations, including the Patents set forth on **Schedule A** hereto; and

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on **July 12, 2000**, in the Assignment Division at **Reel 010968, Frame 0440**; and

WHEREAS, Grantor has requested that Agent release its security interest in the "**Patent Collateral**" (as such term is defined herein below) and reassign the same to Grantor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the "**Patent Collateral**");

(a) patents, patent applications, including, without limitation, the United States federally registered patents and patent applications listed on **Schedule A** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in

connection therewith and damages and payments for past or future infringements, (iii) the right to sue for past, present and future infringements, and (iv) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (i)-(iv) in this paragraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

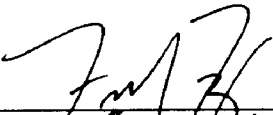
(b) rights under or interests in any patent license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those patent license agreements listed on **Schedule B** attached hereto and made a part hereof, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses, but excluding any patent license agreement if (and solely to the extent and for so long as) such patent license agreement, as the case may be, expressly prohibits such Grantor from granting any Lien thereon (all of the foregoing are hereinafter referred to collectively as the "Licenses").

2. Agent hereby reassigns, grants and conveys to Grantor without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest, if any, in and to the Patent Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**, a New York banking corporation,
as Agent

By: 
Name: FRANCESCO FAZIO
Title: DIRECTOR

**SCHEDULE A
TO
RELEASE AND REASSIGNMENT**

See Attached.

Schedule A
Patents and Pending Patent Applications

| <u>PATENT APPLICATIONS</u> | <u>FILING DATE</u> | <u>APPLICATION NO.</u> | <u>COUNTRY/ STATE</u> |
|-----------------------------------------------------|---------------------------|-------------------------------|------------------------------|
| 1. Structured Glycerols and structured phosphatides | 05 Nov 98 | 09/180,654 | USA |

| <u>PATENT</u> | <u>ISSUE DATE</u> | <u>PATENT NO.</u> | <u>COUNTRY/ STATE</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|------------------------------|
| 1. Vitamin Packet Dispenser Unit | 01 Jul 1997 | 5,642,837 | USA |
| 2. Novel Compositions and Treatments for reducing potential unwanted side effects associated with long-term administration of androgenic testosterone precursors | 12 Sep 2000 | 6,117,429 | USA |

**SCHEDULE B
TO
RELEASE AND REASSIGNMENT**

See Attached.

Schedule B
Patent License Agreements

Exclusive Procurement Agreement, dated May 1, 1997, between 1899 Limited LC and Weider Nutrition International, Inc.

Agreement with (or pertaining to George Eby) regarding a zinc product