

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Intellectual Property Collateral
CONVEYING PARTY DATA	
Name	Execution Date
Chrysallis, Inc.	07/10/2009
RECEIVING PARTY DATA	
Name:	Niadyne, Inc.
Street Address:	2530 Meridian Parkway, Suite 200
City:	Research Triangle Park
State/Country:	NORTH CAROLINA
Postal Code:	27713
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6287796
Patent Number:	6428972
CORRESPONDENCE DATA	
Fax Number:	(949)475-4754
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949-451-3800
Email:	skann@gibsondunn.com
Correspondent Name:	Stephanie Kann
Address Line 1:	3161 Michelson Drive
Address Line 4:	Irvine, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	19697-00047
NAME OF SUBMITTER:	Stephanie S. Kann
Total Attachments: 6 source=chrysallisrelease#page1.tif source=chrysallisrelease#page2.tif source=chrysallisrelease#page3.tif	

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RELEASE OF INTELLECTUAL PROPERTY COLLATERAL

This Release of Intellectual Property Collateral, dated as of July 10, 2009 (this "Release"), is granted by CHRYSALLIS, INC., a Delaware corporation (the "Company"), located at c/o Catterton Partners, 7 Greenwich Office Park, Suite 200, 599 West Putnam Avenue, Greenwich, CT 06830.

WHEREAS, the Company is the successor in interest to FREDERIC, LLC, a Delaware limited liability company ("Frederic") under (a) that certain Revolving Credit Agreement dated as of February 25, 2008 (as amended, the "Credit Agreement"; capitalized terms not otherwise defined herein have the respective meanings ascribed thereto in the Credit Agreement), by and between the Lenders party thereto, Frederic and NIADYNE, INC., a Delaware corporation (the "Borrower"); and (b) that certain Security Agreement dated as of February 25, 2008 (the "Security Agreement") by and between Borrower and Frederic, pursuant to which the Borrower granted a security interest in all right, title and interest of Borrower in, to and under all of the Trademarks and Patents listed on Exhibit A attached hereto (the "Pledged IP Assets"); and

WHEREAS, the Security Agreement is recorded at the United States Patent and Trademark Office at Reel 3729/Frame 0719 for Trademarks and Reel 020582/Frame 0253 for Patents; and

WHEREAS, the Company, on behalf of itself and the other Secured Parties, has agreed to release and discharge the security interest in the Pledged IP Assets granted by or under the Security Agreement and thereby remove of record the recordation of the Security Agreement against the Pledged IP Assets in accordance with the provisions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the Company hereby agrees as follows:

1. The Company, pursuant to the Credit Agreement, Security Agreement and each other Loan Document and on behalf of itself and the other Secured Parties, does hereby release and discharge the security interest granted to the Secured Parties in the Pledged IP Assets and terminate all of the Secured Parties' right, title and interest in, to and under the Pledged IP Assets, and all other proceeds of any and all of the foregoing, whether now owned or hereafter acquired or created, and thereby remove of record and discharge the recordation of the Security Agreement against the Pledged IP Assets.

2. The Company agrees to take such further action as may be reasonably requested by Borrower, from time to time, at Borrower's expense, to effectuate and carry out the provision and intent of this Release.

This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principals.

Delivery of an executed signature page of this Release by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the undersigned has caused this Release of Security Agreement to be executed and delivered as of the date first written above.

CHRYSALLIS, INC., as Secured Party


By: 
Name: _____
Title: _____

Exhibit A – Intellectual Property

Trademarks

Mark	Country	Application Number/Date	Registration Number/Date
N24	USA	78679793 7/27/2005	
NIA 24/7	Argentina	2381367 7/10/2002	2029169 5/30/2005
NIA 24/7	Argentina	2381368 10/16/2002	2068623 2/24/2006
NIA 24/7	Australia	918818 7/4/2002	918818 7/4/2002
NIA 24/7	Brazil	824737784 7/23/2002	824737784 8/7/2007
NIA 24/7	Brazil	824737792 7/23/2002	824737792 5/8/2007
NIA 24/7	Canada	1146621 7/17/2002	TMA646756 8/26/2005
NIA 24/7	China	3233440 7/5/2002	3233440 9/28/2003
NIA 24/7	China	3233340 7/5/2002	3233340 3/21/2004
NIA 24/7	European Community	27642998 7/4/2002	27642998 7/4/2002
NIA 24/7	Japan	2002/055992 7/4/2002	4823312 12/3/2004
NIA 24/7	Mexico	557288 7/19/2002	800717 7/23/2003
NIA 24/7	Mexico	557287 7/19/2002	772290 11/29/2002
NIA 24/7	Russian Federation	2002715267	255936

Mark	Country	Application Number/Date	Registration Number/Date
		8/9/2002	9/24/2003
NIA 24/7	USA	76384218 3/14/2002	
NIA PRODUCTS	USA	76358076 1/14/2002	2,744,360 7/29/2003
NIA24	USA	77351532 12/13/2007	3,471,879 7/22/2008
NIA24	USA	77351578 12/13/2007	3,471,881 7/22/2008
NIADYNE	Argentina	2377560 6/3/2002	1933018 6/19/2003
NIADYNE	Argentina	2377561 6/3/2002	1922376 4/15/2003
NIADYNE	Australia	915117 6/3/2002	915117 11/4/2002
NIADYNE	Brazil	824638921 6/4/2002	824638921 7/31/2007
NIADYNE	Brazil	824638930 6/4/2002	824638930 7/31/2007
NIADYNE	Canada	1142265 6/4/2002	642365 6/17/2005
NIADYNE	China	3197866 6/3/2002	3197866 12/21/2003
NIADYNE	China	3197865 6/3/2002	3197865 8/28/2003
NIADYNE	European Community	2722957 6/3/2002	2722957 6/3/2002
NIADYNE	Japan	2002/45794 6/3/2002	4675012 5/23/2003
NIADYNE	Mexico	549827 6/4/2002	783814 6/4/2003

Mark	Country	Application Number/Date	Registration Number/Date
NIADYNE	Mexico	549821 6/4/2002	924630 3/20/2003
NIADYNE	Russian Federation	2002/711129 6/4/2002	260494 6/4/2002
NIADYNE	USA	76345752 12/4/2001	2813649 2/10/2004
NIASOMES	USA	76357479 1/10/2002	2825821 3/23/2004
NIASPHERES	USA	78908778 6/15/2006	
Opposition to NIA (also in Korean Script) owned by Saerom Cosmetics Co Ltd.	Korea	40-2008-0035647 7/21/2008	
PRO-NAD	Argentina	2377563 6/3/2002	2004104 1/4/2005
PRO-NAD	Argentina	2377562 6/3/2002	1954381 10/8/2003
PRO-NAD	Australia	915116 6/3/2002	915116 6/3/2002
PRO-NAD	Brazil	824638905 6/4/2002	824638905 7/31/2007
PRO-NAD	Brazil	824638913 6/4/2002	824638913 7/31/2007
PRO-NAD	Canada	1142266 6/3/2002	TMA617567 8/25/2004
PRO-NAD	China	3197864 6/3/2002	3197864 1/28/2006
PRO-NAD	China	3197863 6/3/2002	3197863 2/21/2004
PRO-NAD	European Community	2722965	2722965

Mark	Country	Application Number/Date	Registration Number/Date
		6/3/2002	6/3/2002
PRO-NAD	Japan	2002/45795 6/3/2002	4695319 7/25/2003
PRO-NAD	Mexico	549826 6/4/2002	788079 6/4/2002
PRO-NAD	Mexico	549825 6/4/2002	788078 6/4/2002
PRO-NAD	Russian Federation	2002711128 6/4/2002	253556 6/4/2002
PRO-NAD	USA	76345753 12/4/2001	2,948,674 5/10/2005
PRO-NIACIN	USA	77351724 12/13/2007	3,471,889 7/22/2008
PRO-NIACIN	USA	Unfiled	
PRO-NIACIN	USA	77351738 12/13/2007	3,471,890 7/22/2008
PRONIASOMES	USA	76976213 1/7/2002	2,818,262 2/24/2004
PRONIASOMES	USA	76356018 1/7/2002	3,015,859 11/15/2005

Patents

Title	Country	Application Number/Date	Registration Number/Date
Biochemical Method to Measure Niacin Status in a Biological Sample	USA	09/334,782 6/16/1999	6,287,796 9/11/2001
Biochemical Method to Measure Niacin Status in a Biological Sample	USA	09/871,259 5/31/2001	6,428,972 8/6/2002