

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest In Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		11/03/2006	National Banking Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Solgar, Inc.
<b>Street Address:</b>	90 Orville Drive
<b>City:</b>	Bohemia
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11716
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 55**

Property Type	Number	Word Mark
Registration Number:	2063906	ABCDOPHILUS
Registration Number:	2691086	ADVANCED MULTI-BILLION DOPHILUS
Registration Number:	1376453	AMINO 75
Registration Number:	2907330	BOUNCIN' BERRY
Registration Number:	1436173	CAMBRIDGE
Registration Number:	2782187	DAILY HARVEST
Registration Number:	2810271	
Registration Number:	2501452	DYNAVITE
Registration Number:	2490131	DYNAVITE-PRIME
Registration Number:	2142764	EARTH SOURCE
Registration Number:	2536445	ENERGY MODULATORS
Registration Number:	1942897	GENTLE IRON
Registration Number:	2561734	GLUCOSE MODULATORS

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Registration Number:	1112582	
Registration Number:	2239662	GOLD SPECIFICS
Registration Number:	2494943	HEART SALT
Registration Number:	2547282	HOMOCYSTEINE MODULATORS
Registration Number:	1041613	HY-BIO
Registration Number:	2632428	IMMUNE SUPPORT ENERGY PRODUCING STRESS ADAPTOR
Registration Number:	2666115	IMMUNE SUPPORT ENERGY PRODUCING STRESS ADAPTORS
Registration Number:	2180209	ISO-SOY
Registration Number:	2861323	KANGAVITES
Registration Number:	2926991	
Registration Number:	2681761	LIP SOOTHE
Registration Number:	2588373	MICROBIAL MODULATORS
Registration Number:	2561733	MOOD MODULATORS
Registration Number:	1458960	MULTI II CAPS
Registration Number:	2124434	MULTI-BILLION DOPHILUS
Registration Number:	2149428	MULTI II
Registration Number:	1018276	NATURVITE
Registration Number:	1018278	NATURVITE
Registration Number:	2116983	OMNIUM
Registration Number:	2483411	OPTEIN
Registration Number:	2547966	OPTEIN
Registration Number:	2547962	OPTEIN
Registration Number:	2521050	
Registration Number:	2116987	PHYTO2X
Registration Number:	1024479	SOLAMINS
Registration Number:	1105419	SOLGAR
Registration Number:	2684329	SOLGAR
Registration Number:	1141226	SOLGAR
Registration Number:	2446924	SOY FROM NATURE
Registration Number:	2506417	TRIUMPH
Registration Number:	2506420	TRIUMPH
Registration Number:	2320934	V
Registration Number:	2637438	VISION GUARD

Registration Number:	1016242	VITAREX
Registration Number:	1629787	VM-2000
Registration Number:	1049361	VM-75
Registration Number:	2505275	VM-PRIME
Registration Number:	2042265	WHEY TO GO
Registration Number:	2108887	WHEY TO GO
Serial Number:	78049514	SOLOVITE
Serial Number:	78284298	
Serial Number:	78244808	WILD ABOUT NUTRITION

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	11/08/2006

**Total Attachments: 5**

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**Trademark Release of Reel-Frame 003137-0701**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of November 3, 2006 ("Effective Date") by and between NBTY, Inc., the other Grantors party to the Security Agreement (collectively, "Grantors"), and JPMorgan Chase Bank, N.A., as Administrative Agent (f/k/a JPMorgan Chase Bank) ("Grantee").

**WHEREAS**, pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement, dated as of July 24, 2003, as amended and modified as of the Effective Date by and between Grantors and Grantee (the "Security Agreement"), each Grantor pledged, assigned and granted to Grantee a continuing first priority security interest in and lien on and right of set-off against all of its right, title and interest in and to its Trademarks (as defined in the Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule A hereto (collectively, the "Trademarks") together with the goodwill associated therewith;

**WHEREAS**, Grantors and Grantee entered into the Security Agreement pursuant to the terms and conditions of that certain Credit Agreement, dated as of July 24, 2003, as amended and modified as of the Effective Date by and between Grantors and Grantee (the "Credit Agreement");

**WHEREAS**, the Security Agreement and subsequent filings in respect thereof were recorded with the United States Patent and Trademark Office ("PTO") at Reel 003137/Frame 0701 on August 9, 2005;

**AND WHEREAS**, Grantors have paid all of its outstanding indebtedness to Grantee under the Credit Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks.

If and to the extent Grantee has acquired any right, title or interest to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to Grantors.

Grantee shall take all further actions, and provide to Grantors and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantors to more fully and effectively effectuate the purpose of this Release.

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

EXHIBIT "A"  
TO RELEASE OF TRADEMARKS  
AND  
TRADEMARK APPLICATIONS  
FROM

JPMORGAN CHASE BANK, N.A., as Administrative Agent  
TO NBTY, INC.

United States Registrations

Trademark	Registration No.	Owner
ABCDOPHILUS	2063906	SOLGAR, Inc.
ADVANCED MULTI-BILLION DOPHILU	2691086	SOLGAR, Inc.
AMINO 75	1376453	SOLGAR, Inc.
BOUNCIN' BERRY	2907330	SOLGAR, Inc.
CAMBRIDGE	1436173	SOLGAR, Inc.
DAILY HARVEST	2782187	SOLGAR, Inc.
DAILY HARVEST DESIGN MARK	2810271	SOLGAR, Inc.
DYNAVITE	2501452	SOLGAR, Inc.
DYNAVITE-PRIME	2490131	SOLGAR, Inc.
EARTH SOURCE STYLIZED	2142764	SOLGAR, Inc.
ENERGY MODULATORS	2536445	SOLGAR, Inc.
GENTLE IRON	1942897	SOLGAR, Inc.
GLUCOSE MODULATORS	2561734	SOLGAR, Inc.
GOLD LABEL DESIGN	1112582	SOLGAR, Inc.
GOLD SPECIFICS AND DESIGN	2,239,662	SOLGAR, Inc.
HEART SALT	2,494,943	SOLGAR, Inc.
HOMOCYSTEINE MODULATORS	2547282	SOLGAR, Inc.
HY-BIO	1041613	SOLGAR, Inc.
IMMUNE SUPPORT. ENERGY PRODUCI	2632428	SOLGAR, Inc.
IMMUNE SUPPORT. ENERGY PRODUCI	2666115	SOLGAR, Inc.
ISO-SOY & DESIGN	2180209	SOLGAR, Inc.
KANGAVITES	2861323	SOLGAR, Inc.
KANGAVITES DESIGN	2926991	SOLGAR, Inc.
LIP SOOTHE AND DESIGN	2681761	SOLGAR, Inc.
MICROBIAL MODULATORS	2588373	SOLGAR, Inc.
MOOD MODULATORS	2561733	SOLGAR, Inc.
MULTI II CAPS	1458960	SOLGAR, Inc.
MULTI-BILLION DOPHILUS	2124434	SOLGAR, Inc.
MULTI-II	2149428	SOLGAR, Inc.
NATURVITE	1018276	SOLGAR, Inc.
NATURVITE	1018278	SOLGAR, Inc.

OMNIUM	2116983	SOLGAR, Inc.
OPTEIN	2,483,411	SOLGAR, Inc.
OPTEIN	2547966	SOLGAR, Inc.
OPTEIN	2547962	SOLGAR, Inc.
PERSON HOLDING CIRCLE DESIGN	2521050	SOLGAR, Inc.
PHYTO2 X AND DESIGN	2116987	SOLGAR, Inc.
SOLAMINS	1024479	SOLGAR, Inc.
SOLGAR	1105419	SOLGAR, Inc.
SOLGAR	2684329	SOLGAR, Inc.
SOLGAR & LOGO	1141226	SOLGAR, Inc.
SOY FROM NATURE AND DESIGN OF	2,446,924	SOLGAR, Inc.
TRIUMPH	2,506,417	SOLGAR, Inc.
TRIUMPH AND DESIGN	2,506,420	SOLGAR, Inc.
V	2,320,934	SOLGAR, Inc.
VISION GUARD	2637438	SOLGAR, Inc.
VITAREX	1016242	SOLGAR, Inc.
VM-2000	1629787	SOLGAR, Inc.
VM-75	1049361	SOLGAR, Inc.
VM-PRIME	2,505,275	SOLGAR, Inc.
WHEY TO GO	2042265	SOLGAR, Inc.
WHEY TO GO DESIGN	2108887	SOLGAR, Inc.

**United States Applications**

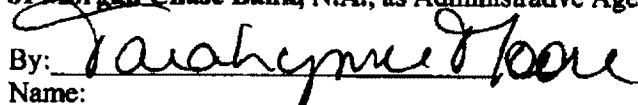
<b>Trademark</b>	<b>Application No.</b>	<b>Owner</b>
SOLOVITE	78/049514	SOLGAR, Inc.
V STYLIZED	78/284298	SOLGAR, Inc.
WILD ABOUT NUTRITION	78/244808	SOLGAR, Inc.

**IN WITNESS WHEREOF**, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date and further declares that:

An agreement has been executed with respect to the release reported herein;

JPMorgan Chase Bank, N.A. has a good faith intention to consummate the release of the security interest described herein.

**JPMorgan Chase Bank, N.A., as Administrative Agent**

By: 

Name:

Title: **Tara Lynne Moore**  
Vice President

NY3:87400181