

08-20-2003

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

RE



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

102530000

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

1. Name of conveying party(ies): 8.11.03 JP Morgan Chase Bank, as Administrative Agent
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: NBTY, Inc.
Internal
Address:
Street Address: 90 Orville Drive
City: New York State: NY Zip: 11716
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State Delaware
[] 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? [X] Yes [] No

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[X] Other Release of Security Interest
Execution Date: 07/23/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) SEE EXHIBIT A ATTACHED HERETO
B. Trademark Registration No.(s) SEE EXHIBIT A ATTACHED HERETO
Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Tonya Chapple
Internal Address: a/c CSC
Street Address: 80 State St.
City: Albany State: NY Zip: 12209

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
James P. Murphy
Name of Person Signing
Signature
August 5, 2003
Date

08/20/2003 GT0N11 00000020 2055378
01 FC:8521 40.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002804 FRAME: 0346

CONTINUATION OF ITEM TWO FROM THE RECORDATION SHEET

2. Name of receiving party(ies):

NATURE'S BOUNTY INC. (DE Corporation)

NATURE BOUNTY, INC. (NY Corporation)

VITAMIN WORLD, INC. (DE Corporation)

PURITAN'S PRIDE, INC. (DE Corporation)

ARCO PHARMACEUTICALS, INC. (DE Corporation)

NATURAL WEALTH NUTRITION CORPORATION (DE Corporation)

FOUNTAIN PUBLISHING, INC. (NY Corporation)

OMNI VITAMIN AND NUTRITION CORP. (DE Corporation)

UNITED VITAMIN MANUFACTURING CORP. (NY Corporation)

THE HUDSON CORPORATION (NY Corporation)

GOOD 'N NATURAL MANUFACTURING CORP. (DE Corporation)

PRIME NATURAL HEALTH LABORATORIES, INC. (CA Corporation)

AMERICAN HEALTH, INC. (NV Corporation)

NATURE'S BOUNTY MANUFACTURING CORP. (DE Corporation)

NABARCO ADVERTISING ASSOCIATES, INC. (NY Corporation)

HERBAL HARVEST, INC. (DE Corporation)

NUTRITION HEADQUARTERS (DE), INC. (DE Corporation)

HOLLAND & BARRETT, LTD. (NY Corporation)

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

JP MORGAN CHASE BANK, as Administrative Agent
TO NBTY, INC.

United States Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>OWNER</u>
Flex-a-Min	2,055,378	NBTY, Inc.

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of July 23, 2003 ("Effective Date") by and between NBTY, Inc., the other Grantors party to the Security Agreement (collectively, "Grantors"), and JPMorgan Chase Bank, which is the legal successor to The Chase Manhattan Bank ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Guarantee and Collateral Agreement, dated as of April 16, 1999, as amended and modified by and between Grantors and Grantee (the "Security Agreement"), Grantors 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 Schedules 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 Amended and Restated Credit Agreement, dated as of April 16, 1999, as amended and modified 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 001907/Frame 0101 on June 9, 1999;

AND WHEREAS, Grantors have paid all of its outstanding indebtedness to Grantee.

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 purposes of this Release.

IN WHITNESS 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 is the legal successor to The Chase Manhattan Bank;

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

JPMorgan Chase Bank, as Administrative Agent

By: 

Name: William A. DeMilt, Jr.

Title: Vice President

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

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

**JP MORGAN CHASE BANK, as Administrative Agent
TO NBTY, INC.**

United States Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>OWNER</u>
Flex-a-Min	2,055,378	NBTY, Inc.