

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Agent		08/28/2006	Association:
RECEIVING PARTY DATA			
Name:	Elan Nutrition, Inc.		
Street Address:	4490-44th Street SE		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49512		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2933708	NUTRA-CRÉME	
Serial Number:	76487474	NUTRA-GLACÉ	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	366522		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		

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Date:

09/05/2006

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Elan Nutrition, Inc., a Delaware corporation ("Debtor"), with its principal place of business at 74490 44th St. SE, Grand Rapids, Michigan 49512 granted a security interest in and lien upon certain trademarks, trademark applications and related rights to PNC Bank, National Association, as Agent ("Secured Party") as set forth in the Trademark Security Agreement, dated as of November 20, 2003, by Debtor in favor of Secured Party (the "Trademark Security Agreement");

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 10, 2003 at Reel 2761, Frame 0569;

WHEREAS, Debtor has requested that Secured Party release and reassign its interest in the trademarks and trademark applications more fully identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. releases and reassigns to Debtor any and all liens, security interests, right, title and interest of Secured Party pursuant to the Trademark Security Agreement in the trademarks and trademark applications more fully identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind;
2. agrees that any power of attorney or similar rights granted by Debtor to Secured Party pursuant to or in connection with the Trademark Security Agreement is terminated; and
3. authorizes and requests that the Patent and Trademark Office note and record the existence of the release hereby given.

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer this 28 day of August, 2006.

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: Albert E. Partridge III
Name: Albert E. Partridge III
Title: Vice President

STATE OF NC)
) ss.:
COUNTY OF Mitchell

On the 28 day of August 2006, before me personally came Albert Partridge, to me known, who being by me duly sworn, did depose and say, that he/she is the Vice President of PNC Bank, National Association and that the foregoing instrument was signed on behalf of such corporation by order of said entity.

Stephanie O'Madigan

Notary Public

My commission expires: Aug. 22, 2010

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS
LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

Mark	Application No.	Registration No.	Registration Date
NUTRA-GLACÉ	76487474		
NUTRA-CRÉME	76493140	2933708	3/15/2005

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