

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TD BANK, N.A.		06/25/2010	BANK: CONNECTICUT
RECEIVING PARTY DATA			
Name:	ULTIMATE NUTRITION, INC.		
Street Address:	21 HYDE ROAD		
City:	FARMINGTON		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3658096	DAILY COMPLETE FORMULA	
CORRESPONDENCE DATA			
Fax Number:	(212)292-5391		
Email:	mail@ipcounselors.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	William C. Wright		
Address Line 1:	60 East 42nd Street, Suite 2410		
Address Line 4:	New York, NEW YORK 10165		
ATTORNEY DOCKET NUMBER:	UN		
NAME OF SUBMITTER:	William C. Wright		
Signature:	/William C. Wright/		
Date:	12/01/2011		
Total Attachments: 2 source=DOC120111rel#page1.tif source=DOC120111rel#page2.tif			

OP \$40.00 3658096

**TERMINATION AND RELEASE OF TRADEMARK
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated as of June 25, 2010, by and between ULTIMATE NUTRITION, INC., a corporation organized and existing under the laws of the State of Connecticut, located and doing business at 21 Hyde Road, Farmington, Connecticut 06032 (hereinafter 'Ultimate') and TD BANK, N.A., a national banking association, with an office at 102 West Main Street, New Britain, Connecticut 06050 (hereinafter 'Bank').

WHEREAS, pursuant to the terms of Loan and Security Agreement dated March 17, 2009 ('Loan Agreement') and a Trademark Collateral Assignment and Security Agreement of that same date ('Security Agreement') between Ultimate and the Bank, Ultimate granted to the Bank a security interest in and lien on its trademarks, its applications thereof, registrations thereof, and associated goodwill (hereinafter 'Trademarks'); and

WHEREAS, the parties have agreed to release the lien on all of Ultimate's Trademarks and terminate the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank and Ultimate hereby agree as follows:

1. Release. The Bank hereby releases the lien on all of Ultimate's Trademarks and terminates the Security Agreement, effective as of the date set forth above.
2. Acknowledgment and Acceptance. Ultimate hereby accepts the foregoing release and termination by the Bank.
3. Counterparts. This Termination and Release may be executed in any number of counterparts, and each counterpart, when executed, shall have the same effect as if the signature on each such counterpart were upon the same instrument. Photographic, facsimile and/or PDF copies of such signed counterparts may be used in lieu of the originals for any purpose.

[SIGNATURES ON FOLLOWING PAGE]

TRADEMARK
REEL: 004299 FRAME: 0948
TRADEMARK
REEL: 004669 FRAME: 0705

IN WITNESS WHEREOF, the Bank and Ultimate have executed this Release, to take effect as of the date first set forth above.

ULTIMATE NUTRITION, INC.

Dated: June 25, 2010

By: Elizabeth A. Rubino
Elizabeth A. Rubino

Title: President

TD BANK, N.A.

Dated: June 25, 2010

By: Patricia Tomlinson
Patricia Tomlinson

Title: Vice President