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



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

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

1. Name of conveying party(ies): Bankers Trust Company One Bankers Trust Plaza New York, New York 10006 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other commercial bank Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Solaray, Inc. Internal Address: 2815 Industrial Drive Street Address: City: Ogden State: Utah Zip: 84404 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Utah [] 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? [] Yes [] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Release Execution Date: 01/28/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached B. Trademark Registration No.(s) Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Danice Kowalczyk, Esq. Internal Address: White & Case 1155 Avenue of the Americas Street Address: City: New York State: New York Zip: 10036

6. Total number of applications and registrations involved: 12 7. Total fee (37 CFR 3.41): \$ 315.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 23-1705 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Danice Kowalczyk, Esq. [Signature] 2/21/02 03/19/02 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

04/05/2002 6TON11 00000004 1748087

01 FC:481 40.00 DP 02 FC:482 275.00 DP

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

TRADEMARK REEL: 002475 FRAME: 0727

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ARE YOU TOO CHICKEN TO TRY LIPS	1,748,087	01/26/93
BIOPULSE	1,523,133	02/07/89
CRANACTIN	1,659,208	10/01/91
CRANBECIN	1,655,401	11/19/91
LIPS PLUS Design and Chicken Design	1,749,789	02/02/93
LIPS with CHICKEN Design	1,769,647	05/11/93
MEXIYAM	2,074,474	06/24/97
MIGRAGARD	2,035,659	02/04/97
PROSTAGEUM	1,644,928	05/21/91
PURE THERAPY and Design	1,746,747	01/19/93
PURE THERAPY	1,881,109	02/28/95
SOLARAY	1,221,385	12/28/82

TRADEMARK RELEASE

This Release granted on this 28th day of January, 2002, by Bankers Trust Company, as Collateral Agent ("Collateral Agent"), to Solaray, Inc., a Utah corporation with principal offices at 2815 Industrial Drive, Ogden, Utah 84404 ("Assignor"), as follows:

W I T N E S S E T H

WHEREAS, the Assignor has heretofore granted to the Collateral Agent a security interest in certain U.S. trademarks, trademark registrations and trademark applications as more particularly set forth on Schedule A attached hereto (the "Marks") to secure the Obligations (as defined in the Security Agreement, dated February 25, 1998 (as amended from time to time), between the Collateral Agent and the Assignor (the "Security Agreement")); and

WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Marks, and more particularly, (i) the security interest in the trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after February 25, 1998 for infringement of any of the Marks or unfair competition regarding the same, and granted to Collateral Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on March 24, 1998 at Trademark Reel 1705, Frame 0994 in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,

has caused this instrument to be executed under seal on the date first written above.

Dated: January __, 2002

BANKERS TRUST COMPANY,
as Collateral Agent

By *Mary Kay Coyle*

Name:

Title:

Mary Kay Coyle
Managing Director

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

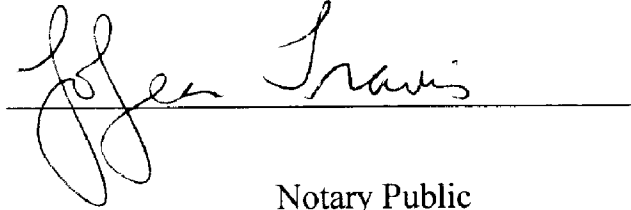
On this ____ day of January, 2002, before me personally appeared MARY KAY

COYLE, to me known who, being by me duly sworn, did depose and say that ~~he~~/she is

MANAGING DIRECTOR of Bankers Trust Company described herein and which executed the

foregoing instrument and that ~~he~~ signed ^{her} ~~his~~ name thereto pursuant to the authority granted by

CORPORATION.



Notary Public
JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003