

10-27-2004

Docket No.:

33636/31

TRADEMARI



ONLY

102868500

original documents or copy thereof.

To the Director of the United States Patent and Tr

1. Name of conveying party(ies):

**Deutsche Bank Trust Company Americas
f/k/a Bankers Trust Company**

- Individual(s)
- General Partnership
- Corporation-State **New York**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Release and Reassignment**
- Merger
- Change of Name

Execution Date: **June 30, 2004**

2. Name and address of receiving party(ies):

Name: **Weider Nutrition International, Inc.**

Internal Address:

Street Address: **2002 South 5070 West**

City: **Salt Lake City** State: **UT** ZIP: **84104**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)

**See attached
Schedule A**

B. Trademark / Service Mark Registration No.(s)

**See attached
Schedule A**

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Michael E. Mangelson**

Internal Address:

10/26/2004 6TON11 00000069 1641869

**01 FC:8521 40.00 OP
02 FC:8522 2075.00 OP**

Street Address: **One Utah Center**

201 So. Main Street, Suite 1100

City: **Salt Lake City** State: **UT** ZIP: **84111**

6. Total number of applications and registrations involved:.....

84

7. Total fee (37 CFR 3.41):.....\$ **\$2,115.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502375

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.

Michael E. Mangelson

Name of Person Signing

Signature

October **22**, 2004

Date

Total number of pages including cover sheet, attachments, and

9

SCHEDULE A

Name	Application No	Application Date	Registration No	Registration Date
ANABOLIC MEGA-PAKS			1,641,869	23-Apr-91
ANDROSTENE COMPLETE			2,298,668	07-Dec-99
BODY NATURALS			1,305,697	20-Nov-84
CALCICAPS			792,494	13-Jul-65
CALCIWAFER			792,495	13-Jul-65
COLD FREE			2,225,114	23-Feb-99
CREATINE ATP			2,269,976	10-Aug-99
CREATINE 9500 EX	75/405968	28-Sep-99		17-Jan-01
DIET RUSH			2,564,009	23-Apr-02
DIET STACK	75/728399	14-Jun-99		
DYNAMIC BODY SHAPER			1,995,662	20-Aug-96
DYNAMIC FAT BURNERS			1,797,471	12-Oct-93
DYNAMIC MUSCLE BUILDER			1,574,274	01-Dec-95
DYNAMIC WEIGHT GAINER			2,194,794	13-Oct-98
ENZYMALL			2,551,747	26-Mar-02
EXCEED			1,369,757	12-Nov-85
EXCEL			1,332,802	30-Apr-85
EXCEL			2,284,326	12-Oct-99
FAT BURNERS			1,851,268	30-Aug-94
FI-BAR			1,469,926	22-Dec-87
FIRMALOSS			1,284,033	03-Jul-84
GIANT MEGA MASS			2,132,578	27-Jan-98
GREAT AMERICAN NUTRITION			2,159,794	26-May-98
GUIDED MINERALS			2,197,145	20-Oct-98
HEAT HIGH ENERGY ADVANCED				
THERMOGENIC			2,349,392	16-May-00
HIGH PERFORMANCE			2,256,279	29-Jun-99
HYPERCARB2			2,531,235	22-Jan-02
HYPERDRIVE 360			2,468,988	17-Jul-01
ION-X			2,633,765	15-Oct-02
JOE WEIDER (stylized signature)			2,240,151	20-Apr-99
JOE WEIDER MEGABOLIC			2,248,564	01-Jun-99
JOINT FREE	75/493326	29-May-98	2,756,441	26-Aug-03
KNOCK OUT			2,080,045	15-Jul-97
LEAN SOLUTION			1,892,547	02-May-95
M MUSCLE TRIBE AND DESIGN			2,392,522	10-Oct-00
MASS 1000			2,187,244	08-Sep-98
MC2			2,365,598	11-Jul-00
MEGA RIPPED			2,027,120	31-Dec-96
MEGA-MASS			1,542,203	14-Jul-95
MEN'S PERFORMANCE			2,352,938	30-May-00
METABASICS			2,220,819	26-Jan-99
METACUTS			2,252,967	15-Jun-99
METAFORM HEAT			2,210,144	15-Dec-98
MISC FLOWER DESIGN			2,650,954	19-Nov-02
MOVE FREE			2,412,935	12-Dec-00
MULTIPOWER			2,499,541	23-Oct-01
MUSCLE TRIBE			2,261,312	13-Jul-99
NEURODRIVE			2,249,133	01-Jun-99

SCHEDULE A

Name	Application No	Application Date	Registration No	Registration Date
NION			800,202	14-Dec-65
NITROSPARE	75/528162	30-Jul-98	2,817,631	24-Feb-04
OPTIZONE			2,352,188	23-May-00
PAIN FREE			2,538,955	19-Feb-02
PAIN FREE			1,366,058	15-Oct-85
PAIN-FREE HP			2,299,138	14-Dec-99
PCO+			2,215,956	05-Jan-99
PERFORMANCE PROTEIN	75/881043	22-Dec-99		
PET FORTE			2,256,742	29-Jun-99
PHENCAL			2,232,126	16-Mar-99
PROFESSIONAL			2,190,078	15-Sep-98
PROTON			2,162,493	01-Mar-96
PUREPRO			2,362,610	27-Jun-00
RAY-D			792,493	13-Jul-65
RE-CREATE			2,200,904	03-Nov-98
REBAR			2,373,632	01-Aug-00
RECOVERY STACK			2,502,984	30-Oct-01
REGENEX			2,306,123	04-Jan-00
SCHIFF			2,225,004	23-Feb-99
SCIENCE LABS NUTRITION	75/405970	16-Dec-97	2,341,768	11-Apr-00
SDP-50			2,488,499	11-Sep-01
SEQUENCED DELIVERY PROTEIN			2,503,267	30-Oct-01
SHAPING YOUR FUTURE			2,548,948	19-Mar-02
SIXTY YEARS OF EXCELLENCE WEIDER and bust design			2,502,331	30-Oct-01
SUPER ENZYMALL			2,551,748	26-Mar-02
SUPER MEGA MASS 2000			2,302,009	21-Dec-99
ULTRA HIGH PERFORMANCE			2,246,993	25-May-99
ULTRA LEAN			1,908,091	01-Aug-95
ULTRA WHEY PRO			2,388,249	19-Sep-00
ULTRAAC			2,504,928	06-Nov-01
V COMPLETE			2,225,789	23-Feb-99
VICTORY			2,157,964	19-May-98
VITALIREST			2,143,348	10-Mar-98
W and design			2,369,751	25-Jul-00
WEIDER			1,361,341	24-Sep-85
WEIDER SPORTS	75/791970	04-Sep-99		

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this "**Release**") is made as of June 30, 2004, by **DEUTSCHE BANK TRUST COMPANY AMERICAS**, a New York banking corporation, f/k/a Bankers Trust Company, acting in its capacity as agent (in such capacity, "**Agent**") for itself and the other financial institutions (collectively, "**Lenders**") from time to time parties to the Credit Agreement (as such term is defined below). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in such Credit Agreement.

WITNESSETH:

WHEREAS, Weider Nutrition Group, Inc., a Utah corporation ("**WNI**") is a wholly-owned subsidiary of Weider Nutrition International, Inc., a Delaware corporation ("**Grantor**");

WHEREAS, WNI, Agent and Lenders are parties to a certain Credit Agreement dated as of June 30, 2000 (the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered in favor of Agent (i) a certain Trademark Security Agreement dated as of June 30, 2000 (the "**Trademark Security Agreement**") and (ii) a certain General Security Agreement dated as of June 30, 2000, pursuant to which Grantor has granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Trademarks and Licenses (in each case as defined below) as security for the Obligations, including the Trademarks set forth on **Schedule A** hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on **July 12, 2000**, in the Assignment Division at **Reel 002113, Frame 02662**; and

WHEREAS, Grantor has requested that Agent release its security interest in the "**Trademark Collateral**" (as such term is defined herein below) and reassign the same to Grantor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the "**Trademark Collateral**");

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the United States federally registered trademarks, registered trademarks, trademark

applications, service marks, registered service marks and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and **(i)** all renewals thereof, **(ii)** all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, **(iii)** the right to sue for past, present and future infringements and dilutions thereof, **(iv)** the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and **(v)** all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in **clauses (i)-(v)** in this **paragraph (a)**, are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

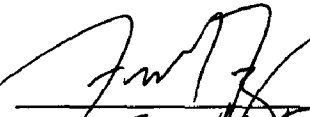
(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on **Schedule B** attached hereto and made a part hereof but, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses, but excluding any trademark license agreement or service mark license agreement if (and solely to the extent and for so long as) such trademark license agreement or service mark license agreement, as the case may be, expressly prohibits such Grantor from granting any Lien thereon (all of the foregoing are hereinafter referred to collectively as the "**Licenses**").

2. Agent hereby reassigns, grants and conveys to Grantor without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest, if any, in and to the Trademark Collateral.

*– Remainder of Page Intentionally Left Blank –
[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**, a New York banking corporation,
as Agent

By: 
Name: Frank Frasio
Title: Director

**SCHEDULE A
TO
RELEASE AND REASSIGNMENT**

See Attached.

**SCHEDULE B
TO
RELEASE AND REASSIGNMENT**

See Attached.

Schedule B
Trademark License Agreements

<u>Company</u>	<u>Type of Agreement</u>
CHR Hansen BioSystems	Trademark License Agreement (Probiotech)
Nutraceutix, Inc. Biochemix, Inc.	Royalty, Exclusive Sublicense Agreement; Amendment Number One to Royalty and Exclusive Sublicense Agreement
Protein Technologies International	Trademark License Agreement (Protein Soy)
Sabinsa Corporation	Trademark License Agreement (Bioperine)
Vanson, Inc.	Trademark License Agreement (Chitosan Granular)