

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABLECO, L.L.C.		04/03/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ATKINS NUTRITIONALS, INC.
Street Address:	150 East 55th Street
Internal Address:	2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: NEW YORK

Name:	BORA BORA, LTD
Street Address:	1050 17th Street
Internal Address:	Suite 1000
City:	Denver
State/Country:	COLORADO
Postal Code:	80265
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2699457	ATKINS
Registration Number:	2708481	ATKINS
Registration Number:	2689974	ATKINS
Registration Number:	2828890	A ATKINS ENDULGE
Registration Number:	2689975	A ATKINS
Registration Number:	2918447	A ATKINS ADVANTAGE

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Registration Number:	3276454	COFFEE BREAK
Registration Number:	3041807	ATKINS ENDULGE
Registration Number:	3041808	ATKINS ADVANTAGE
Registration Number:	3953825	ATKINS
Registration Number:	3550245	BORA BORA

CORRESPONDENCE DATA

Fax Number: 2125562222
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 556 2100
Email: trademarks@kslaw.com, clee@kslaw.com, vbantug@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 1185 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036-4003

ATTORNEY DOCKET NUMBER:	08522/251039 ATKINS TMS
NAME OF SUBMITTER:	Vicky R. Bantug, Paralegal
Signature:	/Vicky R. Bantug/
Date:	04/09/2013

Total Attachments: 5
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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of April 3, 2013, from ABLECO, L.L.C., a Delaware limited liability company ("Ableco"), in its capacity as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Financing Agreement, dated as of December 8, 2010 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Financing Agreement") and the other Secured Parties, in favor the entities listed on the signature pages hereof (each, a "Grantor" and, collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Financing Agreement, Grantor and the Agent entered into that certain Trademark Security Agreement dated as of December 8, 2010 (the "Trademark Security Agreement"), in favor of the Agent, under which Grantor granted to the Agent a Lien on and security interest in all of such Grantor's right, title and interest in, to and under certain intellectual property, including the items set forth of Exhibit I, and the other Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on Reel 4428, Frame 0548; and

WHEREAS, each Grantor has paid all of its outstanding indebtedness to the Agent, and the Agent now desires to terminate and release the entirety of any and all security interest it may have in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, the Trademark Security Agreement.

2. Release of Security Interest. Agent hereby (i) terminates, cancels, releases, and discharges any and all security interest it may have in the Trademark Collateral, including, without limitation, the trademarks listed in Exhibit I attached hereto, (ii) terminates the Trademark Security Agreement, and (iii) re-assigns to each Grantor any right, title and interest it may have in, to and under the Trademark Collateral. Any and all right, title, or interest of Agent in, to, and under such Trademark Collateral and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do any such other acts and provide to Grantor, its successors, assigns or other legal representatives all such cooperation and assistance, as may be reasonably

requested by each Grantor to more fully and effectively effect the release of any and all security interest it may have in the Trademark Collateral contemplated hereby.

4. Governing Law. This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS by its duly authorized officer as of the date first above written.

ABLECO, L.L.C.,
as Collateral Agent

By: _____
Name: *Daniel Wolf*
Title: *Senior Managing Director*

ACCEPTED AND AGREED
as of the date first above written:

ATKINS NUTRITIONALS, INC.,
a New York corporation

By: _____
Name:
Title:

BORA BORA, LTD.
a Colorado corporation

By: _____
Name:
Title:

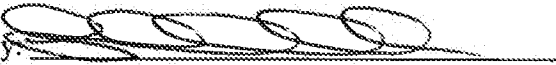
IN WITNESS WHEREOF, the undersigned has executed this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS by its duly authorized officer as of the date first above written.

ABLECO, L.L.C.,
as Collateral Agent

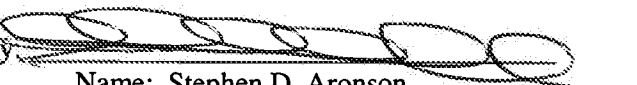
By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

ATKINS NUTRITIONALS, INC.,
a New York corporation

By: 
Name: Stephen D. Aronson
Title: Authorized Signatory

BORA BORA, LTD.
aColorado corporation

By: 
Name: Stephen D. Aronson
Title: Authorized Signatory

**EXHIBIT I
TO THE TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

U.S. Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
Atkins Nutritionals, Inc.	ATKINS	76/225,468 2,699,457	3/16/01 3/25/03
Atkins Nutritionals, Inc.	ATKINS	76/225,469 2,708,481	3/16/01 4/22/03
Atkins Nutritionals, Inc.	ATKINS	76/225,470 2,689,974	3/16/01 2/25/03
Atkins Nutritionals, Inc.	ATKINS ENDULGE	76/225,471 2,828,890	3/16/01 4/6/04
Atkins Nutritionals, Inc.	ATKINS A Logo	76/225,472 2,689,975	3/16/01 2/25/03
Atkins Nutritionals, Inc.	A ATKINS ADVANTAGE & Design	76/504,608 2,918,447	4/8/03 1/18/05
Atkins Nutritionals, Inc.	COFFEE BREAK	78/535,009 3,276,454	12/18/04 8/7/07
Atkins Nutritionals, Inc.	ATKINS ENDULGE	78/620,073 3,041,807	4/29/05 1/10/06
Atkins Nutritionals, Inc.	ATKINS ADVANTAGE	78/620,112 3,041,808	4/29/05 1/10/06
Atkins Nutritionals, Inc.	ATKINS	85/043,652 3,953,825	5/20/10 5/3/2011
Bora Bora Ltd.	BORA BORA	78/685,082 3,550,245	8/3/05 12/23/08

Trademark License Agreements

- Trademark license agreement between Robert C. Atkins and Atkins Nutritionals, Inc., dated February 15, 2001, for use of the Atkins name and associated trademarks