

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOLLAND & BARRETT RETAIL LIMITED		02/10/2016	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Vitamin World, Inc.		
Street Address:	4320 Veterans Memorial Highway		
City:	Holbrook		
State/Country:	NEW YORK		
Postal Code:	11741		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76044613	PRECISION ENGINEERED	
CORRESPONDENCE DATA			
Fax Number:	6312186366		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	631-244-2125		
Email:	ip@nbty.com		
Correspondent Name:	Vitamin World, Inc.		
Address Line 1:	4320 Veterans Memorial Highway		
Address Line 2:	Legal		
Address Line 4:	Holbrook, NEW YORK 11741		
ATTORNEY DOCKET NUMBER:	PE (H&B TO VW)		
NAME OF SUBMITTER:	Sofya Peysekhman		
SIGNATURE:	/sp/		
DATE SIGNED:	02/12/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), dated as of February 10, 2016 (the "Effective Date"), is by and between Holland & Barrett Retail Limited, a company registered in England and Wales ("Assignor") and Vitamin World, Inc., a Delaware corporation, ("Assignee") (each, a "Party" and collectively, the "Parties").

WHEREAS, Assignor desires to sell, convey, assign, and transfer to Assignee, which desires to accept, all of Assignor's right, title, and interest in and to all the trademarks set forth on Schedule A hereto, together with the goodwill associated with and symbolized by any of the foregoing, and all applications, registrations, renewals, and extensions therefor (collectively, the "Assigned Marks").

NOW, THEREFORE, for good and valuable consideration, including without limitation the entry of Assignee into the Trademark License Agreement between the Parties of even date herewith, the Parties agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's worldwide right, title and interest in and to the Assigned Marks, together with the goodwill associated therewith and symbolized thereby, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, exclusive rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof and (c) grant licenses or other interests therein. Notwithstanding the foregoing, this Assignment will be construed as an agreement to assign to sell, convey, assign and transfer (and not a present sale, conveyance, assignment and transfer) of any Assigned Mark with respect to a jurisdiction in which this Assignment, were it construed as a present sale, conveyance, assignment and transfer, would impair the subsequent lawful and effective execution and recordation of a necessary jurisdiction-specific form.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including without limitation any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee to effect, perfect, register, maintain, defend, enforce or otherwise exploit the rights assigned herein, including without limitation: (a) the preparation and prosecution of any applications or registrations assigned herein; and (b) the prosecution or

defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to any facts relating to the rights assigned herein. If Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by the Assignor.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

6. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the federal courts located in New York, New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

Holland & Barrett Retail Limited Corporation

By: [Signature]
Name: Harvey Kamil
Title: Director

Acknowledged and Accepted:

Vitamin World, Inc.

By: [Signature]
Name: Joseph Looney
Title: Vice President

THE STATE OF NEW YORK

County of Suffolk

This instrument was executed before me on this 10 day of February, 2016 by Joseph Looney, the Vice President (title) of Vitamin World, Inc., a Delaware corporation, on behalf of said corporation.

KERRYANNE UCCI
NOTARY PUBLIC, State of New York
No. 01UC6030585
Qualified in Suffolk County
Commission Expires Sept. 13, 20

12/12/17

[Signature]
Notary Public in and for
The State of New York

Kerryanne Ucci
Printed or Typed Name of Notary

My commission expires 12/12/2017

SCHEDULE A TO TRADEMARK ASSIGNMENT

	Trademark	Country	Reg. No.
1.	Precision Engineered	United States	76044613