

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		02/16/2016	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Vitamin World, Inc.		
Street Address:	2100 Smithtown Ave.		
City:	Ronkonkoma		
State/Country:	NEW YORK		
Postal Code:	11779		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2036955	VITAMIN WORLD	
Registration Number:	1035168	VITAMIN WORLD	
Registration Number:	2224374	VITAMIN WORLD	
Registration Number:	2238924	VITAMIN WORLD	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	048929-0005		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	02/16/2016		
Total Attachments: 5			

OP \$115.00 2036955

source=NBTY - Vitamin World IP Release (executed)#page1.tif
source=NBTY - Vitamin World IP Release (executed)#page2.tif
source=NBTY - Vitamin World IP Release (executed)#page3.tif
source=NBTY - Vitamin World IP Release (executed)#page4.tif
source=NBTY - Vitamin World IP Release (executed)#page5.tif

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL, dated as of February 16, 2016 (this "**Release**"), is made by Barclays Bank PLC, as administrative agent (in such capacity, the "**Administrative Agent**"), in favor of Vitamin World, Inc., a Delaware corporation (the "**Grantor**").

WITNESSETH

WHEREAS, NBTY, Inc. (the "**Borrower**") is party to that certain Credit Agreement, dated as of October 1, 2010, by and among the Borrower, Alphabet Holding Company, Inc. ("**Holdings**"), the several lenders party thereto and Barclays Bank PLC, as administrative agent (as heretofore amended, supplemented or otherwise modified from time to time, including but not limited to, as amended by the First Amendment and Refinancing Agreement, dated as of March 1, 2011, the Second Amendment Agreement, dated as of October 11, 2012, the Third Amendment and Second Refinancing Agreement, dated as of March 21, 2013, and the Fourth Amendment and Third Refinancing Agreement, dated as of November 20, 2014, the "**Credit Agreement**");

WHEREAS, pursuant to the Credit Agreement, the Grantor, among others, and the Administrative Agent entered into a Security Agreement, dated as of October 1, 2010 (as heretofore amended, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, the Grantor, among others, executed the Intellectual Property Security Agreement, dated as of October 1, 2010 (the "**Intellectual Property Security Agreement**") and recorded with the U.S. Patent and Trademark Office on October 22, 2010 at Reel/Frame No. 4302/0364, pursuant to which the Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Grantor's right, title and interest in, to and under the Collateral (as defined in the Intellectual Property Security Agreement);

WHEREAS, in accordance with the terms of the release letter dated on or about the date of this Release (the "**Release Letter**") and given by the Administrative Agent, the Borrower intends to Dispose (as defined in the Credit Agreement) of the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent agrees as follows:

The Administrative Agent hereby TERMINATES, without recourse, representation or warranty of any kind or nature, and RELEASES, without recourse, representation or warranty of any kind or nature its security interest in the Collateral set forth in Schedule A, attached hereto and incorporated herein by reference.

The Administrative Agent agrees to provide the Grantor with any additional authorization reasonably necessary to effect the release of the Administrative Agent's security interest in the Collateral set forth in Schedule A hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Release by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC,
as Administrative Agent

By: 
Name: Christopher R. Lee
Title: Vice President

[Trademark Release]

TRADEMARK
REEL: 005733 FRAME: 0108

VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	307120185	307120185	Registered	Hong Kong	04-Apr-2003	12-Dec-2003
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	5444	784	Registered	Iceland	23-Dec-2004	05-Apr-2005
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	140788	140788	Registered	Israel	07-Aug-2001	07-Aug-2003
VITAMIN WORLD, INC.	VITAMIN WORLD & Design	1709967	192580	Registered	Israel	25-Nov-1999	
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	3968	4426917	Registered	Japan	07-Jan-1999	20-Oct-2001
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	57879	57879	Registered	Sweden	17-Jan-2000	17-Jan-2000
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	45795	45198	Registered	Kuwait	15-Feb-2000	15-Feb-2000
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	96104485732	61771	Registered	Latvian	28-Nov-1999	28-Nov-1999
VITAMIN WORLD, INC.	VITAMIN WORLD & Design	603639	603683	Registered	New Zealand	25-Nov-1999	08-Jan-2003
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	109912286	322449	Registered	Norway	28-Nov-1999	17-Apr-2000
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	67882	62070	Registered	Oman	23-Dec-1999	29-Mar-2000
VITAMIN WORLD, INC.	Vitamin World & Design		R-131439	Registered	Poland		
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	373051	373051	Registered	Portugal	12-Jan-2003	30-Sep-2004
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	328393	328393	Registered	Portugal	27-Jan-1998	06-Jul-1999
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	27281	27281	Registered	Qatar	14-Feb-2000	22-Jun-2000
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	94729275	256151	Registered	Russian Federation	03-Dec-1994	03-Dec-1994
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	318649	197221	Registered	Swazilia	01-Dec-1994	10-Dec-1999
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	9921837	1999031817	Registered	South Africa	24-Nov-1999	07-Mar-2003
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	35483	26587	Registered	United Arab Emirates	22-Mar-2000	02-Jun-2003
VITAMIN WORLD, INC.	VITAMIN WORLD & Design	75472739	2224274	Registered	United States of America	17-Mar-1998	16-Feb-1999
VITAMIN WORLD, INC.	VITAMIN WORLD & Design	78479677	2230924	Registered	United States of America	31-Mar-1998	13-Apr-1998
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	318906	318906	Registered	Uruguay	02-Dec-1997	10-Aug-2000
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	51771	28884	Registered	Yemen Republic of	24-Apr-2005	19-Feb-2008
VITAMIN WORLD, INC.	VITAMIN WORLD & DESIGN	822605501	822605501	Registered	Zanzibar	29-Mar-2007	29-Jan-2008