

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nature's Bounty (NY), Inc.	FORMERLY Nature's Bounty, Inc.	07/13/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	The Nature's Bounty Co. (f/k/a NBTY, Inc.)		
Street Address:	2100 Smithtown Avenue		
City:	Ronkonkoma		
State/Country:	NEW YORK		
Postal Code:	11779		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0963384	NATURE'S BOUNTY	
CORRESPONDENCE DATA			
Fax Number:	6312187341		
<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:	7326881156		
Email:	ip@nbty.com		
Correspondent Name:	Sofya Nadgorny		
Address Line 1:	2100 Smithtown Avenue		
Address Line 2:	Legal Department		
Address Line 4:	Ronkonkoma, NEW YORK 11779		
NAME OF SUBMITTER:	Sofya Nadgorny		
SIGNATURE:	/sn/		
DATE SIGNED:	07/17/2017		
Total Attachments: 6			
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QUITCLAIM TRADEMARK ASSIGNMENT

This **QUITCLAIM TRADEMARK ASSIGNMENT** (the "Assignment"), dated as of July 13, 2017 (the "Effective Date"), is by and between Nature's Bounty (NY), Inc., a New York corporation (f/k/a Nature's Bounty, Inc., a New York corporation) ("Assignor"), and The Nature's Bounty Co., a Delaware corporation (f/k/a NBTY, Inc., a Delaware corporation) ("Assignee") (each, a "Party" and collectively, the "Parties").

WHEREAS, Assignee owns all right, title, and interest in and to the trademark 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 Mark").

WHEREAS, the chain of title for the Assigned Mark as recorded with the United States Patent and Trademark Office ("USPTO") has given rise to doubt as to Assignee's ownership of the Assigned Mark and, in particular, as to whether Assignor owns such Assigned Mark.

WHEREAS, Assignor and Assignee wish to place on file with the USPTO a document that reflects Assignee's ownership of the Assigned Mark and to dispel any confusion as to the ownership of the Assigned Mark.

WHEREAS, in order to accomplish the foregoing Assignor wishes to assign to Assignee any and all right, title, and interest it may have in the Assigned Mark.

WHEREAS, for purposes of clarity the Parties wish to document that NBTY, Inc., a Delaware corporation, which appears in the chain of title of the Assigned Mark as recorded with the USPTO, is the previous name of Assignee, and Nature's Bounty, Inc., a New York corporation, is the previous name of Assignor. In connection with the filing of this Assignment with the USPTO, Assignee will also file a document with the USPTO noting the change of name from NBTY, Inc., a Delaware corporation to The Nature's Bounty Co., a Delaware corporation.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Mark, 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.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar, to record Assignee as the owner of the Assigned Mark, and to issue any and all Assigned Mark 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 Mark.

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.

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.

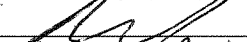
7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be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

Nature's Bounty (NY), Inc.


By:  _____

Name: Stratis Philippis

Title: Senior Vice President, General Counsel ~~Secretary~~

ASSIGNEE:

The Nature's Bounty Co.

By:  _____

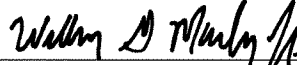
Name: Stratis Philippis

Title: Senior Vice President, General Counsel ~~Secretary~~

THE STATE OF NEW YORK

County of Suffolk

This instrument was executed before me on this 13th day of July, 2017, by Stratis Philippis, the Senior Vice President, General Counsel & Secretary of Nature's Bounty (NY), Inc., a New York Corporation, on behalf of said corporation.



Notary Public in and for
The State of New York

William G. Macholz Jr.

Printed or Typed Name of Notary

My commission expires April 10, 2018

William G. Macholz Jr.
Notary Public, State of New York
No. 02MA6143491
Qualified in Nassau County
Commission Expires April 10, 2018

THE STATE OF NEW YORK

County of Suffolk

This instrument was executed before me on this 13th day of July, 2017, by Stratis Philippis, the Senior Vice President, General Counsel & Secretary of The Nature's Bounty Co., a Delaware Corporation, on behalf of said corporation.

William D. Malby Jr.

Notary Public in and for
The State of New York

William G. Macholz Jr.

Printed or Typed Name of Notary

My commission expires April 10, 2018

William G. Macholz Jr.
Notary Public, State of New York
No. 02MA6143491
Qualified in Nassau County
Commission Expires April 10, 2018

Schedule A to Quitclaim Trademark Assignment

<u>Trademark Name</u>	<u>Country Name</u>	<u>App Number</u>	<u>RegNumber</u>	<u>Class</u>	<u>FilDate</u>	<u>RegDate</u>
NATURE'S BOUNTY	United States of America	72398245	0963384	05 Int.	26-Jul-1971	10-Jul-1973