

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548718

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.		09/25/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Holland & Barrett International Limited		
Street Address:	Samuel Ryder House, Barling Way		
Internal Address:	Eliot Park, Nuneaton		
City:	Warwickshire		
State/Country:	NEW YORK		
Postal Code:	CV10 7RH		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2482175	HOLLAND & BARRETT	
CORRESPONDENCE DATA			
Fax Number:	8453597798		
<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:	845-359-7700		
Email:	trademark@notaromichalos.com		
Correspondent Name:	Notaro Michalos & Zaccaria P.C.		
Address Line 1:	100 Dutch Hill Road, Suite 240		
Address Line 4:	Orangeburg, NEW YORK 10962		
DOMESTIC REPRESENTATIVE			
Name:	Notaro Michalos & Zaccaria P.C.		
Address Line 1:	100 Dutch Hill Road, Suite 240		
Address Line 4:	Orangeburg, NEW YORK 10962		
NAME OF SUBMITTER:	Nader A. Abadir		
SIGNATURE:	/J1293-072-NA-DF/		
DATE SIGNED:	11/08/2019		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment"), dated as of September 25, 2019 (the "Effective Date"), is by and between Nature's Bounty (NY), Inc., 2100 Smithtown Avenue, Ronkonkoma, New York, 11779, USA, a New York corporation ("Assignor") and Holland & Barrett International Limited, Samuel Ryder House, Barling Way, Eliot Park, Nuneaton, Warwickshire, CV10 7RH, UK, a UK Limited Company, ("Assignee") (each, a "Party" and collectively, the "Parties").

WHEREAS, Holland & Barrett, Ltd., merged with and into Assignor on December 19, 2018.

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 the trademark set forth in Schedule A hereto, together with the goodwill associated with and symbolized by any of the foregoing, and the registration therefor (collectively, the "Assigned Mark").

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 solely with respect to the relevant jurisdiction indicated in Schedule A, together with the goodwill associated therewith and symbolized thereby, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto in such jurisdiction, 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 to record Assignee as the owner of the Assigned Mark, and to issue the 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 authority 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, 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

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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 made to bind the Parties' 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. All such counterparts together shall constitute one and the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party.

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

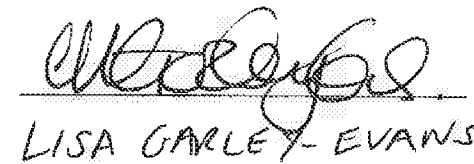
Title: Sr. Vice President, General Counsel & Secretary

Acknowledged and Accepted:

Holland & Barrett International Limited

By: _____

Name:



Title:

GENERAL COUNSEL

SCHEDULE A TO TRADEMARK ASSIGNMENT

Trademark	Country	Registration no.	Filing date
HOLLAND & BARRETT	United States of America	2482175	July 13, 2000

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