

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (ABL)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EB Foods, LLC		03/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	One Bryant Park		
Internal Address:	32nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90016367	BOUNTIFUL COMPANY	
Serial Number:	90100703	THE BOUNTIFUL COMPANY	
Serial Number:	90100686	THE BOUNTIFUL COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124553222		
Email:	jmull@stblaw.com		
Correspondent Name:	Alexander Raytman		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	003144/0003		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	03/15/2021		
Total Attachments: 5			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of March 15, 2021, is made by EB Foods, LLC (the “Grantor”), in favor of Bank of America, N.A., as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain ABL Credit Agreement, dated as of September 26, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), among Clover Intermediate Holdings Inc., a Delaware corporation (“Holdings”), Clover Merger Sub Inc., a Delaware corporation and a Wholly-Owned Restricted Subsidiary of Holdings (“Merger Sub” and, at any time prior to the consummation of the Acquisition, the “Lead Borrower”), Alphabet Holding Company, Inc., a Delaware corporation (the “Company” and, upon and at any time after the consummation of the Acquisition, the “Lead Borrower”), each of the U.S. subsidiaries of the Lead Borrower party thereto (the “ABL Borrowers” and each, an “ABL Borrower” and, together with the Lead Borrower, the “Borrowers”), the lending institutions from time to time parties thereto (each, a “Lender” and, collectively, the “Lenders”) and Bank of America, N.A., as the Administrative Agent, the Collateral Agent, the Letter of Credit Issuer and the Swingline Lender for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the ABL Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers, the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrowers and the Swingline Lender has agreed to extend credit in the form of Swingline Loans, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the ABL Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the ABL Security Agreement, dated as of September 26, 2017 in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “ABL Security Agreement”);

WHEREAS, pursuant to the ABL Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks and associated goodwill, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the ABL Credit Agreement, to induce the Lenders to make their respective Extensions of Credit under the ABL Credit Agreement, and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrowers and/or their Restricted Subsidiaries, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the ABL Credit Agreement and the ABL Security Agreement.
2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks including the associated goodwill that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise),

in full of the Obligations ;provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the ABL Security Agreement and is expressly subject to the terms and conditions thereof. The ABL Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the ABL Credit Agreement and the ABL Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the ABL Security Agreement, the terms of the ABL Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the ABL Credit Agreement, the terms of the ABL Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or as any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and electronic signatures or the keeping of records in electronic form shall be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties hereto hereby represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents, including having the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system.

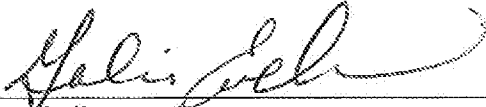
6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EB FOODS, LLC,
as the Grantor

By: Stratis Philippis
Name: Stratis Philippis
Title: vice President and Secretary

BANK OF AMERICA, N.A., as the Collateral
Agent

By: 

Name: Galina Evelson

Title: Senior Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007221 FRAME: 0518

SCHEDULE A

Trademark Registrations and Applications

Trademark Name	App Number	Reg Number	Owner
BOUNTIFUL COMPANY	90/016,367		EB Foods, LLC
THE BOUNTIFUL COMPANY	90/100,703		EB Foods, LLC
THE BOUNTIFUL COMPANY (Stylized/Design)	90/100,686		EB Foods, LLC