

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666729

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	8

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as collateral agent		08/09/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	American Health, Inc.
Street Address:	2100 Smithtown Avenue
City:	Ronkonkoma
State/Country:	NEW YORK
Postal Code:	11779
Entity Type:	Corporation: NEVADA
Name:	Nature's Bounty (NY), Inc.
Street Address:	2100 Smithtown Avenue
City:	Ronkonkoma
State/Country:	NEW YORK
Postal Code:	11779
Entity Type:	Corporation: NEW YORK
Name:	Puritan's Pride, Inc.
Street Address:	2100 Smithtown Avenue
City:	Ronkonkoma
State/Country:	NEW YORK
Postal Code:	11779
Entity Type:	Corporation: NEW YORK
Name:	Worldwide Sport Nutritional Supplements, Inc.
Street Address:	2100 Smithtown Avenue
City:	Ronkonkoma
State/Country:	NEW YORK
Postal Code:	11779
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5879916	EVERCLEN
Registration Number:	5735573	MAC + MAYA
Registration Number:	5822835	NOURISH WHAT'S INSIDE
Registration Number:	6229886	PURITAN'S PERKS
Registration Number:	6229887	WELLNESS IS REWARDING
Serial Number:	90142660	PURE PROTEIN

CORRESPONDENCE DATA

Fax Number: 2125305219

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.

Phone: 2125305243

Email: dcip@milbank.com, ehyla@milbank.com

Correspondent Name: Eric Hyla, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 27465.91800

NAME OF SUBMITTER: Eric Hyla

SIGNATURE: /Eric Hyla/

DATE SIGNED: 08/11/2021

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 9, 2021 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as the collateral agent (the “Agent”), in favor of American Health, Inc., Nature’s Bounty (NY), Inc., Puritan’s Pride, Inc., and Worldwide Sport Nutritional Supplements, Inc. (each a “Grantor” and collectively the “Grantors”).

WHEREAS, pursuant to that certain 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”) and that certain Grant of Security Interest in Trademark Rights, dated as of February 2, 2021 (the “Trademark Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a lien on and security interest in and to certain collateral, including those Trademarks listed on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 2, 2021 at Reel 7178 / Frame 0174;

WHEREAS, the Grantors desire Agent to release, discharge, terminate, and cancel its lien on and security interest in the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks set forth on Schedule A hereto;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have their respective meanings ascribed in or otherwise referenced in the Security Agreement and the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable domestic government officer record this Release.

6. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


7. Electronic Signatures. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof. Any signature to this Release may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

8. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in
its capacity as administrative agent

By: 

Name: Galina Evelson

Title: Senior Vice President

SCHEDULE A

Trademark Registrations and Applications:

Trademark	Registration No.	Application No.	Owner
everclēn	5879916	88373511	American Health, Inc.
Nourish What's Inside	5822835	87909795	Puritan's Pride, Inc.
MAC + MAYA	5735573	88062499	Nature's Bounty (NY), Inc. (f/k/a Nature's Bounty, Inc.)
PURITAN'S PERKS	6229886	88785486	Puritan's Pride, Inc.
WELLNESS IS REWARDING	6229887	88785514	Puritan's Pride, Inc.
PURE PROTEIN	N/A	90142660	Worldwide Sport Nutritional Supplements, Inc.