

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666746

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		08/09/2021	Aktiengesellschaft (Ag): SWITZERLAND

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

TRADEMARK

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:	28302.74000
NAME OF SUBMITTER:	Eric Hyla
SIGNATURE:	/Eric Hyla/
DATE SIGNED:	08/11/2021

Total Attachments: 4
source=NBTY - First Supplemental Trademark Release (Second Lien) (EXECUTED)#page1.tif
source=NBTY - First Supplemental Trademark Release (Second Lien) (EXECUTED)#page2.tif
source=NBTY - First Supplemental Trademark Release (Second Lien) (EXECUTED)#page3.tif
source=NBTY - First Supplemental Trademark Release (Second Lien) (EXECUTED)#page4.tif

RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 9, 2021 (the “Effective Date”), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, 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 Second Lien Security Agreement, dated as of September 26, 2017, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”) and as reaffirmed by 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 0332;

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 the respective meanings ascribed in or otherwise referenced in the Security Agreement or 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.

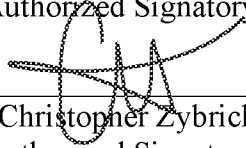
8. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[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:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, acting in its capacity as collateral
agent**

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Christopher Zybrick
Title: Authorized Signatory

SCHEDULE A

Trademark	Registration No.	Application No.	Owner
everclēn	5,879,916	88373511	American Health, Inc.
MAC + MAYA	5,735,573	88062499	Nature's Bounty (NY), Inc.
Nourish What's Inside	5,822,835	87909795	Puritan's Pride, Inc.
PURITAN'S PERKS	6,229,886	88785486	Puritan's Pride, Inc.
WELLNESS IS REWARDING	6,229,887	88785514	Puritan's Pride, Inc.
PURE PROTEIN	N/A	90142660	Worldwide Sport Nutritional Supplements, Inc.