

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4613248

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NBTY ACQUISITION, LLC	09/26/2017
NBTY MANUFACTURING, LLC	09/26/2017
REXALL SUNDOWN, INC.	09/26/2017
THE ESTER C COMPANY	09/26/2017
THE NATURE'S BOUNTY CO.	09/26/2017
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	ONE BRYANT PARK
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	6767899
Patent Number:	7338942
Patent Number:	6887492
Patent Number:	6426110
Patent Number:	D631347
Patent Number:	6358526
Patent Number:	6197813
Patent Number:	6468980
Patent Number:	6878744
Patent Number:	7438903
Patent Number:	7416750
Patent Number:	7803366
CORRESPONDENCE DATA	
Fax Number:	(202)835-7586
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.	

PATENT

Phone: 2028357500
Email: dcip@milbank.com
Correspondent Name: KRISTIN YOHANNAN, ESQ.
Address Line 1: 1850 K STREET, NW, SUITE 1100
Address Line 2: MILBANK, TWEED, HADLEY & MCCLOY, LLP
Address Line 4: WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	28302.74000
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NAME OF SUBMITTER:	KRISTIN L. YOHANNAN
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SIGNATURE:	/s/ Kristin L. Yohannan
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DATE SIGNED:	09/26/2017
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Total Attachments: 5

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of September 26, 2017, is made by the parties listed on the signature page hereto (each, a "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 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 subsidiary of Holdings ("Merger Sub" and, at any time prior to the consummation of the Acquisition, the "Lead Borrower"), which, on the Closing Date, shall be merged with 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 Patents, 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 Grantors hereby agree 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 Patents 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.

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.

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.

NBTY Acquisition, LLC,
as Grantor

NBTY Manufacturing, LLC,
as Grantor

Rexall Sundown, Inc.,
as Grantor

The Ester C Company,
as Grantor

The Nature's Bounty Co.,
as Grantor

By: 

Name: Stratis Philippis

Title: Senior Vice President, General Counsel & Secretary

[Signature Page to ABL Grant of Security Interest in Patent Rights]

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

By: _____

Name: *Edgar Escobedo*

Title: SVP

A handwritten signature in dark ink, appearing to read 'Edgar Escobedo', written over a horizontal line.

[Signature Page to ABL Grant of Security Interest in Patent Rights]

SCHEDULE A

Patents and Patent Applications

Title	Registration No.	Application No.	Owner
COMPOSITION AND METHOD FOR TREATMENT OF CONDITIONS HAVING AN INFLAMMATORY COMPONENT	6,767,899	09/650,055	NBTY Acquisition, LLC
COMPOSITION AND METHOD FOR MAINTAINING HEALTHY MOBILE JOINTS AND CARTILAGE	7,338,942	10/865,404	NBTY Acquisition, LLC
MAGNESIUM PLUS INTERACTIVE AGENT DELIVERY	6,887,492	10/017,478	NBTY Acquisition, LLC
LOW-CARBOHYDRATE HIGH-PROTEIN CREAMER POWDER	6,426,110	09/638,518	NBTY Manufacturing, LLC
CONTAINER CLOSURE	D631,347	29/337,666	NBTY Manufacturing, LLC
METHOD OF MAKING TABLETS AND TABLET COMPOSITIONS PRODUCED THEREFROM	6,358,526	09/639,780	Rexall Sundown, Inc.
STABLE LIQUID MINERAL ASCORBATE COMPOSITIONS AND METHODS OF MANUFACTURE AND USE	6,197,813	09/331,342	The Ester C Company
METHODS AND COMPOSITIONS FOR POTENTIATING CANCER CHEMOTHERAPEUTIC AGENTS	6,468,980	09/654,377	The Ester C Company
VITAMIN C COMPOSITIONS	6,878,744	10/362,867	The Ester C Company
METHODS AND COMPOSITIONS THAT ENHANCE BIOAVAILABILITY OF COENZYME-Q10	7,438,903	10/840,423	The Nature's Bounty Co.
COMPOSITION TO PROVIDE MAINTENANCE AND NUTRITIONAL SUPPORT IN GLYCEMIC CONTROL DEFICITS	7,416,750	11/710,893	The Nature's Bounty Co.
METHODS AND COMPOSITIONS THAT ENHANCE BIOAVAILABILITY OF COENZYME-Q10	7,803,366	12/197,686	The Nature's Bounty Co.