

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4613626

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE (REEL 038697 / FRAME 0846)

CONVEYING PARTY DATA

Name	Execution Date
BANK OF AMERICA, N.A.	09/26/2017

RECEIVING PARTY DATA

Name:	NBTY, INC.
Street Address:	2100 SMITHTOWN AVENUE
City:	RONKONKOMA
State/Country:	NEW YORK
Postal Code:	11779
Name:	NBTY ACQUISITION, LLC
Street Address:	2100 SMITHTOWN AVENUE
City:	RONKONKOMA
State/Country:	NEW YORK
Postal Code:	11779
Name:	NBTY MANUFACTURING, LLC
Street Address:	2100 SMITHTOWN AVENUE
City:	RONKONKOMA
State/Country:	NEW YORK
Postal Code:	11779
Name:	THE ESTER C COMPANY
Street Address:	2100 SMITHTOWN AVENUE
City:	RONKONKOMA
State/Country:	NEW YORK
Postal Code:	11779

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	6767899
Patent Number:	6887492
Patent Number:	7338942
Patent Number:	D631347
Patent Number:	7438903

PATENT

Property Type	Number
Patent Number:	7416750
Patent Number:	6197813
Patent Number:	6878744

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: DORIS KA

SIGNATURE: /Doris Ka/

DATE SIGNED: 09/27/2017

Total Attachments: 5

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Bank of America, N.A.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: _____ 1. NBTY, Inc.
_____ 2. NBTY Acquisition, LLC
Internal Address: _____ 3. NBTY Manufacturing, LLC
_____ 4. The Ester C Company

Street Address: 2100 Smithtown Avenue

City: Ronkonkoma

State: NY

Country: USA Zip: 11779

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 26, 2017

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Release (Reel 038697 / Frame 0846)

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See attached Schedule A

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3569

Docket Number: 08061.1121 (Term)

Email Address: dka@cahill.com

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

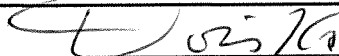
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

September 26, 2017

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS (this “Release”), dated as of September 26, 2017 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as the administrative agent (the “Agent”), in favor of the grantors identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of May 5, 2016, 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”), the Grantors granted to the Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral, including those listed on Schedule A attached hereto (the “Patent Collateral”);

WHEREAS, pursuant to the Intellectual Property Security Agreement, the Grantors executed and delivered a Intellectual Property Security Agreement, dated as of May 5, 2016 (the “Intellectual Property Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on May 12, 2016 at Reel/Frame 038697/0846;

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 Intellectual Property 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 Patent Collateral, arising under the Security Agreement and the Intellectual Property Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Patent Collateral under the Intellectual Property 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 Intellectual Property 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 Patents and any other applicable domestic government officer record this Release.

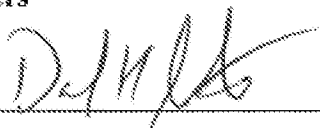
6. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7. Governing Law. This Release and all matters arising out of or relating in any way whatsoever to this Release (whether in contract, tort or otherwise) shall be governed by, construed and interpreted in accordance with, the law 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 for the
Lenders**

By:  _____

Name **David H. Strickert**
Title: **Managing Director**

GRANTORS:

**NBTY Acquisition, LLC
NBTY Manufacturing, LLC
NBTY, Inc.
The Ester C Company**

SCHEDULE A

	<u>Grantor</u>	<u>Patent Titles</u>	<u>Patent No.</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
1.	NBTY Acquisition, LLC	Composition And Method For Treatment Of Conditions Having An Inflammatory Component	US 6767899	09650055	08/29/2000	07/27/2004
2.	NBTY Acquisition, LLC	Magnesium Plus Interactive Agent Delivery	US 6887492	10017478	12/14/2001	05/03/2005
3.	NBTY Acquisition, LLC	Composition And Method For Maintaining Healthy Mobile Joints And Cartilage	US 7338942	10865404	06/09/2004	03/04/2008
4.	NBTY Manufacturing, LLC	Container Closure	D631347	29337666	05/27/2009	01/25/2011
5.	NBTY, Inc.	Methods And Compositions That Enhance Bioavailability Of Coenzyme- Q10	US 7438903	10840423	05/07/2004	10/21/2008
6.	NBTY, Inc.	Composition to provide maintenance and nutritional support in glycemic control deficits	US 7416750	11710893	02/26/2007	08/26/2008
7.	The Ester C Company	Stable Liquid Mineral Ascorbate Compositions And Methods Of Manufacture And Use	US 6197813	09331342	06/15/1999	03/06/2001
8.	The Ester C Company	Vitamin C Compositions	US 6878744	10362867	06/27/2003	04/12/2005