

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6859007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT	08/09/2021

RECEIVING PARTY DATA

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:	REXALL SUNDOWN, INC.
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
Name:	THE NATURE'S BOUNTY CO.
Street Address:	2100 SMITHTOWN AVENUE
City:	RONKONKOMA
State/Country:	NEW YORK
Postal Code:	11779

PROPERTY NUMBERS Total: 12

PATENT

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

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ATTORNEY DOCKET NUMBER: 28302.74000

NAME OF SUBMITTER: ERIC HYLA

SIGNATURE: /Eric Hyla/

DATE SIGNED: 08/11/2021

Total Attachments: 4

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RELEASE OF FIRST LIEN SECURITY INTEREST IN PATENTS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN PATENTS (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 NBTY Acquisition, LLC, NBTY Manufacturing, LLC, Rexall Sundown, Inc., The Ester C Company, and The Nature’s Bounty Co., (each a “Grantor” and collectively the “Grantors”).

WHEREAS, pursuant to that certain First 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 Patent Rights, dated as of September 26, 2017 (the “Patent 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 Patents listed on Schedule A attached hereto;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on September 26, 2017 at Reel 043698 / Frame 0122;

WHEREAS, the Grantors desire Agent to release, discharge, terminate, and cancel its lien on and security interest in the Collateral (as defined in the Patent Security Agreement), including, without limitation, the Patents 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 Patent 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 Patent 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 Security Agreement or Patent 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 Patent 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. 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.

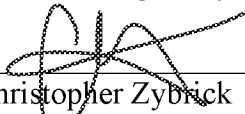
8. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[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

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 BountyCo.
COMPOSITION TO PROVIDE MAINTENANCE AND NUTRITIONAL SUPPORT IN GLYCEMIC CONTROL DEFICITS	7,416,750	11/710,893	The Nature's BountyCo.
METHODS AND COMPOSITIONS THAT ENHANCE BIOAVAILABILITY OF COENZYME-Q10	7,803,366	12/197,686	The Nature's BountyCo.

PATENT