

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATKINS NUTRITIONALS, INC.		04/03/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, As Collateral Agent		
Street Address:	11 Madison Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2918447	A ATKINS ADVANTAGE	
Registration Number:	2699457	ATKINS	
Registration Number:	2708481	ATKINS	
Registration Number:	2689974	ATKINS	
Registration Number:	3953825	ATKINS	
Registration Number:	2689975	A ATKINS	
Registration Number:	3041808	ATKINS ADVANTAGE	
Registration Number:	3041807	ATKINS ENDULGE	
Registration Number:	3276454	COFFEE BREAK	
Serial Number:	85189419	SIMPLY GOOD	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$265.00 2918447

Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F144169
NAME OF SUBMITTER:	MEGAN M. TEIXEIRA
Signature:	/MEGAN M. TEIXEIRA/
Date:	04/03/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 3, 2013, between ATKINS NUTRITIONALS, INC., a New York corporation (the “**Grantor**”), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Atkins Nutritionals Holdings II, Inc. (the “**Borrower**”), Atkins Nutritionals Holdings, Inc., the Lenders party thereto, and Credit Suisse AG, as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement dated as of April 3, 2013 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Second Lien Guarantee and Collateral Agreement dated as of April 3, 2013 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”) and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each exclusive Trademark License to which the Grantor is a party, including, without limitation, each exclusive Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any exclusive Trademark License (including, without limitation, any exclusive Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ATKINS NUTRITIONALS, INC.

By:

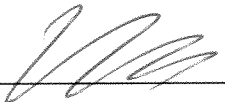


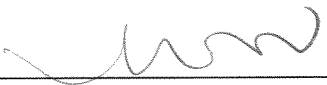
Name: Stephen D. Aronson

Title: Authorized Signatory

Acknowledged:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent

By: 
Name: _____
Title: **Kevin Buddhew**
Vice President

By: 
Name: _____
Title: **Alex Verdone**
Associate

**Schedule 1
to Trademark Security Agreement**

ATKINS NUTRITIONALS, INC.

U.S. TRADEMARKS

COUNTRY NAME	APPLICANT	MARK / TITLE	APPLICATION/REGISTRATION NUMBER	DATE FILED	STATUS
United States of America	Atkins Nutritionals, Inc.	A ATKINS ADVANTAGE (w/design)	76/504,608 2918447	Apr 8, 2003	Registered
United States of America	Atkins Nutritionals, Inc.	ATKINS	76/225,468 2699457	Mar 16, 2001	Registered
United States of America	Atkins Nutritionals, Inc.	ATKINS	76/225,469 2708481	Mar 16, 2001	Registered
United States of America	Atkins Nutritionals, Inc.	ATKINS	76/225,470 2689974	Mar 16, 2001	Registered
United States of America	Atkins Nutritionals, Inc.	ATKINS	85/043,652 3953825	May 20, 2010	Registered
United States of America	Atkins Nutritionals, Inc.	ATKINS A LOGO (w/design)	76/225,472 2689975	Mar 16, 2001	Registered
United States of America	Atkins Nutritionals, Inc.	ATKINS ADVANTAGE	78/620,112 3041808	Apr 29, 2005	Registered
United States of America	Atkins Nutritionals, Inc.	ATKINS ENDULGE	78/620,073 3041807	Apr 29, 2005	Registered
United States of America	Atkins Nutritionals, Inc.	COFFEE BREAK	78/535,009 3276454	Dec 18, 2004	Registered

United States of America	Atkins Nutritionals, Inc.	SIMPLY GOOD	85/189,419	Dec 2, 2010	Allowed
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EXCLUSIVE TRADEMARK LICENSES

1. Rights in Trademarks granted pursuant to that certain License and Trademark Agreement dated as of February 15, 2001 between Atkins Nutritionals, Inc. and Robert C. Atkins, MD.