

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM623964

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Interest (Second Lien)

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Health, Inc.		02/02/2021	Corporation: NEVADA
Nature's Bounty (NY), Inc.		02/02/2021	Corporation: NEW YORK
Puritan's Pride, Inc.		02/02/2021	Corporation: NEW YORK
Worldwide Sport Nutritional Supplements, Inc.		02/02/2021	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Credit Suisse AG, as Collateral Agent
<b>Street Address:</b>	Eleven Madison Avenue
<b>Internal Address:</b>	9th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Company: SWITZERLAND

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	5879916	EVERCLEN
<b>Registration Number:</b>	5822835	NOURISH WHAT'S INSIDE
<b>Registration Number:</b>	5735573	MAC + MAYA
<b>Registration Number:</b>	6229886	PURITAN'S PERKS
<b>Registration Number:</b>	6229887	WELLNESS IS REWARDING
<b>Serial Number:</b>	90142660	PURE PROTEIN

## CORRESPONDENCE DATA

Fax Number: 2124552502

*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: 2124553222

Email: jmull@stblaw.com

Correspondent Name: Alexander Raytman

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

CH \$165.00 5879916

<b>ATTORNEY DOCKET NUMBER:</b>	003144/0003
<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	02/02/2021

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of February 2, 2021, is made by 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”), in favor of Credit Suisse AG, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of September 26, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “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 “Borrower”), Alphabet Holding Company, Inc., a Delaware corporation (the “Company” and, upon and at any time after the consummation of the Acquisition, the “Borrower”), the several lenders from time to time parties thereto (each, a “Lender” and, collectively, the “Lenders”) and Credit Suisse AG, as the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Second Lien 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 “Security Agreement”);

WHEREAS, pursuant to the 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 Trademarks, 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 Credit Agreement, to induce the Lenders to make their respective Extensions of Credit under the Credit Agreement, 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 Credit Agreement and the 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 Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, 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; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such

application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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 Security Agreement and is expressly subject to the terms and conditions thereof. The 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 Credit Agreement and the 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 Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the 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. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or as any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and electronic signatures or the keeping of records in electronic form shall be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties hereto hereby represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents, including having the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system.

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.

AMERICAN HEALTH, INC.,  
as the Grantor

By: Stratis Philippis  
Name: Stratis Philippis  
Title: Senior Vice President, General Counsel and Secretary

NATURE'S BOUNTY (NY), INC.,  
as the Grantor

By: Stratis Philippis  
Name: Stratis Philippis  
Title: Senior Vice President, General Counsel and Secretary

PURITAN'S PRIDE, INC.,  
as the Grantor

By: Stratis Philippis  
Name: Stratis Philippis  
Title: Senior Vice President, General Counsel and Secretary

WORLDWIDE SPORT NUTRITIONAL  
SUPPLEMENTS, INC.,  
as the Grantor

By: Stratis Philippis  
Name: Stratis Philippis  
Title: Senior Vice President, General Counsel and Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as the Collateral Agent

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

By:   
Name: Christopher Zybrick  
Title: Authorized Signatory

**SCHEDULE A**

**Trademark Registrations and Applications**

<b>Trademark Name</b>	<b>App Number</b>	<b>Reg Number</b>	<b>Owner</b>
everclēn	88373511	5879916	American Health, Inc.
Nourish What's Inside	87909795	5822835	Puritan's Pride, Inc.
MAC + MAYA	88062499	5735573	Nature's Bounty (NY), Inc. (f/k/a Nature's Bounty, Inc.)
PURITAN'S PERKS	88785486	6229886	Puritan's Pride, Inc.
WELLNESS IS REWARDING	88785514	6229887	Puritan's Pride, Inc.
PURE PROTEIN	90142660		Worldwide Sport Nutritional Supplements, Inc.