

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atkins Nutritionals, Inc.		07/07/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2689975	A ATKINS	
Serial Number:	87400708	A ATKINS	
Registration Number:	2699457	ATKINS	
Registration Number:	2708481	ATKINS	
Registration Number:	2689974	ATKINS	
Registration Number:	3953825	ATKINS	
Serial Number:	87181802	ATKINS	
Registration Number:	5127231	ATKINS 20	
Registration Number:	5127232	ATKINS 40	
Registration Number:	3041807	ATKINS ENDULGE	
Registration Number:	5127220	CARB CHECK	
Registration Number:	4948908	EAT TO SUCCEED	
Serial Number:	87204117	SIMPLY GOOD	
Registration Number:	4402921	SIMPLY CHOICES	
Serial Number:	86826819	SIMPLY NOURISH	
Registration Number:	4504423	SIMPLY PROTEIN	
Serial Number:	86797183	SIMPLY WELLNESS	
Registration Number:	4236813	THE SIMPLY BAR	
Serial Number:	87058973	THE SIMPLY BAR INDULGENT	

OP \$515.00 2689975

Property Type	Number	Word Mark
Registration Number:	5066189	WELLNESSFOODS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171257
NAME OF SUBMITTER:	Alan Delaney
SIGNATURE:	/Alan Delaney/
DATE SIGNED:	07/10/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of July 7, 2017 (this “Agreement”), among Atkins Nutritionals, Inc. (the “Grantor”) and Barclays Bank PLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) between, among others, Atkins Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), Conyers Park Parent Merger Sub, Inc., a Delaware corporation (“Parent Merger Sub”), Conyers Park Acquisition Corp., a Delaware corporation (“Parent” and following the Parent Merger, as successor to Parent Merger Sub by operation of law), Conyers Park Merger Sub 1, Inc., a Delaware corporation (“Company Merger Sub 1”), Conyers Park Merger Sub 2, Inc., a Delaware corporation (“Company Merger Sub 2”), Conyers Park Merger Sub 3, Inc., a Delaware corporation (“Company Merger Sub 3”), Conyers Park Merger Sub 4, Inc., a Delaware corporation (“Company Merger Sub 4” or “Initial Administrative Borrower”, and, together with Company Merger Sub 1, Company Merger Sub 2, and Company Merger Sub 3, the “Company Merger Subs” and each, a “Company Merger Sub”, and collectively, the “Initial Borrowers”), NCP-ATK Holdings, Inc., a Delaware corporation (the “Company” and following the Company Merger, as successor to Company Merger Sub 1 by operation of law), Atkins Nutritionals Holdings, Inc., a Delaware corporation (“ANH” and following the Company Merger, as successor to Company Merger Sub 2 by operation of law), Atkins Nutritionals Holdings II, Inc., a Delaware corporation (“ANHII” and following the Company Merger, as successor to Company Merger Sub 3 by operation of law), and Atkins Nutritionals, Inc., a New York corporation (“ANI” and following the Company Merger, as successor to Company Merger Sub 4 by operation of law, the “Administrative Borrower” and, together with the Company, ANH and ANHII, the “Acquired Companies”, and the Acquired Companies, following the consummation of the Acquisition together with the Initial Borrowers, each individually, and collectively referred to herein as the context may require, as the “Borrower”), the Lenders and Issuing Banks from time to time party thereto and Barclays Bank PLC, as Administrative Agent and (b) the Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Acquired Companies, Parent, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United

States Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

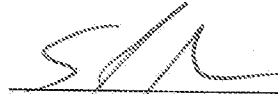
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATKINS NUTRITIONALS, INC., as
Grantor

By



Name: Shaun Mara

Title: Chief Financial Officer

BARCLAYS BANK PLC, as Collateral
Agent

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006101 FRAME: 0700

BARCLAYS BANK PLC, as Collateral
Agent

By:

Name:

Title:



Ritam Bhalla

Director

Schedule I

U.S. Federal Trademark Registrations and Applications

Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
A ATKINS Long Banner Design	Atkins Nutritionals, Inc.	76/225472	16-Mar- 2001	2689975	25-Feb- 2003
A ATKINS	Atkins Nutritionals, Inc.	87/400708	4-Apr-2017		
ATKINS	Atkins Nutritionals, Inc.	76/225468	16-Mar- 2001	2699457	25-Mar- 2003
ATKINS	Atkins Nutritionals, Inc.	76/225469	16-Mar- 2001	2708481	22-Apr- 2003
ATKINS	Atkins Nutritionals, Inc.	76/225470	16-Mar- 2001	2689974	25-Feb- 2003
ATKINS	Atkins Nutritionals, Inc.	85/043652	20-May- 2010	3953825	03-May- 2011
ATKINS	Atkins Nutritionals, Inc.	87/181802	23-Sep- 2016		
ATKINS 20	Atkins Nutritionals, Inc.	86/952098	24-Mar- 2016	5127231	24-Jan- 2017
ATKINS 40	Atkins Nutritionals, Inc.	86/952125	24-Mar- 2016	5127232	24-Jan- 2017
ATKINS ENDULGE	Atkins Nutritionals, Inc.	78/620073	29-Apr- 2005	3041807	10-Jan- 2006
CARB CHECK and Design	Atkins Nutritionals, Inc.	86/945862	18-Mar- 2016	5127220	24-Jan- 2017
EAT TO SUCCEED	Atkins Nutritionals, Inc.	86/337977	15-Jul-2014	4948908	03-May- 2016
SIMPLY GOOD	Atkins Nutritionals, Inc.	87/204117	14-Oct- 2016		
SIMPLY CHOICES	Wellness Foods Inc.	85/829843	23-Jan- 2013	4402921	17-Sep- 2013
SIMPLY NOURISH	Wellness Foods Inc.	86/826819	20-Nov- 2015		

Mark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
SIMPLY PROTEIN	Wellness Foods Inc.	85/941055	23-May-2013	4504423	01-Apr-2014
SIMPLY WELLNESS	Wellness Foods Inc.	86/797183	23-Oct-2015		
THE SIMPLY BAR	Wellness Foods Inc.	85/561210	06-Mar-2012	4236813	06-Nov-2012
THE SIMPLY BAR INDULGENT	Wellness Foods Inc.	87/058973	03-Jun-2016		
WELLNESSFOODS	Wellness Foods Inc.	86/906472	12-Feb-2016	5066189	18-Oct-2016