

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vitamins, Inc.		10/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PII Packaging, LLC		
Street Address:	285 E. Fullerton Avenue		
City:	Carol Stream		
State/Country:	ILLINOIS		
Postal Code:	60188		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1233251		
Registration Number:	2509377	VITINC	
CORRESPONDENCE DATA			
Fax Number:	(630)790-0792		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6307930790		
Email:	mh@hamillaw.com		
Correspondent Name:	Mark A. Hamill		
Address Line 1:	788 Willis Street		
Address Line 2:	100		
Address Line 4:	Glen Ellyn, ILLINOIS 60137		
ATTORNEY DOCKET NUMBER:	PII-140		
NAME OF SUBMITTER:	Mark A. Hamill		
Signature:	/MarkAHamill/		

OP \$65.00 1233251

Date:

11/10/2010

Total Attachments: 5

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ASSIGNMENT OF INTANGIBLE PROPERTY

This ASSIGNMENT OF INTANGIBLE PROPERTY (this "Assignment") is entered into and made effective as of October 29, 2010, between VITAMINS, INC., a Delaware corporation ("Assignor"), and PII PACKAGING, L.L.C., a Delaware limited liability company ("Assignee").

A. Pursuant to the Asset Purchase Agreement, dated as of October 29, 2010 (the "Purchase Agreement"), among Assignee, Assignor, and the Shareholders and Principals of Assignor (as defined in the Purchase Agreement), Assignee desires to acquire and Assignor desires to convey all of Assignor's right, title and interest in and to the Intangible Property as described in the Purchase Agreement.

B. Capitalized terms used and not defined in this Assignment have the respective meanings given to them in the Purchase Agreement.

C. This Assignment is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The parties therefore agree as follows:

1. Assignment of Intangible Property. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all of Assignor's right, title and interest in, to and under the Intangible Property of the Company, including all of following: customer lists; goodwill; going concern value; customer account records; supplier lists; supplier account records; designs; inventions; trade secrets; software; source code; data bases; know-how; blending methods; processing methods; quality control methods; licenses; permits; authorizations; governmental, quasi-governmental and private authorizations and franchises; copyrights in both published and unpublished works; confidential and proprietary information; telephone numbers; website, internet domains; all rights in mask works; patents; patent applications and inventions and discoveries that may be patentable; logos; corporate names and trade names, U.P.C. Company prefix; claims; causes of action; trademarks (including, but not limited to those identified on Exhibit A attached hereto); service marks and similar items of intangible and intellectual property rights; all materials, applications, registrations, copies, tangible embodiments and any and all other rights in any of the foregoing; and all other intangible or intellectual property; all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein Assignor owns, possesses, or controls such rights. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Assignor has in Intangible Property transferred herein to Assignee, Assignor hereby waives those rights as to Assignee, and Assignee's licensees, successors and assigns.

2. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns, including any successor by way of merger, consolidation or acquisition of all or substantially all of the assets of a party. This Assignment shall not benefit or create any right or cause of action in or on behalf of any third party other than the parties hereto, their respective successors and permitted assigns or as otherwise set forth in the Purchase Agreement.

3. Further Assurances. At any time and from time to time following the Closing, as and when requested by any party and without further consideration, each party shall execute and deliver, or cause to be executed and delivered, such other documents and instruments and shall take, or cause to be taken, such further or other actions as the other party may reasonably request or as otherwise may be

necessary or desirable to evidence and effectuate the consummation of the transactions contemplated by the Purchase Agreement and this Assignment.

4. Governing Law. The law of the state of Illinois shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Missouri.

5. Counterparts and Electronic Signatures. This Assignment may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signatures transmitted electronically (i.e., via facsimile or pdf) shall be considered authentic and binding.

6. Section Headings. Section headings have been inserted in this Assignment for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Assignment.

7. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Signatures begin on next page]

EXHIBIT A

Trademarks: VITINC



IN WITNESS WHEREOF, each party has caused this Assignment of Intangible Property to be duly executed and delivered by its duly authorized representative as of the date first above written.

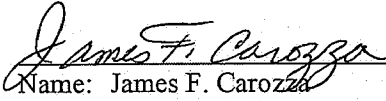
ASSIGNOR:

ASSIGNEE:

VITAMINS, INC., a Delaware corporation

PII PACKAGING, L.L.C., a Delaware limited liability company

By:


Name: James F. Carozza

Title: President

By:

Name: Donald K. Thorp

Title: Manager

Signature page to Assignment of Intangible Property

TRADEMARK

REEL: 004412 FRAME: 0384

IN WITNESS WHEREOF, each party has caused this Assignment of Intangible Property to be duly executed and delivered by its duly authorized representative as of the date first above written.

ASSIGNOR:

VITAMINS, INC., a Delaware corporation

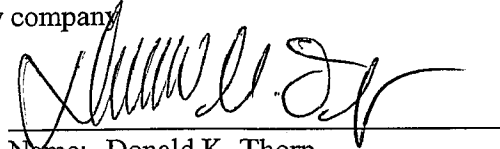
By:

Name: James F. Carozza
Title: President

ASSIGNEE:

PII PACKAGING, L.L.C., a Delaware limited liability company

By:



Name: Donald K. Thorp
Title: Manager

Signature page to Assignment of Intangible Property