

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Scott Rudolph	06/05/2008
RECEIVING PARTY DATA	
Name:	NBTY Manufacturing, LLC
Street Address:	2100 Smithtown Avenue
City:	Ronkonkoma
State/Country:	NEW YORK
Postal Code:	11779
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29337666
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Total Attachments: 2 source=assignmenttrudolph#page1.tif source=assignmenttrudolph#page2.tif	

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REEL: 022741 FRAME: 0148

ASSIGNMENT

Whereas, SCOTT RUDOLPH, (hereinafter referred to as the "Assignor") has invented a certain invention entitled CONTAINER ARRANGEMENT for which an application is being filed herewith.

Whereas, NBTY MANUFACTURING, LLC, Inc. having offices at 2100 Smithtown Avenue, Ronkonkoma, New York 11779 (hereinafter referred to as "Assignee") wishes to acquire the entire rights, title and interest therein;

Whereas, the parties to this assignment (the "Assignment") wish to commemorate and formalize the agreement among and between the parties;

Now Therefore, in view of good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee, its successors and assigns, the entire, full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications arising out of the invention or inventions; (b) the above-identified Application and all applications arising out of the Application and any improvements or modifications in the United States and any foreign jurisdictions; (c) All Letters Patent which may issue from the Application and all applications in foreign jurisdictions; (d) all divisions, continuations, reissues, and extensions of such applications and Letters Patent; (e) the rights to claim the full benefits and priority rights under any International Convention and Agreements; entire, full and exclusive right, title and interest in such Application, applications, and Letters Patent; to encompass and include the full term or terms of the Application and any and all applications and Letters Patent arising out of the Application to be held and enjoyed by the Assignee, its successors and assigns, fully and in its entirety as would have been held and enjoyed by the Assignor had this Assignment not been made.

Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks issue any and all Letter Patent to Assignee as the assignee of the entire, full and exclusive right, title and interest for the sole and exclusive use and benefit of the Assignee, its successors and assigns.

Assignor hereby agrees (a) to communicate to Assignee, its successors and assigns, or their representatives and agents, all facts and information known or available to Assignor with respect to or arising out of the invention, inventions, or Application, improvements, or modifications, including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement or any legal, judicial, or administrative proceedings, whenever requested by Assignee, (b) to testify in person or by affidavit as may be required by Assignee, its successors or assigns, in any such proceeding in the United States or foreign jurisdiction; (c) to execute and deliver, upon request by Assignee, all lawful documents including, but not limited to, original, divisional,

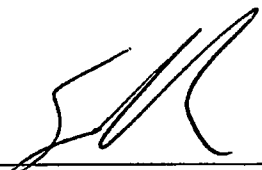
continuation, and reissue applications, renewals, assignments, annuities, power of attorney, oaths, declarations, affidavits, and depositions; and (d) to provide all reasonable assistance to Assignee, its successors and assigns, in obtaining and enforcing proper title in and protection of the invention, inventions and Application, applications in foreign jurisdictions, improvements, and modifications under the laws of the United States and foreign jurisdictions.

Assignor hereby represents and warrants that Assignor has full and unencumbered right to assign the entire, full and exclusive rights, title(s) and interests which are assigned herein; and that Assignor has not executed and shall not execute any document or instrument in conflict with this Assignment.

Assignor hereby grants to Assignee the power and authority to file, deposit or otherwise identify this Assignment with any pending Application or applications arising out of the invention or inventions, and append any information required to properly identify such Application or applications, for recordation with the United States Patent Office and the Patent Offices of foreign jurisdictions as may be necessary.

Assignor acknowledges and agrees to this Assignment, and the transfer of any right, title, and interest as described within this Assignment with the signature of its representative, as appended below.

Name and signature of Inventor:



SCOTT RUDOLPH

6/5/08

Date