

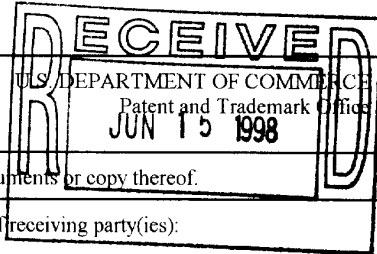
06-26-1998

Form PTO-1595
(Rev. 6-93)



100748480

COVER SHEET



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MILK SPECIALTIES COMPANY

2. Name and address of receiving party(ies):
Name: THE CIT GROUP/CREDIT FINANCE COMPANY

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: First Amendment to Patent and License Security Agreement
Execution Date: 05/15/1998

Internal Address:
Street Address: 10 SOUTH LASALLE STREET
City: CHICAGO State: IL Zip: 60603

4. Application Number(s) or patent number(s): 08/801,082

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____ B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Joseph D. Calhoun, Gill Law Firm
a professional association
Internal Address: 3801 TCBY Tower
Street Address: 425 W. Capitol Avenue
City: Little Rock State: AR Zip: 72201

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Joseph D. Calhoun
Name of Person Signing

Signature

06-26-98
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

06/25/1998 J.WATKINS 000051

AGENT

REEL: 9262 FRAME: 0199

**FIRST AMENDMENT TO
PATENT AND LICENSE SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT AND LICENSE SECURITY AGREEMENT, dated as of May 15, 1998 (the "Amendment"), made by **MILK SPECIALTIES COMPANY**, a Delaware corporation, ("Borrower"), and **THE CIT GROUP/CREDIT FINANCE, INC.**, a Delaware corporation ("Lender").

WHEREAS, Lender, Borrower, and certain affiliates of Borrower entered into that certain Loan and Security Agreement dated as of March 26, 1998 (the "Loan Agreement"), pursuant to which Lender has, subject to certain conditions precedent, agreed to make loans, advances, and other financial accommodations to Borrower; and

WHEREAS, Lender and Borrower entered into that certain Patent and License Security Agreement dated as of March 26, 1998 (the "Security Agreement") in order to secure the prompt and complete payment, observance, and performance of all of Borrower's obligations and liabilities under the Loan Agreement, and under all of the other instruments, documents, and agreements executed and delivered by Borrower to Lender in connection with the Loan Agreement; and

WHEREAS, Borrower desires to transfer to MS BioScience, Inc., a Delaware corporation wholly-owned by Borrower ("BioScience"), certain patents and licenses set forth on Schedule A and Schedule B of the Security Agreement; and

WHEREAS, BioScience is a party to the Loan Agreement, and the interests in patents and licenses to be transferred to it will be added to that certain Patent and License Security Agreement between BioScience and Lender dated as of March 26, 1998 and recorded with the United States Patent Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower agree as follows:

1. The Security Agreement is hereby amended by deleting Schedule A and Schedule B thereto and substituting therefor Amended Schedule A and Amended Schedule B attached hereto.
2. Except as expressly provided in this Amendment, all of the terms and conditions of the Security Agreement shall remain in full force and effect. Borrower confirms and agrees that the obligations of Borrower to Lender under the Security Agreement, as amended and supplemented hereby, remain unchanged and in full force and effect.
3. This Amendment may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Amendment, it shall not be necessary to produce or account for more than one (1) such counterpart signed by the party against whom enforcement is sought.

AMENDED SCHEDULE A
to Patent and License Security Agreement, as amended

PATENTS

Borrower has the following interest in Patents and Applications:

U. S. Patent No. or Application No.	Inventors	Date
08/801,082	Waterman, et al.	02/14/97

AMENDED SCHEDULE B
to Patent and License Security Agreement, as amended

LICENSES

NONE