

3/20/02

04-05-2002

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

NutraPure, Inc.  
1400 Kearns Blvd, 2nd Flr  
Park City, Utah 84060

## 2. Name and address of receiving party(ies):

Cooperative Centrale Raiffeisen-  
Name: Boerenleenbank B.A. ("Rabobank  
International") 245 Park Avenue  
Internal Address: \_\_\_\_\_Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Grant of Security Interest

Street Address: \_\_\_\_\_

City: New York State: NY Zip: 10167-0062

Execution Date: 02/11/02

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)  
See Attached

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Danice Kowalczy, Esq.

Internal Address: ~~White & Case~~ \_\_\_\_\_

Street Address: 1155 Avenue of the Americas

City: New York State: NY Zip: 10036

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:

23-1705

(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.*Danice Kowalczyk, Esq.  
Name of Person Signing

Signature

03/19/02

02/21/02  
DateTotal number of pages including cover sheet, attachments, and documents: ☐ 9Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

04/05/2002 GTOW11 00000019 09691055

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40.00 DP

PATENT  
REEL: 012746 FRAME: 0425

# SCHEDULE OF PATENTS

Patent Application

09/691,055

GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NutraPure, Inc. (the "Grantor"), a Delaware corporation, with principal offices at 1400 Kearns Boulevard, 2<sup>nd</sup> Floor, Park City, Utah 84060, hereby grants to Cooperative Centrale Raiffeisen-Boerenleenbank B.A. ("Rabobank International"), New York branch, as Collateral Agent, with principal offices at 245 Park Avenue, New York, New York 10167-0062 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of January 26 2002 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

28<sup>th</sup> day of January, 2002.

NutraPure, Inc., Grantor

By 

Name: Frank W. Gay II

Title: Chief Executive Officer

Cooperative Centrale Raiffeisen-Boerenleenbank  
B.A. ("Rabobank International"), New York branch,  
as Collateral Agent and Grantee

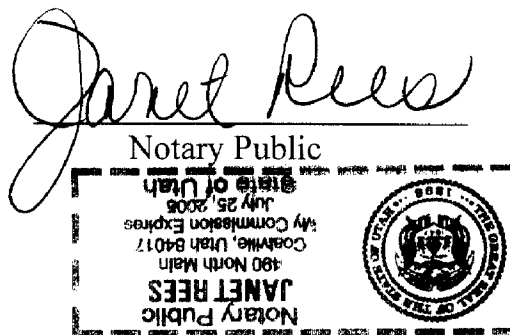
By \_\_\_\_\_

Name:

Title:

STATE OF Utah )  
COUNTY OF Summit ) ss:

On this 25 day of JAN, 2002 before me personally came \_\_\_\_\_  
Frank W. Gay II who, being by me duly sworn, did state as follows: that [s]he is  
CEO of NutraPure, Inc., that [s]he is authorized to execute the foregoing Grant on  
behalf of said corporation and that [s]he did so by authority of the Board of Directors of said  
corporation.



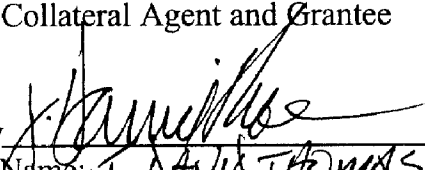
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 23<sup>th</sup>

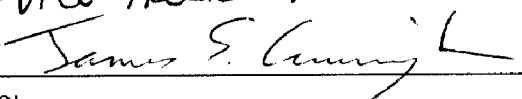
day of January, 2002.

NutraPure, Inc., Grantor

By \_\_\_\_\_  
Name:  
Title:

Cooperative Centrale Raiffeisen-Boerenleenbank  
B.A. ("Rabobank International"), New York branch,  
as Collateral Agent and Grantee

By   
Name: J. DAVIS THOMAS  
Title: VICE PRESIDENT

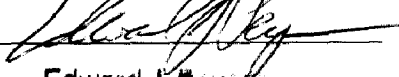
By   
Name:  
Title: JAMES S. CUNNINGHAM  
MANAGING DIRECTOR  
CHIEF RISK OFFICER


28<sup>th</sup> day of January, 2002. IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

NUTRAPURE, INC.,  
as Grantor

By \_\_\_\_\_  
Title:

COOPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A.,  
"RABOBANK INTERNATIONAL", NEW  
YORK BRANCH,  
as Collateral Agent and Grantee

By  \_\_\_\_\_  
Title: Edward J. Peysen  
Managing Director

By  \_\_\_\_\_  
Title: HANS F. BREUKHOVEN  
Vice President

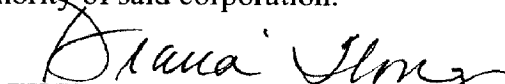


STATE OF NEW YORK )

SS.:

COUNTY OF NEW YORK )

On this 11<sup>TH</sup> day of FEBRUARY, 2002, before me personally came EDWARD J. PEYSER who, being by me duly sworn, did state as follows: that he is MANAGING DIRECTOR of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of said corporation.



Notary Public

DIANA WONG

Notary Public, State of New York

No. 4973432

Qualified in Rockland County

Certified in New York County

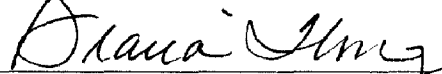
Commission Expires October 22, 2002

STATE OF NEW YORK )

SS.:

COUNTY OF NEW YORK )

On this 11<sup>th</sup> day of ~~January~~ <sup>FEBRUARY</sup>, 2002, before me personally came HANS F. BREUKHOVEN who, being by me duly sworn, did state as follows: that he is VICE PRESIDENT of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of said corporation.



Notary Public

DIANA WONG

Notary Public, State of New York

No. 4973432

Qualified in Rockland County

Certified in New York County

Commission Expires October 22, 2002