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

1. Name of conveying party(ies):

Medical Foods, Inc.
166 Highland Park Drive
Bloomfield, CT 06002Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Mortgage, Assignment and
Security Agreement (Letters Patent)

Execution Date: 4/30/03

2. Name and address of receiving party(ies)

Name: Webster Bank

Internal Address: _____

Street Address: CityPlace II185 Asylum StreetCity: Hartford State: CT Zip: 06103-3494Additional 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) _____

B. Patent No.(s) See Schedule A attached
heretoAdditional numbers attached? ☒ Yes ☐ No 4/8/04/4/4

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

Name: John J. Murphy, Esq.

Internal Address: _____

Street Address: Mayo, Gilligan & Zito, LLP100 Great Meadow RoadCity: Wethersfield State: CT Zip: 061096. Total number of applications and patents involved: 117. Total fee (37 CFR 3.41).....\$ 440.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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9. Signature.

PETER J. V. TUH
Name of Person Signing
President of Medical Foods, Inc.

Signature

4/30/03

Date

Total number of pages including cover sheet, attachments, and documents: 9

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

PATENT
REEL: 014033 FRAME: 0951

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Medical Foods Inc.
Patents

SCHEDULE A

**FIBERCEL Yeast Beta Glucan Fiber
Patent Portfolio**

United States Patent Rights

Patent Number	4,810,646
Title	Glucan Composition and Process for Preparation Thereof
Subject	Process for preparing aqueous hydroxide insoluble whole glucan particles from <i>Sacchromyces Cerevisae</i> yeast
Inventorship	Jamas <i>et al</i>

Patent Number	4,992,540
Title	Glucan Composition and Process for Preparation Thereof
Subject	Whole glucan particles and preparation thereof
Inventorship	Jamas <i>et al</i>

Patent Number	5,028,703
Title	Glucan Composition and Process for Preparation Thereof
Subject	Whole glucan particles from genetically modified cells with improved properties
Inventorship	Jamas <i>et al</i>

Patent Number	5,037,972
Title	Glucan Composition and Process for Preparation Thereof
Subject	Use of whole beta-glucan particles in food formulation
Inventorship	Jamas <i>et al</i>
Patent Number	5,082,936
Title	Glucan Composition and Process for Preparation Thereof
Subject	Whole glucan particles having altered linkages and their process of manufacture
Inventorship	Jamas <i>et al</i>
Patent Number	4,962,094
Title	Glucan Dietary Additives
Subject	Therapeutic methods using whole yeast beta-glucan
Inventorship	Jamas <i>et al</i>
Patent Number	5,250,436
Title	Glucan Composition and Process for Preparation Thereof
Subject	Mutant yeast strains
Inventorship	Jamas <i>et al</i>
Patent Number	5,506,124
Title	Process for Preparing Glucanase Resistant Mutant Strains
Subject	Preparation of mutant yeast strains
Inventorship	Jamas <i>et al</i>
Patent Number	6,020,324
Title	Glucan Dietary Additives
Subject	Therapeutic methods using whole yeast beta-glucan
Inventorship	Jamas <i>et al</i>
Patent Number	6,143,731
Title	Glucan Dietary Additives
Subject	Yeast beta glucan and its effects on raising HDL cholesterol
Inventorship	Jamas <i>et al</i>

United States Patent 6,210,686 B1

Dietary Supplement and Method for Lowering Risk of Heart Disease

Formulation including yeast beta glucan (Fibercel), folic acid, vitamins B6, B12 and E in food bar form for lowering the risk of heart disease and improving cardiovascular health.

**MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT
(LETTERS PATENT)**

THIS MORTGAGE, ASSIGNMENT AND SECURITY AGREEMENT - LETTERS PATENT (the "Assignment") made this 30TH day of April, 2003, between **MEDICAL FOODS, INC.**, a Delaware corporation with an office and principal place of business located at 166 Highland Park Drive, Bloomfield, Connecticut 06002 (the "Assignor"), and **WEBSTER BANK**, a federal savings bank chartered under the laws of the United States of America with an office at CityPlace II, 185 Asylum Street, Hartford, Connecticut 06103-3494 (the "Secured Party").

WHEREAS, Amerifit, Inc., a Delaware corporation with an office and principal place of business located at 166 Highland Park Drive, Bloomfield, Connecticut 06002 (the "Borrower") and an affiliate of Assignor and Secured Party have entered into a certain Commercial Revolving Loan and Security Agreement of even date herewith (the "Loan Agreement") evidencing a certain revolving credit loan in the principal amount not to exceed FOUR MILLION AND 00/100 DOLLARS (\$4,000,000.00) (the "Loan"); and

WHEREAS, Assignor has guaranteed to Loan pursuant to the Guaranty Agreement executed and delivered by Assignor (the "Guaranty"); and

WHEREAS, the Assignor is the sole and exclusive owner of the patents and patent applications and all other corresponding patents and patent applications in any foreign countries as set forth on Schedule A annexed hereto and made a part hereof (the "Patent Rights") ; and

WHEREAS, pursuant to the Security Agreement of even date herewith between the Assignor and the Secured Party (the "Security Agreement"), the Assignor has granted the Secured Party a security interest in, among other things, the Patent Rights, on the terms and conditions set forth in the Loan Agreement and the Security Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Secured Party to make the Loan that the Assignor shall execute and deliver this Assignment;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms and conditions set forth in the Loan Agreement and the Security Agreement, the Assignor hereby agrees with the Secured Party as follows:

1. The Assignor hereby assigns, conveys and transfers to the Secured Party, its successors and assigns, on the terms and conditions set forth herein and in the Loan Agreement, and as security for the Guaranty and the obligations and liabilities of the Assignor to Secured Party under the Guaranty and of the Borrower to the Secured Party under the Loan Agreement, and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith, whether now existing or hereafter arising (the "Obligations"), a first lien upon and security interest in all of the Assignor's right, title, and interest in, to and under the Patent Rights, together with (i) all reissues or extensions thereof and (ii) all claims for damages by reason of past or future infringement of the Patent Rights with the right to sue for and collect said damages and the right to collect all royalties under any license agreements with respect to any of the Patent Rights, whether now or hereafter granted (hereinafter sometimes collectively referred to as the "Collateral").

2. The Assignor represents and warrants unto the Secured Party that the Assignor has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

3. The Assignor represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Patent Rights.

4. The Assignor represents and warrants that the Patent Rights are all the patents (domestic and foreign) used by the Assignor or in connection with its business.

5. The Assignor covenants and agrees with the Secured Party that, so long as this Assignment shall remain in effect:

(a) The Assignor shall pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Patent Rights and shall do all such other acts and things necessary for maintaining the Patent Rights.

(b) The Assignor shall endeavor to detect and prevent any infringement of the Patent Rights, including, in the exercise of its reasonable legal and business judgment, the bringing of infringement suits to enforce the Patent Rights. The Assignor shall inform the Secured Party of any actual or suspected infringement of the Patent Rights of which it has knowledge and of any action contemplated or taken by the Assignor in response to such infringement. The Secured Party shall have the right, in consultation with the Assignor, to require the Assignor to take such action as the Secured Party may reasonably determine to be required to enforce such Patent Rights.

(c) The Assignor shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Patent Rights and upon the validity and enforceability thereof. The Secured Party shall have the right, in consultation with the Assignor, to require the Assignor to take such action as the Secured Party may reasonably determine to be required to defend such Patent Rights.

(d) The Assignor shall not, without the written consent of the Secured Party, permit Patent Rights to lapse or otherwise abandon the Patent Rights.

(e) Assignor shall have the duty to prosecute diligently any patent application of the Patents Rights pending as of the date of this Assignment or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and patents of the Patents Rights; provided, however, so long as there does not exist an Event of Default as defined in the Loan Agreement and the Security Agreement, Assignor may permit to lapse or expire those Patents Rights, which, but for this Agreement, Assignor would, in its reasonable and ordinary business judgment, permit to lapse or expire. Any expenses incurred in connection with such an application shall be borne by Assignor. Assignor shall not abandon any right to file a patent application, or any pending patent application or patent without the consent of the Secured Party, which consent shall not be unreasonable withheld.

(f) At any time and from time to time, the Assignor shall, upon the request of the Secured Party, execute and deliver such further documents and do such other acts and things as the Secured Party reasonably may require in order to effect the purpose of this Assignment and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to record title to the Collateral, including valid, recordable assignments of any or all of the Patent Rights, and the Assignor does hereby irrevocably appoint the Secured Party, its successors and assigns, as its attorney-in-fact to execute any or all of such documents and to do such other things or acts on behalf of the Assignor, its successors and assigns, and the Assignor confirms all such acts said attorney-in-fact may do pursuant to this authority.

6. Assignor authorizes Secured Party to modify this Agreement by amending Schedule A to include any future patents and patent applications which are Patent Rights hereunder.

7. Until the occurrence of an Event of Default as specified or defined in the Loan Agreement and subject to the provisions of the Loan Agreement, the Secured Party hereby grants to the Assignor an exclusive right and license to use the Collateral for the Assignor's own benefit and account, to grant licenses and sublicenses on reasonable terms with respect to the Collateral and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit the Assignor to take any actions prohibited hereunder.

8. Assignor agrees to hold Secured Party harmless from any and all costs and expenses (including reasonable legal fees and expenses) incurred by Secured Party as a result of Secured Party's involvement in any capacity in any litigation relating to the Patent Rights.

9. Notwithstanding anything to the contrary, nothing herein contained shall relieve the Assignor from the performance of any covenant, agreement or obligation on the Assignor's part to be performed under any license agreement now existing or hereafter executed by the Assignor licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on the Secured Party for the acts or omissions of the Assignor in connection with any such license or license agreement.

10. This Assignment shall terminate upon payment in full and satisfaction of the obligations secured hereby and, upon such termination, all rights in the Collateral mortgaged and in which a security interest is granted hereunder shall be reconveyed by the Secured Party to the Assignor and the Secured Party shall promptly execute and deliver to the Assignor such documents or instruments as the Assignor may reasonably request of such termination.

11. This Assignment shall be binding upon the Assignor, its successors, and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.

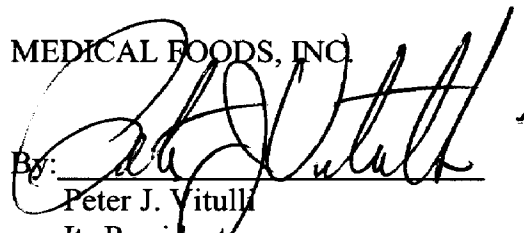
12. This Assignment may not be amended or modified except with the written consent of the Secured Party.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Assignor and the Secured Party have caused this Assignment to be executed by their respective officers thereunto duly authorized on the day and year first above written.

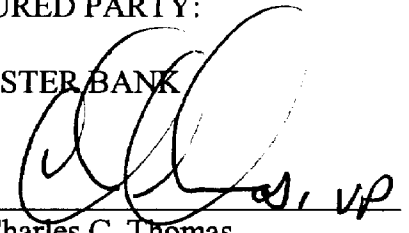
ASSIGNOR:

MEDICAL FOODS, INC.

By: 
Peter J. Vitulli
Its President
Duly Authorized

SECURED PARTY:

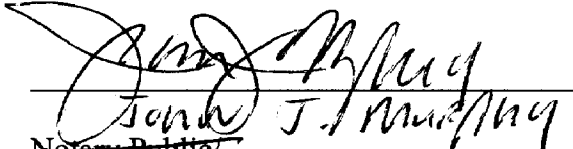
WEBSTER BANK

By: 
Charles C. Thomas
Its Vice President
Duly Authorized

STATE OF CONNECTICUT }
 } Wethersfield
COUNTY OF HARTFORD }

On this the 30th day of April, 2003, before me, the undersigned officer, personally appeared Peter J. Vitulli, who acknowledged himself to be the President of MEDICAL FOODS, INC., a Delaware corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation, by signing the name of the corporation by himself as President.


In Witness Whereof I hereunto set my hand.


Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT }
 } Wethersfield
COUNTY OF HARTFORD }

On this the 3rd day of April, 2003, before me, the undersigned officer, personally appeared Charles C. Thomas, who acknowledged himself to be the Vice President of Webster Bank, a federal savings bank, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the savings bank, by signing the name of the savings bank by himself as Vice President.

In Witness Whereof I hereunto set my hand.


Notary Public/My Commission Expires:
Commissioner of the Superior Court