

RE

07-22-2004

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings □ □ □ ▼

To the Honorable Commissioner of F

102797167

attached original documents or copy thereof.

1. Name of conveying party(ies):

International Fiber Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: June 25, 2004

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as agent

Internal Address: 7.7004

Street Address: 311 S. Wacker Dr.

City: Chicago State: IL ZIP: 60606

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)

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LL:

33rd Floor

Street Address: 35 W. Wacker Dr.

07/21/2004 REGISTRATION 00000010 6576617

01 FC:0021

City: Chicago State: IL ZIP: 60601

6. Total number of applications and patents involved:

8

7. Total fee (37 CFR 3.41).....\$ 320.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT

REEL: 015571 FRAME: 0289

Schedule 1

Continuation
Item 4

U.S. PATENTS

Country	Patent No.	Issue Date	Title
U.S.	6,576,617	6/10/03	Direct action anti-mycotic
U.S.	6,291,436	9/18/01	Direct action anti-mycotic
U.S.	6,126,974	10/3/00	Anti-caking anti-mycotic food ingredient and process for producing the same
U.S.	5,646,045	7/8/97	Cellulose in food matrix quantification
U.S.	5,391,382	2/21/95	Low dust powdered cellulose
U.S.	5,019,406	5/28/91	Fiber additives for frying batters
U.S.	4,857,352	8/15/89	Low calorie ice pop

U.S. PATENT APPLICATIONS

Country	App. No.	Filing Date	Title
U.S.	10/723,784	11/16/03	Carbonate-based anti-caking agent with reduced gas release properties

PATENT LICENSES

Name of Agreement

Parties

Date of Agreement

None.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 25, 2004, is between International Fiber Corporation, a Delaware corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as agent for the benefit of the "Lenders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Debtor has entered into a Borrower Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein ("Lenders"), pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Patents and Patent licenses, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Patents listed on Schedule 1 annexed hereto, and is a party to the Patent licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent, including without limitation, each Patent referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;
- (2) each Patent license, including, without limitation, each Patent license listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto and any Patent licensed under any Patent license listed on Schedule 1 annexed hereto.

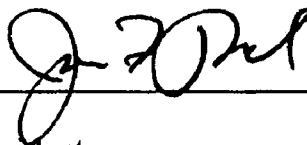
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of this 25th day of June, 2004.

INTERNATIONAL FIBER CORPORATION

By: _____



Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By: _____

Title: _____

IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of this 25th day of June, 2004.

INTERNATIONAL FIBER CORPORATION

By: _____

Title: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for Lenders

By:  _____

Title: Director

Schedule 1

U.S. PATENTS

Country	Patent No.	Issue Date	Title
U.S.	6,576,617	6/10/03	Direct action anti-mycotic
U.S.	6,291,436	9/18/01	Direct action anti-mycotic
U.S.	6,126,974	10/3/00	Anti-caking anti-mycotic food ingredient and process for producing the same
U.S.	5,646,045	7/8/97	Cellulose in food matrix quantification
U.S.	5,391,382	2/21/95	Low dust powdered cellulose
U.S.	5,019,406	5/28/91	Fiber additives for frying batters
U.S.	4,857,352	8/15/89	Low calorie ice pop

U.S. PATENT APPLICATIONS

Country	App. No.	Filing Date	Title
U.S.	10/723,784	11/16/03	Carbonate-based anti-caking agent with reduced gas release properties

PATENT LICENSES

Name of Agreement

Parties

Date of Agreement

None.