

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Norel Acquisition Corporation	12/23/2004
RECEIVING PARTY DATA	
Name:	Virtus Nutrition LLC
Street Address:	320 Springside Drive
City:	Fairlawn
State/Country:	OHIO
Postal Code:	44333
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10840494
CORRESPONDENCE DATA	
Fax Number:	(609)924-1811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6099243773
Email:	sklosek@synnlech.com
Correspondent Name:	Sarah Klosek
Address Line 1:	P.O. Box 592
Address Line 4:	Princeton, NEW JERSEY 08909
NAME OF SUBMITTER:	Sarah Klosek
Total Attachments: 7 source=Executed Assignment as Recorded#page1.tif source=Executed Assignment as Recorded#page2.tif source=Executed Assignment as Recorded#page3.tif source=Executed Assignment as Recorded#page4.tif source=Executed Assignment as Recorded#page5.tif source=Executed Assignment as Recorded#page6.tif source=Executed Assignment as Recorded#page7.tif	

OP \$40.00 10840494

PATENT

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into by and between NOREL ACQUISITION CORP., a Delaware corporation ("Assignor"), and VIRTUS NUTRITION LLC, a Delaware limited liability company ("Assignee") and shall become effective as of February 1, 2005 (the "Closing Date").

RECITALS:

A. Assignor is engaged, among other things, in the business of the development and sale of animal nutrition products (the "Business").

B. Assignor and Assignee have heretofore entered into that certain Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Contribution Agreement.

C. Assignor desires to contribute to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property Rights, together with the goodwill symbolized by the trademarks and service marks included therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Intellectual Property Assignment**. Effective as of the Closing Date, Assignor hereby contributes, conveys and transfers unto Assignee the following:

(a) Assignor's entire right, title and interest in and to the Intellectual Property Rights, including, without limitation, (i) the trademarks, service marks, trademark applications, service mark applications, trade names and domain names set forth on **Annex 1** attached hereto and (ii) the goodwill of the Business carried on in connection with the trademarks and service marks set forth on **Annex 1** attached hereto;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of any Intellectual Property Right prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name;

(c) Any income, royalties, damages and payments now or hereafter due and/or payable under and with respect to any of the Intellectual Property Rights, including, without limitation, the right to recover for past, present or future infringements of the Intellectual Property Rights; and

(d) All rights corresponding to the trademarks throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Further Assurance.**

(a) Assignor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, documents, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

(b) Assignor shall, at any time, upon request and without further consideration, communicate to Assignee, its successors and assigns, any facts relating to the Intellectual Property Rights or the history thereof as may be known to Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of Assignee.

3. **Enforceability.** If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction that may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. **Amendment.** This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.

5. **No Third-Party Beneficiaries.** Nothing in this Assignment shall confer any rights upon any Person other than Assignor and Assignee and each such party's respective successors and permitted assigns.

6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

7. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. **Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law provision thereof that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

9. **Contribution Agreement Governs.** Notwithstanding anything contained in this Assignment to the contrary, in the event of any conflict between this Assignment and the Contribution Agreement, the terms and provisions of the Contribution Agreement shall control the extent of the contribution and assignment made pursuant to this Assignment.

ASSIGNOR:

NOREL ACQUISITION CORP.

By: Allen J. Sandy
Name: Allen J. Sandy
Title: CFO Treasurer

ATTEST:

Angela V. Madigan
Name: ANGELA V. MADIGAN

STATE OF OHIO)

) SS:

COUNTY OF Summit)

On this 23 day of December, 2004 before me appeared Allen J. Sandy, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

Lisa M. Baglia
Notary Public

My commission expires:

LISA M. BAGLIA
Notary Public - State of Ohio
My Commission Expires March 13, 2005

SOLICITORS, 31445, 00001, 100762715.1, Intellectual Property Assignment - Virtus Nutrition LLC

Annex 1

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Dairy Group

Bioproducts Inc.

Asset: Issued Patents, Patent Applications, and Technological Know-How ("Portfolio") - 2
Valuation as of August 31, 2004

Sistatory Portfolio Component	Registration / Application Number	Country	Status	Issue / File Date
HI-Temperature Process	22888-A - #6,229,031	USA	Issued	May 8, 2001
	22888	USA	Filed	June 11, 1999
	22888-A	Canada	Filed	April 19, 2000
	22888-A	Europe	Filed	April 19, 2000
	22888-A	Japan	Filed	April 19, 2000
	22888-A	Mexico	Filed	November 5, 2001
	22888-A	PCT	Closed	April 19, 2000
	22888-B	USA	Closed on 02/04/2003	January 2, 2002
Provisional of 22,888-E	22888-D (USA)	USA	Filed	November 18, 2002
Polyunsaturated Saponification	22888-E	USA	Filed	November 21, 2003
	22888-E	ARG	Filed	December 4, 2003
	22888-E	MLS	Filed	January 26, 2004
	22888-E	PCT	Filed	January 7, 2004
Unsaturated Fatty Acid Metal Salts Nutritional Supplement	22888-F	USA	Filed	May 4, 2004

PRICEWATERHOUSECOOPERS

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Dairy Group

Bioproducts Inc.

Asset: Issued Patents, Patent Applications, and Technological Know-Flow ("Portfolio") - 2
 Valuation as of August 31, 2004

Statutory Portfolio Component	Registration / Application Number	Country	Status	Issue / File Date
Highly Unsaturated CLA, Trans REPRO Linoleic	23464-USA - #6,392,075	USA	Issued	May 21, 2002
	23464A-USA - #6,559,324	USA	Issued	May 6, 2003
	23464-CAN	Canada	Issued	October 1, 2001
	23464-PCT	PCT	Filed	October 1, 2001
	23464-IDS	Indonesia	Filed	January 1, 2003
	23464-CHN	China	Filed	January 1, 2003
	23464-EPO	Europe	Filed	October 1, 2001
	23464-MEX	Mexico	Filed	March 1, 2003
	23464-JAP	Japan	Filed	March 1, 2003
	23464-KOR	Korea	Filed	March 1, 2003
	23464-AUS	Australia	Filed	March 1, 2003
	23464-NOR	Norway	Filed	March 1, 2003
	23464-NZL - NZ #524,901	New Zealand	Issued	October 1, 2001
	23464-SPN	Spain	Filed	January 1, 2003
23464-BRA - 0114320-4	Brazil	Issued	March 28, 2003	
23464-ISR	Israel	Filed	April 13, 2003	
23464-JP1	Japan	Filed	August 17, 2004	
23464-PLD	Poland	Filed	August 1, 2003	
Rumen Bypass of C18:1 & C18:2 Fatty Acids	23464-B	USA	Filed	May 6, 2003
Provisional of CaSalts of CLA & Trans Isomers	23464-C	USA	Filed	August 6, 2003
Rumen Bypass Calcium Salts of Trans and Polyunsaturated Fatty Acids	23464-D	USA	Filed	May 6, 2004
	23464-D	PCT	Filed	May 6, 2004

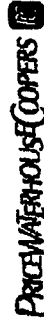


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Dairy Group

Bioproducts Inc.

Asset: Issued Patents, Patent Applications, and Technological Know-How ("Portfolio") - 2
 Valuation as of August 31, 2004

Statutory Portfolio Component	Registration / Application Number	Country	Status	Issue / Filing Date
High Glyceride Content (REPRO)	25571-US - #6,576,667	USA	Issued	November 14, 2001
	25571B-US - #6,774,252	USA	Issued	December 11, 2002
	25571-SAB	Saudi Arabia	Filing	Current
	25571-BGP	Egypt	Filed	November 12, 2002
	25571-NOR	Norway	Filed	April 23, 2002
	25571-NZL - #518,512	New Zealand	Issued	April 22, 2002
	25571-KOR	Korea	Filed	November 14, 2002
	25571-CAN	Canada	Filed	April 26, 2002
	25571-JAP	Japan	Filed	April 17, 2002
	25571-MEX	Mexico	Filed	June 24, 2002
	25571-EPO	Europe	Filed	May 3, 2002
	25571-PCT	All PCT States	Filed	
	25571-AUS	Australia	Filed	April 18, 2002
	25571-MLS	Malaysia	Filed	January 1, 2003
	25571-IDS	Indonesia	Filed	January 1, 2003
	25571-CHN	China	Filed	January 1, 2003
	25571-SPN	Spain	Publishing Claims	March 1, 2003
25571-BRA	Brazil	Filed	March 27, 2003	
25571-ISR	Israel	Filed	April 2, 2003	
25571-PID	Poland	Filed	May 20, 2003	
25571-US1	USA	Filed	August 10, 2004	
25571-US2	USA	Filed	August 10, 2004	

