

Form PTO-1595 (Rev. 08/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

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

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Vitrobirth LLC  
12121 Wilshire Blvd., Suite 1400  
Los Angeles, CA 90025

**2. Name and address of receiving party(ies)**

Name: Vitroco, Inc.

Internal Address: \_\_\_\_\_

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) January 14, 2005

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Release of Security Agreement

Street Address: 5 Hutton Ctr., Suite 700

City: Santa Ana,

State: CA

Country: United States Zip: 90025

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

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

This document is being filed together with a new application.

A. Patent Application No.(s)  
10/643,528  
60/606,543 (abn)

B. Patent No.(s)  
6,921,789

Additional numbers attached?  Yes  No

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

Name: Peter J. Gluck

Internal Address: \_\_\_\_\_

Street Address: 2450 Colorado Avenue, Suite 400E

City: Santa Monica

State: CA Zip: 90404

Phone Number: (714) 708-6507

Fax Number: (310) 586-6507

Email Address: laipmaj@glaw.com

**6. Total number of applications and patents involved: 2****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-2638

Authorized User Name Peter J. Gluck

**9. Signature:**

Signature

March 13, 2006 Date

Peter J. Gluck, PTO Reg. No. 38.022

Name of Person Signing

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

6

CH \$120.00 502638 10643528

ADDITIONAL NAMES FOR FORM PTO-1595

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

Vitrotech Corp.  
5 Hutton Ctr., Suite 700  
Santa Ana, CA 92707

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 14, 2005, between VITROCO INCORPORATED, a Nevada corporation (the "Debtor"), and VITROBIRTH LLC, a Delaware limited liability company (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

### SECTION 1. Definitions; Interpretation.

(a) *Terms Defined in Credit Agreement.* All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) *Certain Defined Terms.* As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" means, collectively, that certain Guaranty, dated as of January 14, 2005, between Debtor and Secured Party and that certain Subsidiary Security Agreement, dated as of January 14, 2005, between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of California.

(c) *Terms Defined in UCC.* Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

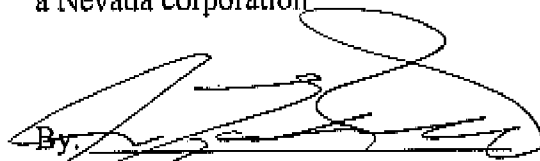
(d) *Construction.* In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### SECTION 2. Security Interest.

(a) *Grant of Security Interest.* As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in and mortgage to, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,  
as of the date first above written.

VITROCO INCORPORATED,  
a Nevada corporation

By:   
Name: Glenn Easterbrook  
Title: CEO

VITROBIRTH, LLC  
a Delaware limited liability company

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

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**SCHEDULE A**  
to the Patent Security Agreement

I. Patents and Patent Applications

- a. Synthetic thermoplastic compounding articles made therefrom and method of manufacture.  
Serial No. 10/036,159  
Published: 20030069342  
Priority Date: May 28, 1999
- b. Additives for use in polymer processing and methods of preparation and use thereof.  
Serial No. 10/643,528  
Published: 20040054056  
Priority Date: August 19, 2002
- c. Masterbatches and methods to improve masterbatch compounding.  
Serial No. 60/606,543  
Priority Date: August 31, 2004