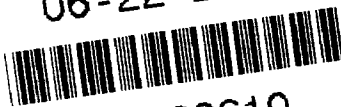


06-22-2006



DEPARTMENT OF COMMERCE  
Patents and Trademark Office

RECO.

103262610  
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)**

Endres Processing Ohio, LLC

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

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

Execution Date(s) March 1, 2006

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: Kalmbach Feed Ingredients, Inc.

Internal Address: Paul Kalmbach, President

Street Address: ~~7048 State Hwy 199~~

7148 State Hwy 199

City: Upper Sandusky

State: Ohio

Country: United States Zip: 43351

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)  
09/960,411

B. Patent No.(s)  
US 6,479,062

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jones Day

Internal Address: James Turoff

Street Address: P. O. Box 165017

City: Columbus

State: Ohio Zip: 43216-5017

Phone Number: (614) 281-3954

Fax Number: (614) 461-4198

Email Address: jturoff@jonesday.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ 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 \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Paul M. Kalmbach*  
Signature

3-15-06

Date

03/22/2006 DATE TIME 00000201 09560411  
Name of Person Signing Paul M. Kalmbach

Total number of pages including cover sheet, attachments, and documents: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 270-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

3/21/06

03-24-2006

Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORD

103204093  
TRADEMARKS 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):

Endres Processing Ohio, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other Limited Liability Company

Citizenship (see guidelines) DelawareAdditional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) March 1, 2006

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

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

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Kalmbach Feed Ingredients, Inc.

Internal

Address: Paul Kalmbach, PresidentStreet Address: 7148 State Hwy 199City: Upper SanduskyState: OhioCountry: United States Zip: 43351

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship Ohio  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,441,488

Additional sheet(s) attached? ☐ Yes ☒ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
TAST-E-BAIT

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

Name: Jones DayInternal Address: James TuroffStreet Address: P.O. Box 165017City: ColumbusState: Ohio Zip: 43216-5017Phone Number: (614) 281-3954Fax Number: (614) 461-4198Email Address: jturoff@jonesday.com

## 6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.101(b)(6) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

## 8. Payment Information:

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

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

## 9. Signature:

Signature

Date

Paul M. Kalmbach

Name of Person Signing

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

12

OFFICE OF PUBLIC RECORDS

03/22/2006 DRYANE

00000200,2441488

Documents to be recorded (including cover sheet) should be faxed to (571) 240-0140, or mailed to: Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

(40.00 OP)

- 1 -

# SECURED PROMISSORY NOTE

\$1,100,000.00

Upper Sandusky, Ohio  
March 1, 2006

FOR VALUE RECEIVED, the undersigned, Endres Processing Ohio, LLC, a Delaware limited liability company ("Maker"), promises to pay to the order of KALMBACH FEED INGREDIENTS, INC., an Ohio corporation, or its designee ("Payee"), at such place as Payee may designate or, in the absence of such designation, at Payee's offices at 7148 State Hwy 199, Upper Sandusky, Ohio 43351, Attention: Paul M. Kalmbach, the sum of ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) (the "Principal Sum"), together with interest as hereinafter provided. Maker promises to pay the Principal Sum and the interest thereon at the time and in the manner provided in this Secured Promissory Note (this "Note").

## Background

- A. Maker and Payee have entered into that certain Asset Purchase Agreement, dated as of December 30, 2005 (the "Asset Purchase Agreement"). Initially capitalized terms used in this Note but that are not defined herein have the meanings given to them in the Asset Purchase Agreement.
- B. Pursuant to Section 3.1 of the Asset Purchase Agreement, Maker agreed to pay a portion of the Purchase Price by delivering this Note to Payee at the Second Closing.
- C. This Note evidences Maker's obligation to pay a portion of the Purchase Price for the Assets, and Maker desires that its obligations under this Note be secured by a first Mortgage on all of the Owned Real Property that is the subject of the Asset Purchase Agreement.
- D. The execution and delivery of this Note by Maker is a condition to the Second Closing under the Asset Purchase Agreement.

## Terms of Note

### **1. Payment Terms.**

- (a) Issuance. Pursuant to and in compliance with the terms of the Asset Purchase Agreement, Maker hereby issues to Payee this Note evidencing Maker's promise to pay, in accordance with the terms of this Note, the Principal Sum and all interest and other fees due thereon.
- (b) Interest. Commencing on the date hereof, interest shall accrue on the unpaid balance of the Principal Sum at the rate of seven and one-half percent (7.5%) per annum. All interest shall be calculated on the basis of a 365/366 day year for the actual number of days the Principal Sum or any part thereof remains unpaid.

(c) Manner of Payment.

- (i) *Principal and Interest.* The Principal Sum and all interest accrued thereon and any fees with respect thereto shall be paid in cash in full on the Maturity Date. As used herein, the term "Maturity Date" means the earlier to occur of (A) April 30, 2009 and (B) the date on which a Change in Control (as defined below) takes place.
- (ii) *Prepayment.* This Note may be prepared in whole or in part at any time and from time to time without any prepayment fee or penalty. Any amount prepaid under this Note shall be applied first to late charges due hereunder; then to pay, or reimburse Payee for, any costs and expenses for which Maker is liable hereunder; then to accrued interest hereunder; and the remainder to reduce the outstanding balance of the Principal Sum.
- (iii) *Offset.* Except as expressly provided in Section 11.4 of the Asset Purchase Agreement, Maker shall make all payments to Payee under this Note without offset, deduction, counterclaim, demand, withholding or other matters of like consequence. Payment into escrow in accordance with Section 11.4 of the Asset Purchase Agreement constitutes payment under this Note to the extent of the amount paid into escrow.

2. **Security Agreement.** As security for the punctual payment of the obligations evidenced by this Note, Maker hereby grants to Payee a security interest in all of Maker's right, title and interest in, to and under all of the Assets acquired by Maker pursuant to the Second Closing under the Asset Purchase Agreement (collectively, the "Collateral"); provided, however, that the security interests created by this Note shall not extend to, and the term "Collateral" shall not include, any of Maker's right, title and interest in, to or under any other assets or properties of Maker or to any Accounts or Inventory (as such terms are defined in the uniform commercial code as in effect in the State of Ohio (the ("UCC")) or the proceeds thereof.

3. **Mortgage.** In addition to the security interests granted in Section 2 above, Maker's obligations under this Note are secured by one or more Mortgages of even date herewith.

4. **Warranties of Maker.** Maker hereby represents and warrants to Payee as follows:

- (a) Organization. Maker is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware, and has all requisite company power and authority to (i) own, lease and operate its assets and properties and (ii) perform its obligations under this Note. Maker's principal place of business is located at 13420 Courthouse Boulevard, Rosemont, Minnesota 55068. Maker's exact legal name is set forth in the initial paragraph of this Agreement, its Federal Employer I.D. No. is 20-3992417, and its organizational number issued by the Delaware Secretary of State is 4080031.
- (b) Validity and Execution. Maker has full legal right, capacity and power and all requisite authority and approval required to enter into, execute and deliver this

Note, to grant the security interests herein and to perform its other obligations hereunder. This Note has been duly executed and delivered by Maker and constitutes the valid and binding obligation of Maker enforceable against Maker in accordance with its terms, subject to the qualification that enforcement of the rights and remedies created hereby may be subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and (ii) general principles of equity. This Note evidences a security interest in favor of Payee and, no Person other than Payee has or has been granted any security interest in any of the Collateral.

- (c) No Conflict. There is no Consent of any party required in connection with any of the actions of Maker contemplated by this Note. The execution and delivery of this Note, and the performance hereunder by Maker will not conflict with or result in a violation of, or breach of, or constitute a default or potential default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, bond, note, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which Maker is a party or by which Maker or its properties are bound.

## **5. Maker's Responsibilities.**

- (a) Perfection of Security Interest. Maker hereby authorizes Payee to file, in the office of the Delaware Secretary of State, or in any other applicable uniform commercial code filing office, one or more UCC financing statements indicating the Collateral as the collateral. Maker further agrees to execute and deliver promptly to Payee, concurrently with execution of this Note and at any time or times hereafter at the reasonable request of Payee, all assignments, affidavits, reports, notices, and any and all other documents and agreements as Payee may reasonably request, in form reasonably satisfactory to Payee, to perfect and to at all times maintain the perfection of Payee's security interests in the Collateral.
- (b) Covenants. So long as there are any obligations outstanding under this Note, Maker will: (i) defend and indemnify Payee against the claims and demands of all other persons claiming a security interest or lien in any item of Collateral; (ii) locate each item of Collateral at 7148 S.R. 199, Upper Sandusky, Ohio or 21152 Twp. Rd. 171, Vanlue, Ohio; (iii) not conduct its business under any name other than Endres Processing Ohio, LLC; (iv) keep all of the tangible personal property Collateral in substantially the same condition it was in on the Second Closing Date, reasonable wear and tear excepted; (v) pay all taxes or assessments imposed on or with respect to any of the Collateral; (vi) pay within one week of demand all costs and expenses, including reasonable attorneys' fees, incurred by Payee at any time after and during the continuance of an Event of Default in enforcing or collecting any of the obligations of Maker hereunder (Maker agrees that all such fees shall be secured under this Note); and (vii) not sell, contract to sell, lease, encumber or otherwise transfer any of the Collateral.
- (c) Insurance.

- (i) So long as there are any obligations outstanding under this Note, Maker agrees to, at its own expense: (A) keep all of the Collateral insured against loss or damage by fire, theft, explosion, and other risks, with financially sound and reputable insurers, with coverage and limits as required by law and as is customarily maintained by Persons engaged in the same or substantially similar lines of business as Maker; and (B) maintain commercial general liability insurance, with financially sound and reputable insurers, with coverage and limits as required by law and as is customarily maintained by Persons engaged in the same or substantially similar lines of business as Maker.
- (ii) All policies obtained in accordance with this section shall: (A) name Payee as a loss payee or an additional insured, as the case may be; and (B) entitle Payee to at least thirty (30) days advanced notice of cancellation. Maker will furnish Payee with evidence of payment of premiums on the insurance policies referred to in this section, upon written request of Payee, which request may be made not more than once per calendar quarter. On the date hereof, and at any time and from time to time hereafter as requested by Payee, Maker will provide Payee with an "acord" form certificate of insurance, evidencing the insurance coverage required by this section.
- (d) Inspection. Upon advance notice of at least two business days, Maker shall allow Payee, at Payee's expense, by or through any of its officers, agents, attorneys or accountants, to inspect the Collateral and to examine and make copies of Maker's books and records related to the maintenance, location, and condition of the Collateral during normal business hours. During the continuation of an Event of Default, however, Maker shall (i) with or without notice, allow Payee, by or through any of its officers, agents, attorneys or accountants, to inspect the Collateral and to examine and make copies of Maker's books and records related to the maintenance, location, and condition of the Collateral, and (ii) pay the reasonable costs and expenses incurred by Payee in connection with any such inspections and examinations, which costs and expenses shall be secured obligations hereunder.
- (e) Reporting.
  - (i) Within 45 days after the close of each fiscal quarter of each fiscal year of Maker, unaudited balance sheets as at the close of each such fiscal quarter and profit and loss statements and a statement of cash flows for the period from the beginning of the applicable fiscal year to the end of such fiscal quarter, all (A) prepared in accordance with U.S. generally accepted accounting principles (except for the exclusion of footnotes and subject to normal year-end audit adjustments), and (B) certified as being true, accurate and complete by Maker's chief financial officer; provided, however, that in the event any audited financial statements or reports are ever prepared with respect to Maker, then, in addition to the foregoing,

within 30 days after any such audited financial statements or reports are prepared, Maker shall furnish copies thereof to Payee.

- (ii) Maker will provide Payee with at least 30 days' prior written notice (or such shorter notice as is reasonably practicable under the circumstances) of any transaction or series of transactions that would constitute a Change in Control, including any transaction or series of transactions that would constitute a Change in Control but for the fact that such transaction or series of transactions involves the current owners of Maker or any Affiliate of Maker.

**6. Events of Default.** Upon the occurrence of any of the following events (each, an "Event of Default"):

- (a) the failure of Maker to make any payment hereunder when due;
- (b) any breach or default by Maker in the observance or performance of any covenant or agreement set forth in this Note, either Mortgage, or Section 6.4 or 6.5 or Article X of the Asset Purchase Agreement, which breach or default continues uncured for a period of 30 days after Maker's receipt of written notice thereof from Payee;
- (c) any representation or warranty of Maker set forth in this Note or either Mortgage shall be materially inaccurate, which inaccuracy continues uncured for a period of 15 days after Maker's receipt of written notice thereof from Payee;
- (d) the institution of any garnishment or foreclosure proceedings by attachment, levy or otherwise, against any properties or assets of Maker, any of the Collateral or any other collateral covered by either Mortgage, provided that with respect to any such proceeding instituted against Maker by a third party, such proceeding is not dismissed within 60 days after filing;
- (e) an assignment for the benefit of the creditors of, or the commencement of any bankruptcy, receivership, insolvency, reorganization, or liquidation proceedings by or against Maker, provided that with respect to any bankruptcy proceeding instituted against Maker by a third party, such proceeding is not dismissed within 60 days after filing; or
- (f) Maker's admission in writing of its inability to pay its debts as they come due,

Payee may, at its option, without notice or demand, accelerate the maturity of the obligations evidenced hereby, which obligations shall become immediately due and payable. In the event Payee shall institute any action for the enforcement or collection of the obligations evidenced hereby, Maker agrees to pay all reasonable costs and expenses of such action, including reasonable attorneys' fees, to the extent permitted by law. Upon any Event of Default, whether by acceleration or otherwise, interest will accrue on the unpaid balance of the Principal Sum and unpaid interest, if any, until paid at the rate of twelve percent (12%) per annum. In addition, Payee may pursue any available remedy

by proceeding at law or in equity to collect the payment of the Principal Sum, interest and any fees on this Note or to enforce the performance of any provision of this Note or either Mortgage. A delay or omission by Payee in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of, or acquiescence in, the Event of Default. No right or remedy that becomes available to Payee upon the happening and during the continuance of an Event of Default is exclusive of any other right or remedy. Without limiting the foregoing, Payee may resort to the rights and remedies of a secured party under, and exercised in accordance with, the UCC, including, but not limited to, the right of a secured party to: (i) lawfully enter any premises of Maker, with or without legal process and take possession of the Collateral and remove it and any records pertaining thereto and/or remain on such premises and use it for the purpose of collecting, preparing and disposing of the Collateral; (ii) ship, reclaim, recover, store, finish, maintain and repair the Collateral; and (iii) sell the Collateral at public or private sale. Maker will be credited with the net proceeds of such sale only when they are actually received by Payee, and any requirement of reasonable notice of any disposition of the Collateral will be satisfied if such notice is sent to Maker at least ten (10) days prior to such disposition. Maker will, upon written request, assemble the Collateral and any records pertaining thereto and make them available at the Upper Sandusky Property. Upon the occurrence of an Event of Default that is then continuing, Maker makes, constitutes and appoints Payee its true and lawful attorney in fact to act, with full power of substitution, with respect to the Collateral in any transaction, legal proceeding, or other matter in which Payee is acting pursuant to this Note.

## **7. Miscellaneous Provisions.**

- (a) Certain Defined Terms. As used in this Note, the following terms have the following meanings:
- (i) "Affiliate" means any person that directly or indirectly, through one or more persons, controls, is controlled by or is under common control with the person specified.
  - (ii) "Board" means the board or committee of any Person serving in a similar function as the board of directors of a corporation.
  - (iii) "Change in Control" means the first to occur of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the properties or assets of Maker or the Business to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than to the current owners of Maker or any of their Affiliates; (2) the adoption of a plan relating to the liquidation or dissolution of Maker; (3) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than the current owners of Maker or any of their Affiliates, becomes the ultimate beneficial owner, directly or indirectly, of 50% or more of the voting power of the Voting Stock of Maker; (4) Maker



consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, Maker, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of Maker or such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where immediately after such transaction, the owners of the Voting Stock of Maker immediately prior to such transaction (or any of their Affiliates) own more than 50% of the voting power of the Voting Stock of the surviving or transferee Person.

(iv) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(v) "Voting Stock" of any Person as of any date means the shares of capital stock or membership interests of such Person that are at the time of determination entitled to vote in the election of the Board of such Person.

- (b) Waivers. Maker hereby waives presentment, notice of dishonor, protest, notice of protest, and diligence in bringing suit, and consents that, without discharging its obligations under this Note, the time of payment may be extended by Payee an unlimited number of times before or after maturity without notice. Payee shall not be required to pursue Maker before exercising any other rights.
- (c) Amendment and Modification. No failure or delay on the part of Payee in exercising any right, power, privilege or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.
- (d) Severability. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Subject only to the foregoing sentence, none of the terms or provisions hereof may be waived, altered, modified or amended except as Maker and Payee may expressly agree in writing.
- (e) Governing Law. This Note shall be construed and enforced in accordance with the laws of the State of Ohio, without reference to its choice of law rules. In the event of any dispute, claim or controversy concerning, arising out of or relating to this Note, its effect, the breach hereof, or the transactions contemplated hereby, Maker and Payee each: (i) irrevocably submits to the exclusive jurisdiction of the courts in the State of Ohio; and (ii) waives any objection it may now or hereafter have to venue or to convenience of forum with respect to such courts. Maker and Payee each hereby waives trial by jury in any judicial proceeding involving, directly or indirectly, any dispute, claim or controversy concerning, arising out of or relating to this Note, its effect, the breach hereof, or the transactions contemplated hereby.

- (f) Notice. Any notice or communication given under this Note will be given in accordance with the terms set forth in the Asset Purchase Agreement.
- (g) Assignment. This Note shall bind Maker and shall not be assigned or transferred by Maker. This Note may be assigned or transferred by Payee without the prior written consent of Maker; provided, however, that Payee shall give Maker written notice of any such assignment or transfer of Payee that includes an authorization and direction to pay Payee's successor in interest. Subject to the foregoing, this Note and the obligations hereunder shall inure to the benefits of and be binding upon the parties hereto and their respective successors and assigns.
- (h) Section Headings, Construction. The headings of Sections in this Note are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Note unless otherwise specified. All words used in this Note will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "hereof" and "hereunder" and similar references refer to this Note in its entirety and not to any specific Section hereof.
- (i) No Third Party Beneficiaries. Nothing herein shall create a contractual relationship with, or any rights in favor of, any third person or entity, it being the intention of the parties that the parties (and the one or more persons or entities described in the following sentence) are the only persons or entities who have intended or incidental third party beneficiary rights. The parties agree that Payee's successor in interest under Section 7(g) above is an intended third party beneficiary and privity of contract is hereby preserved with respect to Payee's successors in interest under this Note.
- (j) No Joint Venture or Similar Relationship. The parties do not intend to create a joint venture, partnership, enterprise or similar arrangement under this Note or with respect to the transactions contemplated hereby. The parties disclaim any inference or implication relating thereto.
- (k) Release of Collateral and Mortgages. Upon payment in full of this Note, Payee shall release and terminate the security interest referenced under Section 2 hereof and the mortgages referenced under Section 3 hereof. In connection therewith, Payee shall execute and deliver to Maker all documents reasonably requested by Maker, in form and substance reasonably acceptable to Payee, to evidence and effect such release and termination, such documents to be prepared by or on behalf of Maker at its expense.

8. **WARRANT OF ATTORNEY.** Maker authorizes any attorney at law to appear in any Court of Record in the State of Ohio or in any other state or territory of the United States after the above indebtedness becomes due, whether by acceleration or otherwise, to waive the issuing and service of process, and to confess judgment against Maker in favor of Payee for the amount then appearing due together with costs of suit, and thereupon to waive all errors and all rights of appeal and stays of execution. Said attorney may fully rely upon the representations of Payee as to the amount due and has no obligation to make any further inquiry.

**WARNING**

**BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE. (SECTION 2323.13, O.R.C.).**

Endres Processing Ohio, LLC, a Delaware  
limited liability company

By: 

Name: Leon J Endres

Title: CEO

Acknowledged and Agreed:

Kalmbach Feed Ingredients, Inc.,  
an Ohio corporation

By: \_\_\_\_\_  
Paul M. Kalmbach, President

## ASSIGNMENT

---

WHEREAS, We, **HONGLUE SHEN**, a citizen of the Peoples Republic of China, residing at 2616 Alder Ridge Lane, Raleigh, NC 27603; **PATRICK V. GURGEL**, a citizen of Brazil, residing at 111 Running Creek Road, Cary, NC 27511; and **VITEROSE WILTSHIRE-LYERLY**, a citizen of the United States of America, residing at 4716 Marathon Lane, Raleigh, NC 27616; together with **DAVID J. HAMMOND** and **STEVEN J. BURTON**, have invented certain inventions and improvements disclosed in a provisional patent application entitled "**PRION PROTEIN BINDING MATERIALS AND METHODS OF USE**", filed in the U.S. Patent & Trademark Office on October 13, 2004, and assigned Serial No. 10/962,670; and

WHEREAS, **PROMETIC BIOSCIENCES (USA), INC.**, having a principal place of business at 13515 Highland Road, Clarksville, MD 21029, USA, is desirous of acquiring an interest in the same;

NOW, THEREFORE, for and in consideration of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which we hereby acknowledge, we, **HONGLUE SHEN, PATRICK V. GURGEL** and **VITEROSE WILTSHIRE-LYERLY**, by these presents do sell, assign and transfer unto **PROMETIC BIOSCIENCES (USA), INC.**, the full, exclusive and entire right, title, and interest in and to said provisional application, and in and to all inventions and improvements disclosed and described in said provisional application;

For the same consideration, we, by these presents do sell, assign, and transfer to **PROMETIC BIOSCIENCES (USA), INC.**, the full, exclusive, and entire right, title and interest in and to any foreign application or applications corresponding to said provisional application, in whole or in part, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said foreign applications, and in and to the right to