

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alltech, Inc.	09/07/2006
RECEIVING PARTY DATA	
Name:	Planet Royalty Administrator, LLC
Street Address:	3852 Alameda Place
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92103
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6391454
Patent Number:	6231895
CORRESPONDENCE DATA	
Fax Number:	(585)295-8453
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5852954497
Email:	ayost@hiscockbarclay.com
Correspondent Name:	Andrew H. Yost
Address Line 1:	2000 HSBC Plaza
Address Line 4:	Rochester, NEW YORK 14604
ATTORNEY DOCKET NUMBER:	3015737 US01
NAME OF SUBMITTER:	Andrew H. Yost
Total Attachments: 2 source=Alltech-Assign#page1.tif source=Alltech-Assign#page2.tif	

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PATENT
REEL: 018239 FRAME: 0363

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Alltech, Inc., a Kentucky Corporation, having offices at 3031 Catnip Hill Pike, Nicholasville, Kentucky 40356 ("Assignor"), does hereby sell, assign, transfer, and convey unto Planet Royalty Administrator, LLC, a California limited liability company, having offices at 3852 Alameda Place, San Diego, California 92103 ("Assignee") and/or Assignee's designees, all of Assignor's right, title and interest in and to all intellectual property rights acquired and/or developed by or for Assignor and/or used or planned to be used in the business of Assignor (collectively "Intellectual Property Rights"), in US Patent Numbers 6,391,454 and 6,231,895:

All United States, international and foreign patent applications and patents, forming part of this Assignment; including any and all current and future improvements, reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing;

All applications to and approvals from any and all governments and government agencies, including but not limited to all applications to and marketing approvals from the United States Food and Drug Administration.

Assignor further assigns and conveys to Assignee and/or Assignee's designee(s) (1) all rights to all past, present and future causes of action and enforcement rights to all of the Intellectual Property Rights, including all rights to pursue damages, injunctive relief and other remedies for past, present and future infringement; and (2) the right to apply in any or all countries of the world, in the name of Assignee or its designee(s), for patents, registrations and other governmental grants or approvals for the Intellectual Property Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding.

Assignor represents that the information provided by Assignor with respect to the Intellectual Property Rights is reliable and complete to the best of Assignor's and its representatives information and belief, and that Assignor has full power to make this Assignment and to sell, assign, transfer and convey the rights as provided herein.

Assignor will, at the reasonable request and expense of Assignee, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordal of specific assignments, oaths, declarations and other documents, to assist Assignee in obtaining patents, registrations and other governmental grants or approvals for, perfecting title to, and enforcing the Intellectual Property Rights. Assignor hereby irrevocably appoints Assignee as its sole attorney-in-fact to execute any document reasonably required to accomplish any or all of the foregoing purposes.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its designees, successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Intellectual Property Rights is executed on _____, 2006.

ASSIGNOR
Alltech, Inc.

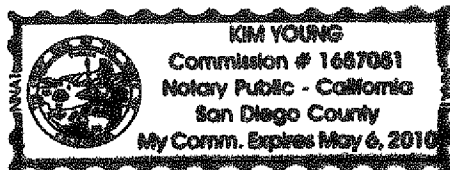
By: Nathan Hohman
Print Name: Nathan Hohman
Title: VP Finance

ASSIGNEE
Planet Royalty Administrator, LLC

By: H. M. Busby
Print Name: H. M. BUSBY
Title: ADMINISTRATOR

State of California)
~~Kentucky~~)
County of San Diego)

On August 28, 2006, before me, personally appeared H. Mac Busby, personally known to me or, proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.



State of California)
Kentucky)
County of Jessamine)

On September 7, 2006, before me, personally appeared Nathan Hohman, personally known to me or, proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Kim Young
(Notary Public)

WITNESS my hand and official seal

Berita H. Zantman
(Notary Public)