

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
B2E Microbials LLC	12/26/2006
RECEIVING PARTY DATA	
Name:	Alerion B2E, LLC
Street Address:	400 Plaza Drive
City:	Secaucus
State/Country:	NEW JERSEY
Postal Code:	07094
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11115033
Patent Number:	5484600
CORRESPONDENCE DATA	
Fax Number:	(212)715-9525
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-715-7765
Email:	crieder@kramerlevin.com
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP
Address Line 1:	1177 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	59520-1
NAME OF SUBMITTER:	Jonatahn S. Caplan

Total Attachments: 9
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GUARANTY, SECURITY AND PLEDGE AGREEMENT, dated as of December 26, 2006 (as amended, supplemented or modified from time to time, this "**Agreement**") from B2E Microbials LLC ("the "**Debtor**") to Alerion B2E, LLC (together with its successors and assigns, the "**Lender**"). Unless otherwise defined in this Agreement, terms defined in Article 8 or 9 of the Uniform Commercial Code in effect in the State of New York are used in this Agreement as such terms are defined in such Article 8 or 9.

1. The Debtor hereby unconditionally guarantees to the Lender that B2E Corporation (the "**Borrower**") will duly and punctually pay or perform all present and future indebtedness, obligations and liabilities, whether now or hereafter existing or arising, direct or indirect, matured or unmatured, primary or secondary, liquidated or contingent, secured or unsecured, due or to become due, joint or several, and howsoever arising, and whether for principal, interest, premiums, expenses, indemnity payments, fees, claims, damages, costs, taxes and expenses of enforcement, owing or incurred under or in connection with (i) the Secured Revolving Promissory Note dated the date hereof from the Borrower to the Lender (as amended, supplemented or modified from time to time, the "**Note**") and (ii) the other documents executed pursuant thereto (such other documents together with the Note, the "**Credit Documents**"), including costs and expenses incurred by the Lender in attempting to collect or enforce any of the foregoing) accrued in each case to the date of payment hereunder (collectively the "**Borrower Obligations**"). This "**Guaranty**" shall mean the guaranty set forth in Section 1 of this Agreement.

(a) The liability of Debtor hereunder shall be limited to the recourse against the Collateral (as defined below) plus, without limitation as to the amounts thereof, all costs and expenses and interest therein payable by the Debtor hereunder pursuant to this Agreement. Anything herein to the contrary notwithstanding, the maximum liability of the Debtor hereunder shall in no event exceed the amount which can be guaranteed by the Debtor under applicable laws relating to the insolvency of debtors. The Lender's dealings with the Borrower need not be limited to any particular sum notwithstanding any limitation herein upon the liability of the Debtor.

(b) The Debtor further agrees, as the principal obligor and not as a guarantor only, to pay to the Lender forthwith upon demand, in funds immediately available to the Lender, all costs and expenses (including court costs and reasonable legal expenses) incurred or expended by the Lender in connection with the enforcement hereof, together with interest on such amounts from the time such amounts become due until payment at the default rate applicable under Section 10 of the Note (i.e. the base rate then applicable under Section 2 of the Note plus 200 basis points). The Debtor hereby guarantees that payments under this Guaranty will be paid to the Lender in U.S. Dollars at such place designated by the Lender in its sole discretion. Payments by the Debtor hereunder may be required by the Lender on any number of occasions.

(c) This Guaranty is an absolute, unconditional and continuing guaranty of the full and punctual payment and performance by the Borrower of the Borrower Obligations and not of their collectibility only and is in no way conditioned upon any requirement that the Lender first attempt to collect any of the Borrower Obligations from the Borrower or resort to any security, other right or remedy including any right or remedy

under any other guaranty or other means of obtaining payment of any of the Borrower Obligations which the Lender now has or may acquire after the date hereof, or upon any other contingency whatsoever. The release or discharge of any security, collateral or other guarantor of any Borrower Obligations shall not affect the continuing liability of the Debtor hereunder. This Guaranty shall be in addition to any other guaranty or other security for the Borrower Obligations, and it shall not be prejudiced or rendered unenforceable by the invalidity of any such other guaranty or security.

(d) The Lender shall be at liberty, without giving notice to or obtaining the assent of the Debtor and without relieving the Debtor of any liability hereunder, to deal with the Borrower and with each other party who now is or after the date hereof becomes liable in any manner for any of the Borrower Obligations, in such manner as the Lender in its sole discretion deems fit, and to this end the Debtor gives to the Lender full authority in its sole discretion to do any or all of the following things: (i) extend credit, make loans and afford other financial accommodations to the Borrower at such times, in such amounts and on such terms as the Lender may approve, (ii) vary the terms and grant extensions of any present or future indebtedness or obligation to the Lender of the Borrower or of any such other party, (iii) grant time, waivers and other indulgences in respect thereto, (iv) vary, exchange, release or discharge, wholly or partially, or delay in or abstain from perfecting and enforcing any security or guaranty or other means of obtaining payment of any of the Borrower Obligations which the Lender now has or acquires after the date hereof, (v) accept partial payments from the Borrower or any such other party, (vi) release or discharge, wholly or partially, any endorser or guarantor, and (vii) compromise or make any settlement or other arrangement with the Borrower or any such other party. The Debtor waives: notice of acceptance hereof, notice of any action taken or omitted by the Lender in reliance hereon, and any requirement that the Lender be diligent or prompt in making demands hereunder, giving notice of any default or asserting any other rights of the Lender hereunder. The Debtor also irrevocably waives, to the fullest extent permitted by law, all defenses that at any time may be available in respect of the Debtor's obligations hereunder by virtue of any exemption, statute of limitations, valuation, stay, moratorium law or other similar law now or hereafter in effect.

(e) If for any reason the Borrower has no legal existence or is under no legal obligation to discharge any of the Borrower Obligations undertaken or purported to be undertaken by it or on its behalf, or if any of the moneys included in the Borrower Obligations have become irrecoverable by operation of law or for any other reason, this Agreement shall nevertheless be binding on the Debtor to the same extent as if the Debtor at all times had been the principal debtor on all such Borrower Obligations. This Guaranty shall continue to be effective or be reinstated if any payment of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Lender for any reason, all as though such payment had not been made.

(f) The Debtor will not, by paying any sum recoverable hereunder (whether or not demanded by the Lender) or by any means or on any other ground, be entitled to be subrogated to any rights of the Lender against the Borrower, or be entitled to seek any contribution or reimbursement from the Borrower, or be entitled to claim any set-off or

counterclaim against the Borrower in respect of any liability of the Debtor to the Borrower until such time as the Borrower Obligations have been paid in full and all commitments of the Lender to the Borrower are terminated. Any sums received by the Debtor in contravention of the foregoing shall be held in trust for the Lender and shall be immediately turned over to the Lender.

2. As collateral security for the due and punctual payment and performance of all of the Obligations (as defined below), the Debtor hereby assigns, pledges and grants to the Lender a continuing security interest in and lien upon all right, title and interest of the Debtor, whether now existing or hereafter arising or acquired, and the Proceeds and products thereof, in and to (i) all Inventory of the Debtor, wherever located, (ii) all Accounts of the Debtor, and (iii) all General Intangibles of the Debtor and all patents, patent licenses, trademarks, trademark licenses, rights in intellectual property, goodwill, tradenames, service marks, trade secrets, know-how, copyrights, permits and licenses other than any intent-to-use trademark applications (all of the foregoing items collectively, the "Collateral").

3. "Obligations" shall mean any and all present and future indebtedness, obligations and liabilities of the Debtor under this Agreement, whether now or hereafter existing or arising, direct or indirect, matured or unmatured, primary or secondary, liquidated or contingent, secured or unsecured, due or to become due, joint or several, and howsoever arising, and whether for principal, interest, premiums, expenses, indemnity payments, fees, claims, damages, costs, taxes and expenses of enforcement, including all reasonable attorneys' fees incurred by the Lender in connection with the enforcement of any of its rights against the Debtor or any other person liable for any of the foregoing.

4. The Debtor represents and warrants to the Lender that as of the date hereof and as of the date of each Advance (as defined in the Note): (i) the Debtor is the legal and beneficial owner of the Collateral free and clear of any lien, mortgage, charge, encumbrance or other preference (a "Lien"), except for taxes not yet due and payable or which are being contested in good faith by appropriate proceedings and which are set forth on Schedule 1 hereto, (ii) the Debtor has all necessary right, power and authority to pledge and grant to the Lender a security interest in the Collateral, and has taken all necessary action to authorize the Debtor's execution, delivery and performance of this Agreement, including to the extent applicable, all necessary actions by trustees, beneficiaries, directors and shareholders and all filings and recordings, (iii) there are no filings or recordings against the Collateral which grant or purport to grant a Lien in any Collateral to any other person, (iv) the Debtor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite power to execute, deliver and perform this Agreement, (v) the execution, delivery and performance by the Debtor of this Agreement does not violate, breach or conflict with (a) the Debtor's charter or trust documents, (b) any agreement, contract or instrument to which the Debtor is a party or by which it or its properties are bound, or (c) any applicable law, (vi) after giving effect to the transactions contemplated by this Agreement, the Debtor is not insolvent, and (vii) this Agreement is the legal, valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms, except as may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights and by general equitable principles.

5. The Debtor covenants and agrees with the Lender that: (i) the Lender's sole duty with respect to the Collateral is to use such care as it uses for similar property for its own account, and the Lender shall not be obligated to preserve rights in the Collateral against prior parties; (ii) the Debtor will (a) be solely responsible for all matters relating to the Collateral, (b) not take any action in contravention of Lender's security interest in the Collateral and will not, and will not purport to, grant or suffer Liens against, or sell, transfer or dispose of any Collateral (provided however, Debtor may make transfers of Inventory of the Debtor and Accounts of the Debtor to the Borrower in the ordinary course of business) (c) from time to time take all actions, and make all filings and recordings reasonably requested by the Lender in connection with the Lender's security interest in the Collateral, (d) promptly notify the Lender of the occurrence of any default by the Debtor, and (e) maintain at all times insurance on the Collateral against risks customarily insured against by companies engaged in a business similar to that of the Debtor; (iii) the Lender is authorized to file financing statements and, during the continuance of an Event of Default under the Note, give notice to third parties regarding the Collateral without the Debtor's signature to the extent permitted by law at any time and from time to time; (iv) the Debtor's true legal name and chief executive office, as applicable, are set forth on the signature page hereof, and the Debtor will not change its name or such address without 30 days' prior written notice to the Lender; (v) Debtor shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence; and (vi) Debtor shall not enter into any transaction, other than in the ordinary course of business, with any affiliate, including Borrower or B2E Biotech, LLC.

6. Upon the occurrence of any default by the Borrower or Debtor under any Credit Document including an Event of Default under the Note, unless and until the same is cured, (i) the Lender may require that payments owing under or in respect of such Collateral be made directly to the Lender, (ii) the Lender shall have the right, in its sole discretion, to take any action with respect to the Collateral, including foreclosure, in order to realize the value therefrom, and (iii) in addition, the Lender shall have all of the rights and remedies of a secured party under the UCC and other applicable law.

7. In the event and to the extent that any provision of this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions, or of such provision in any other jurisdiction, shall not in any way be affected or impaired thereby. The words "including", "include" and "includes" when used herein are not exclusive and shall be deemed to be followed by the words "without limitation".

8. This Agreement may not be modified, changed, waived or discharged orally, but only by a writing signed by the parties hereto. This Agreement shall be and remain the independent obligation of the Debtor, shall inure to the benefit of and be enforceable by the Lender and its successors, transferees and assigns, and shall be binding upon the Debtor, and its successors and assigns, provided, that the Debtor may not transfer, assign or delegate any of its rights or obligations hereunder, and any such purported transfer, assignment or delegation shall be void. This Agreement shall terminate upon final payment in full to the Lender of all of the Obligations, and shall continue to be effective or shall be reinstated, as the case may be, if at any time payment of or on account of any of the Obligations is rescinded or must otherwise be restored or returned by the Lender upon the insolvency, bankruptcy or reorganization of the Debtor or any other person, or otherwise, all as though such payment had not been made.

9. No failure or delay by the Lender in exercising any right or remedy and no course of dealing between the Lender and the Debtor shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or future exercise thereof. All rights and remedies of the Lender shall be cumulative and may be exercised singly or concurrently. No notice to or demand on the Debtor shall entitle the Debtor to any other or further notice or demand, or constitute a waiver of the Lender's rights.

10. Unless otherwise indicated, all notices and other communications in connection with this Agreement shall be given in the manner and to the addresses set forth below or in the Note (including by facsimile).

11. This Agreement shall be governed and construed in accordance with the internal laws of the State of New York without reference to principles of conflicts of law.

12. No provision of this Agreement shall be amended, waived, modified or limited except by a written agreement signed by Lender and Debtor. The unenforceability of any provision of this Agreement shall not affect the enforceability or validity of any other provision hereof. No delay or omission on the part of Lender in exercising any rights hereunder shall operate as a waiver of such right or of any other right under this Agreement. Debtor may not assign this Agreement without the prior written consent of Lender. This Agreement shall be binding upon Debtor and its permitted successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

13. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be mailed by certified mail, return receipt requested, or by Federal Express, Express Mail or similar overnight delivery or courier service or delivered (in person) against receipt to the party to whom it is to be given, and in each case sent via email transmission, addressed as follows (or at such other address as may be substituted by notice given as herein provided):

if to the Company: B2E Microbials LLC
c/o B2E Corporation
3330 Noyac Road, Bldg D-2
Sag Harbor, NY 11963
Attention: William Mintz
Tel: 631-725-5900
Fax: 631-725-5919
Email:bmintz@b2ccorp.com

with a copy to: Greenberg Traurig
200 Park Avenue
New York, NY 10166
Attention: Linda Mintz
Tel: 212-801-9216
Fax: 212-801-6400
Email: mintzl@gtlaw.com

if to Lender: Alerion B2E, LLC
c/o Hartz Trading, Inc.
400 Plaza Drive
Secaucus, NJ 07094
Attention: Jonathan B. Schindel
Telephone: 201-272-6021
Facsimile: 201-348-4073
Email: Jonathan.Schindel@HartzMountain.com

with a copy to: Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Thomas D. Balliett
Tel.: 212-715-9100
Fax.: 212-715-8000
Email: tballiet@Kramerlevin.com

In either case, the addresses provided for notice above shall be changed to any other address as the party shall have furnished in writing in accordance with the provisions of this Section 13. Any notice or other communication shall be deemed to have been duly given and received when delivered in person, three days after the date when posted by certified mail, the next Business Day when posted via Federal Express, Express Mail or similar overnight delivery or courier service and on the date of delivery if delivered during normal business hours, except for a notice changing a party's address, which shall be deemed given at the time of receipt thereof. Any notice given by other means permitted by this Section 13 shall be deemed given at the time of receipt thereof.

14. The parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of any State or Federal court sitting in the State of New York, over any suit, action or proceeding arising out of or relating to this Agreement, any document or instrument delivered pursuant to or in connection with this Agreement, or a breach of this Agreement or any such document or instrument. In any such action or proceeding, each party hereto waives personal service of any summons, complaint or other process and agrees that service thereof may be made in accordance with Section 13. Within 30 days after such service, or such other time as may be mutually agreed upon in writing by the attorneys for the parties to such action or proceeding, the party so served shall appear or answer such summons, complaint or other process. The parties hereto irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment in any suit, action or proceeding brought in any such court shall be conclusive and binding upon the parties and may be enforced in any other court to whose jurisdiction a party is or may be subject, by suit upon such judgment.

15. Upon the payment in full of all the Borrower's Obligations, and the termination of Borrower's right to borrow under the Note, all liens and security interests of Lender upon or in the Collateral herein shall terminate and be released. Debtor may file any and all termination statements in respect of financing statements filed hereunder, and Lender shall, upon Debtor's request and at Debtor's expense, execute and deliver any and all other documents reasonably requested by Debtor to give effect to such release.

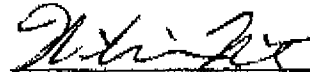
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IN WITNESS WHEREOF, the Debtor has executed and delivered this Agreement.

COMPANY:

B2E MICROBIALS LLC
c/o B2E CORPORATION
B2E Corporation
3330 Noyac Road, Bldg D-2
Sag Harbor, NY 11963

By:



Name: William Mintz

Title: ~~President~~ Partner

Certain Liens

None.