

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

80034-1167

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)

Alaven Pharmaceutical, LLC

2. Name and address of receiving party(ies)

Name: General Electric Capital
Internal Address: Corporation, as agent

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

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

Execution Date(s) February 15, 2008

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License Amended & Restated Patent
- Other Security Agreement

Street Address: 500 W. Monroe

City: Chicago

State: IL

Country: USA Zip: 60661

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

4. Application or patent number(s):

A. Patent Application No.(s)

This document is being filed together with a new application.
B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath
Internal Address: Winston & Strawn LLP
Street Address: 35 W. Wacker Dr.
City: Chicago
State: IL Zip: 60601
Phone Number: 312-558-6352
Fax Number: 312-558-5700
Email Address: lkonrath@winston.com

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 240

- 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 232428
Authorized User Name Laura Konrath

9. Signature:

Laura Konrath Signature 3/25/08 Date

Laura Konrath
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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*Continuation
Item 4*

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PATENT APPLICATIONS, PATENTS AND PATENT LICENSES**

PATENT APPLICATIONS

1	Vitamin compositions for the treatment and prevention of vascular disease and dementia	Application Serial No. 10/635,428	Abandoned
2	Vitamin Compositions Composition and Method for Treating Iron Deficiency Anemia	Application Serial No. 10/635,928	Patent pending
3		Application Serial No. 11/230,042	Patent pending
4	Nutritional supplement having a unique soluble and insoluble fiber blend and method of making the same	Application Serial No. 10/877,300	Patent pending
5	Reduced Irritant Enema for Treatment of Inflammatory Bowel Disease (IBD)	Application Serial No. 11/749,732	Patent pending
6	Composition and Method for Treating Iron Deficiency Anemia (PCT)	Application Serial No. PCT/US 08 01253	Must enter National Phase by 3/19/08
7	Iron Composition with DHA	not yet assigned	Working

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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

This AMENDED AND RESTATED PATENT SECURITY AGREEMENT, dated as of February 15, 2008 (this "Patent Security Agreement"), by ALAVEN PHARMACEUTICAL, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders amends and restates that certain Patent Security Agreement, dated as of April 3, 2006 (the "Existing Patent Security Agreement"), which continues in effect as so amended and restated as set forth herein.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2 GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

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(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3 SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4 AMENDMENT AND RESTATEMENT; REAFFIRMATION OF CONTINUING SECURITY. This Patent Security Agreement amends and restates in its entirety the Existing Patent Security Agreement, by and among the Grantors and the Agent, which Existing Patent Security Agreement continues in effect as so amended and restated as set forth herein. Without limiting the generality of the immediately preceding sentence, the Liens granted under the Existing Patent Security Agreement, as so amended and restated as set forth in this Patent Security Agreement, shall in all respects be and remain continuing, securing the payment of all of the Obligations. The Grantors acknowledge the execution and delivery of the Credit Agreement on the date hereof and hereby reaffirms the security interests and Liens granted to the Agent for its benefit and the ratable benefit of the Lenders pursuant to the Existing Patent Security Agreement as so amended and restated herein.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALAVEN PHARMACEUTICAL, LLC,
as Grantor

By: *Bala Venkataraman*
Name: Bala Venkataraman
Title: Chief Executive Officer, President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALAVEN-PHARMACEUTICAL, LLC.
as Grantor

By: _____
Name: Bala Venkataraman
Title: Chief Executive Officer, President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Agent

By: 
Name: PAUL J. SHIFFERT
Title: Duly Authorized Signatory

Amended and Restated Patent Security Agreement

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ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA
) ss.
COUNTY OF GWINNETT

On this 15th day of FEBRUARY, 2008 before me personally appeared Bala Venkataraman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Alaven Pharmaceutical, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Pamela Collins

{seal}Notary Public



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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

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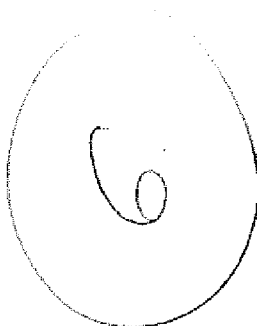
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Nutritional supplement having a unique soluble and insoluble fiber blend and method of making the same	Application Serial No. 10/877,300	Patent pending
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