

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
NUTRITION PHYSIOLOGY COMPANY, LLC	09/15/2008

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, AS AGENT
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	5529793
Patent Number:	5534271
Patent Number:	7063836
Patent Number:	7291326
Patent Number:	7291327
Patent Number:	7291328
Application Number:	10905215
Application Number:	10711155
Application Number:	10711156
Application Number:	11160470
Application Number:	11843540
Application Number:	11932278

CORRESPONDENCE DATA

PATENT

500653249

REEL: 021561 FRAME: 0116

OP \$480.00 5529793

Fax Number: (312)863-7806

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

4975.158

NAME OF SUBMITTER:

Nancy Brougher

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 15, 2008, by NUTRITION PHYSIOLOGY COMPANY, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders ("Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor as Borrower, Ribeye Acquisition, LLC, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit 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 Guarantee and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral 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 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 (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Patent Collateral"):

- (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 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. COLLATERAL 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 Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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.

NUTRITION PHYSIOLOGY COMPANY, LLC, a  
Delaware limited liability company

By:   
Name: BRENT D. WILLIAMS  
Title: VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By \_\_\_\_\_  
Title \_\_\_\_\_

  
Craig Lacy  
Managing Director

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS**

<b>Patent</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
Compositions for improving the utilization of feedstuffs by ruminants	US	5,529,793	June 25, 1996
Process for improving the utilization of feedstuffs by ruminants	US	5,534,271	July 9, 1996
Compositions and methods for inhibiting pathogenic growth	US	7,063,836	June 20, 2006
Compositions and Methods for Reducing the Pathogen Content of Meat and Meat Products	US	7,291,326	Nov. 6, 2007
Compositions and Methods for Inhibiting Pathogenic Growth	US	7,291,327	Nov. 6, 2007
Method to enhance fat content in the milk of a dairy cow	US	7,291,328	Nov. 6, 2007

**PATENT APPLICATIONS**

<b>Application</b>	<b>Jurisdiction</b>	<b>Application Number/ Publication Number</b>	<b>Filing Date</b>
Compositions and Methods for Inhibiting Pathogenic Growth	US	10/905,215 2005-0244390	Dec. 21, 2004
Methods for Detecting and Quantifying Specific Probiotic Microorganisms in Animal Feed	US	10/711,155 2005-0048515	Aug. 27, 2004
Methods for Detecting and Quantifying Specific Microorganisms	US	10/711,156 2005-0048516	Aug. 27, 2004
Compositions and Methods for Inhibiting Pathogenic Growth	US	11/160,470 2006-0110367	June 24, 2005
Compositions and Methods for Reducing the Pathogen Content of Meat and Meat Products	US	11/843,540 2008-0026098	Aug. 22, 2007
Compositions and Methods for Inhibiting Pathogenic Growth	US	11/932,278 2008-0057045	Oct. 31, 2007
Compositions and Methods for Inhibiting Pathogenic Growth	WO	PCT/US2003/030888 WO 2004/030624	Oct. 1, 2003

Compositions and Methods for Inhibiting Pathogenic Growth	Canada	2,501,291	Oct. 1, 2003
Compositions and Methods for Inhibiting Pathogenic Growth	Australia	2003275312	Oct. 1, 2003
Compositions and Methods for Inhibiting Pathogenic Growth	Europe	2003759588	Oct. 1, 2003
Compositions and Methods for Inhibiting Pathogenic Growth	Hong Kong	05111932.3	Oct. 1, 2003
Compositions and Methods for Inhibiting Pathogenic Growth	China	200380100826.5	Oct. 1, 2003
Compositions and Methods for Inhibiting Pathogenic Growth	Japan	2005-500341	Oct. 1, 2003/
Compositions and Methods for Inhibiting Pathogenic Growth	Mexico	2005/003560	Oct. 1, 2003
Compositions and Methods for Inhibiting Pathogenic Growth	South Africa	2005/02598	Oct. 1, 2003
Compositions and Methods for Reducing the Pathogen Content of Meat and Meat Products	WO	PCT/US2003/041830 WO 2004/062388	Dec. 31, 2003
Methods for Detecting and Quantifying Specific Microorganisms	WO	PCT/US2004/028049 WO 2005/022119	Aug. 27, 2004
Methods for Detecting and Quantifying Specific Microorganisms	Australia	2004269388	Aug. 27, 2004
Methods for Detecting and Quantifying Specific Microorganisms	Canada	2537249	Aug. 27, 2004
Methods for Detecting and Quantifying Specific Microorganisms	Japan	2006-524914	Aug. 27, 2004
Methods for Detecting and Quantifying Specific Microorganisms	Mexico	2006/002342	Aug. 27, 2004
Methods for Detecting and Quantifying Specific Microorganisms	South Africa	200601734	Aug. 27, 2004

**PATENT LICENSES**

<b>Name of Agreement</b>	<b>Parties</b>	<b>Date of Agreement</b>
Exclusive License Agreement	Nutrition Physiology Company, LLC (as assignee of Nutrition Physiology Corporation) and the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges	March 31, 2005; assigned September 15, 2008
License Agreement	Nutrition Physiology Company, LLC (as assignee of Nutrition Physiology Corporation) and Oklahoma State University	September 1, 1999; assigned September 15, 2008
License Agreement	Nutrition Physiology Company, LLC (as assignee of Nutrition Physiology Corporation) and University of Nebraska-Lincoln	Originally executed June 3, 2004; amended July 31, 2008; assigned September 15, 2008
Past Invention Commercialization Agreement	Nutrition Physiology Company, LLC (as assignee of Nutrition Physiology Corporation), Texas Tech University and Texas Tech University System	August 1, 2008; assigned September 15, 2008
Future Invention Commercialization Agreement	Nutrition Physiology Company, LLC (as assignee of Nutrition Physiology Corporation), Texas Tech University and Texas Tech University System	August 1, 2008; assigned September 15, 2008