## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	

### **CONVEYING PARTY DATA**

Name	Execution Date	
Superior Equine Pharmaceuticals, Inc.	10/02/2008	

#### RECEIVING PARTY DATA

Name:	Cadence Financial, LLC	
Street Address:	1911 E. 1460 S.	
City:	Spanish Fork	
State/Country:	UTAH	
Postal Code:	84660	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6022563

### **CORRESPONDENCE DATA**

Fax Number: (435)787-2455

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

Phone: 4357879700

Email: dwatkins@bplaw.biz

Correspondent Name: Daniel K. Watkins

Address Line 1: 399 N. Main, Suite 300

Address Line 2: Third Floor

Address Line 4: Logan, UTAH 84321

NAME OF SUBMITTER: Daniel Watkins

#### **Total Attachments: 11**

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PATENT REEL: 021679 FRAME: 0321 OP \$40.00 60225

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> PATENT REEL: 021679 FRAME: 0322

#### PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of October 2, 2008 by and between SUPERIOR EQUINE PHARMACEUTICALS, INC., a Nevada corporation (the "Assignor"), and CADENCE FINANCIAL, LLC, a Utah limited liability company (the "Lender") who are, or may in the future become, parties to a Promissory Note and Security Agreement dated as of even date herewith (collectively referred to as the "Credit Agreements").

## **RECITALS:**

WHEREAS, it is a condition precedent to the Lender making any loan or otherwise extending credit to the Assignor under the Credit Agreements that the Assignor execute and deliver to the Lender, this Patent Collateral Assignment Agreement;

WHEREAS, the Assignor has executed and delivered to the Lender, the Security Agreement, pursuant to which the Assignor has granted to the Lender, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the patents and patent applications listed on Schedule A attached hereto, all to secure the payment and performance of the Credit Agreements;

WHEREAS, this Patent Agreement is supplemental to the provisions contained in the Security Agreement;

#### **AGREEMENT:**

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>DEFINITIONS</u>. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreements and the Security Agreement In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Patent Agreement referred to below:
  - 1.1 "Patent Agreement": This Patent Collateral Assignment and Security Agreement, as amended and in effect from time to time.
  - 1.2 "Patent Collateral": All of the Assignor's right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

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- 1.3. "Patent License Rights": Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.
- 1.4 "Patent Rights": Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.
- 1.4 "Patents": All patents and patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:
  - a. the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);
  - b. all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;
  - c. all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;
  - d. the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and
  - e. the right (but not the obligation) to make and prosecute applications for such Patents.
- 1.5 "Proceeds": Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the licensed rights, ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

- 1.6 "PTO": The United States Patent and Trademark Office.
- 2. <u>GRANT OF SECURITY INTEREST</u>. To secure the payment and performance in full of all of the Credit Agreements, the Assignor hereby grants, assigns, transfers and conveys to the Lender, for the benefit of the and the Lender, by way of collateral security, all of the Patent Collateral. THE LENDER ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.
- 3. <u>REPRESENTATIONS, WARRANTIES AND COVENANTS</u>. The Assignor represents, warrants and covenants that:
  - 3.1 Schedule A attached hereto sets forth a true and complete list of all the patents, rights to patents and patent applications now owned, licensed, controlled or used by the Assignor.
  - 3.2 The issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents.
  - 3.3 To the best of the Assignor's knowledge, each of the issued Patents is valid and enforceable.
  - 3.4 To the best of the Assignor's knowledge, there is no infringement by others of the issued Patents or Patent Rights.
  - 3.5 No claim has been made that the use of any of the Patents does or may violate the rights of any third person, and to the best of the Assignor's knowledge there is no infringement by the Assignor of the patent rights of others.
  - 3.6 The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third party owners with respect to Patents which the Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by the Assignor not to sue third persons, other than the security interest and lien created by the Security Agreement and this Patent Agreement, and other than the liens securing the Credit Agreements to the Senior Lender Lender and the Senior pursuant to the Senior Credit Documents.
  - 3.7 The Assignor has the unqualified right to enter into this Patent Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees which will enable it to comply with the covenants herein contained.

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- 3.8 This Patent Agreement, together with the Security Agreement, will create in favor of the Lender, for the benefit of the , a valid and perfected second priority security interest in the Patent Collateral (subject solely to the liens of the Senior Lender Lender under the Senior Credit Documents), upon making the filings referred to in clause 3.9 of this paragraph 3.
- 3.9 Except for the filing of financing statements under the Uniform Commercial Code and the filing of this Patent Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Patent Agreement by the Assignor, or (2) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.
- 4. <u>NO TRANSFER OR INCONSISTENT AGREEMENTS</u>. Without the Lender's prior written consent and except for licenses of the Patent Collateral in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent Collateral, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's Credit Agreements under this Patent Agreement or the Security Agreement.

### 5. <u>AFTER-ACQUIRED PATENTS, ETC.</u>

- 5.1 After-Acquired Patents. If, before the Credit Agreements shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new patents, patent applications or patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this Patent Agreement shall automatically apply thereto and the Assignor shall give to the Lender notice thereof in writing on a quarterly basis and in accordance with the terms agreed to in the Credit Agreements and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request further to transfer title thereto to the Lender, for the benefit of the and the Lender.
- 5.2 <u>Amendment to Schedule</u>. The Assignor authorizes the Lender to modify this Patent Agreement, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Patents or Patent Rights under Section 2 or Section 5 hereof so long as such amendment is not inconsistent with any such future Patents or Patent Rights.

# 6. PATENT PROSECUTION.

6.1 <u>Assignor Responsible</u>. The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable

actions in connection with the Patent Collateral, and shall hold the Lender and the harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Lender or any of the in connection with the Lender's title to any of the Patent Collateral or any other action or failure to act in connection with this Patent Agreement or the transactions contemplated hereby.

- 6.2 Assignor's Duties, etc. The Assignor shall have the duty to prosecute diligently any patent applications of the Patents pending as of the date of this Patent Agreement and to preserve and maintain all rights in the Patents, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Patents. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed patent application, or any pending patent application or patent, without the consent of the Lender, which consent shall not be unreasonably withheld, unless such abandonment is made by the Assignor in its reasonable business judgment and would not have a material adverse effect on the conduct of the business of the Credit Parties, taken as a whole. The Lender hereby appoints the Assignor as its Lender for all matters referred to in the foregoing provisions of this Section6 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, the Lender may terminate such agency by providing written notice of termination to the Assignor.
- 6.3 Assignor's Enforcement Rights. The Assignor shall have the right to bring suit or other action in the Assignor's own name to enforce the Patents, the Patent Rights and any other rights pertaining to the Patent Collateral against any third party infringing or potentially infringing any of the rights thereof. Further, the Assignor shall have the right to recover and retain all Proceeds including settlement proceeds, damages, royalties and consideration for past, current and future infringement by any such third party as well as retaining any royalties received from any licensing arrangements resulting therefrom. The Lender shall be required to join in such suit or action as may be necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Lender is completely satisfied that such joinder will not subject the Lender or any of the to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including reasonable legal fees, incurred by the Lender and any of the pursuant to this Section6.
- 6.4 <u>Protection of Patents, etc.</u> In general, the Assignor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as, in the reasonable business judgment of the Assignor, may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Patent Collateral. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would affect the validity, grant or enforcement of any of the Patent Collateral except where the failure to take or not take such action or permit such action to be taken or not taken by others

would not reasonably be expected to have a material adverse effect on the conduct of the business of the Credit Parties, taken as a whole.

- 6.5 <u>Notification by Assignor</u>. On a quarterly basis, the Assignor will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or the Assignor's rights, title or interests in and to any of the Patent Collateral.
- 7. <u>LICENSE BACK TO ASSIGNOR</u>. Unless and until there shall have occurred and be continuing an Event of Default and the Lender has notified the Assignor that the license granted hereunder is terminated, the Lender hereby grants to the Assignor the sole and exclusive, nontransferable, royalty-free, worldwide right and license under any of the Patent Collateral to make, have made for it, use, sell and otherwise practice the inventions disclosed and claimed in the Patents and any of the Patent Collateral for the Assignor's own benefit and account and for none other. This grant to the Assignor includes the rights to grant exclusive or non-exclusive licenses (and enforce the Patent Collateral as provided in Section 6.3) in its own name to any third party, including the right to retain and/or recover any Proceeds including settlement proceeds, damage awards, royalties and consideration due to Assignor for any past, present or future activities of any third party relevant to the Patent Collateral. The Assignor agrees not to sell, assign, transfer or encumber its interest (not including licenses or sublicenses) in the license granted to the Assignor in this Section 7, without the prior written consent of the Lender. Any such licenses or sublicenses granted on or after the date hereof may be terminable by the Lender upon termination of the Assignor's license hereunder.
- 8. <u>REMEDIES</u>. If any Event of Default shall have occurred and be continuing, then at the discretion of the Lender, or upon instructions by the Required to the Lender, and upon notice by the Lender to the Assignor:
  - 8.1 The Assignor's license with respect to the Patents as set forth in Section 7 shall terminate;
  - 8.2 The Assignor shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents;
  - 8.3 The Lender shall have, in addition to all other rights and remedies given it by this Patent Agreement, the Credit Agreements, and the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Utah and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall

apply the residue of such proceeds toward the payment of the Credit Agreements as set forth in the Security Agreement. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to the Assignor at least ten (10) days before the time that any intended public sale or other disposition of such Patent Collateral is to be made or after which any private sale or other disposition of such Patent Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

- 9. <u>COLLATERAL PROTECTION</u>. If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Lender for any cost or expense incurred by the Lender in so doing.
- 10. POWER OF ATTORNEY. If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as the Lender may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct). This power of attorney shall be irrevocable for the duration of this Patent Agreement.
- 11. <u>FURTHER ASSURANCES</u>. The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Patent Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in any of the Patent Collateral.
- 12. <u>TERMINATION</u>. At such time as all of the Credit Agreements have been finally paid and satisfied in full, this Patent Agreement shall terminate and the Lender shall, upon the

written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Lender and the by the Assignor pursuant to this Patent Agreement, as fully as if this Patent Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Lender and the pursuant hereto or the Security Agreement.

- 13. <u>COURSE OF DEALING</u>. No course of dealing among the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender or any of the , any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14. <u>EXPENSES</u>. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Patent Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Patent Collateral, shall be borne and paid by the Assignor.
- 15. <u>OVERDUE AMOUNTS</u>. Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Patent Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreements.
- 16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION OBLIGATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

- 17. <u>RIGHTS AND REMEDIES CUMULATIVE</u>. All of the Lender's rights and remedies with respect to the Patent Collateral, whether established hereby or by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Patent Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Lender contained therein. Nothing contained in this Patent Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Patent Collateral granted to the Lender for the benefit of the Lender under the Security Agreement.
- 18. NOTICES. All notices and other communications made or required to be given pursuant to this Patent Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as indicated in the Credit Agreements. Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.
- 19. <u>AMENDMENT AND WAVER</u>. This Patent Agreement is subject to modification only by a writing signed by the Lender and the Assignor, except as provided in Section 5.2. The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.
- 20. GOVERNING LAW; CONSENT TO JURISDICTION. THIS PATENT AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF UTAH. The Assignor agrees that any suit for the enforcement of this Patent Agreement may be brought in the courts of the State of Utah or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in Section 18. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.
- 21. WAIVER OF JURY TRIAL. THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS PATENT AGREEMENT, ANY RIGHTS OR CREDIT AGREEMENTS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR CREDIT AGREEMENTS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Lender or any Lender nor

any representative, agent or attorney of the Lender or any Lender has represented, expressly or otherwise, that the Lender or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreements and the other Loan Documents to which the Lender or any Lender is a party, the Lender and the are relying upon, among other things, the waivers and certifications contained in this Section 21.

22. <u>MISCELLANEOUS</u>. The headings of each section of this Patent Agreement are for convenience only and shall not define or limit the provisions thereof. This Patent Agreement and all rights and Credit Agreements hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Lender and its respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Patent Agreement and the Credit Agreements, or between this Patent Agreement and the Security Agreement, the provisions of the Credit Agreements or the Security Agreement, as the case may be, shall control. If any term of this Patent Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Patent Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Patent Agreement.

SEEN AND AGREED TO as of the date first set forth above.

SUPERIOR EQUINE PHARMACEUTICALS,

INC., a Nevada corporation

Douglas Gørdon, President

STATE OF Whah )

COUNTY OF Whah )

On this 2<sup>kd</sup> day of September, 2008, before me, the undersigned notary public, personally appeared Douglas Gordon, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President of SUPERIOR EQUINE PHARMACEUTICALS, INC.



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# SCHEDULE A

# ISSUED AND PENDING PATENTS

Patents Issued by U.S. Patent and Trademark Office

Title PHENYLBUTAZONE	App. No.	Filing Date	Patent Number	Issue Date
CARRIER FORMULATION	09/240,809	2/1/1999	6,022,563	2/8/2000

PATENT REEL: 021679 FRAME: 0333

**RECORDED: 10/15/2008**