

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the Assignor to also include 4Life Patents, LLC previously recorded on Reel 021805 Frame 867. Assignor(s) hereby confirms the grant of security interest from 4Life Research, LLC and 4Life Patents, LLC to Chase Capital Corporation, as Administrative Agent.

CONVEYING PARTY DATA

Name	Execution Date
4Life Research, LLC	10/31/2008
4Life Patents, LLC	10/31/2008

RECEIVING PARTY DATA

Name:	Chase Capital Corporation
Street Address:	10 S. Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6468534
Application Number:	10081799
Application Number:	10081953
Application Number:	10103671
Application Number:	10646615
Application Number:	11122430
Patent Number:	6866868
Application Number:	11377703
Application Number:	11134244
Application Number:	11415837
Application Number:	11855944

CORRESPONDENCE DATA

PATENT

500702950

REEL: 021824 FRAME: 0333

CH \$440.00 6468534

Fax Number: (214)981-3400

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

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Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

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Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

36084-14290

NAME OF SUBMITTER:

Dusan Clark

Total Attachments: 14

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**PATENT ASSIGNMENT**

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
4Life Research, LLC	10/31/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Chase Capital Corporation
<b>Street Address:</b>	10 S. Dearborn
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6468534
Application Number:	10081799
Application Number:	10081953
Application Number:	10103671
Application Number:	10646615
Application Number:	11122430
Patent Number:	6866868
Application Number:	11377703
Application Number:	11134244
Application Number:	11415837
Application Number:	11855944

**CORRESPONDENCE DATA****Fax Number:** (214)981-3400*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.***Phone:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 717 N. Harwood St., Suite 3400**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:**

36084-14290

**NAME OF SUBMITTER:**

Dusan Clark

**Signature:**

/Dusan Clark/

**Date:**

11/11/2008

**Total Attachments: 9**

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**RECEIPT INFORMATION****EPAS ID:** PAT715970**Receipt Date:** 11/11/2008**Fee Amount:** \$440

## SECOND LIEN PATENT SECURITY AGREEMENT

THIS SECOND LIEN PATENT SECURITY AGREEMENT ("Agreement") is made as of October 31, 2008, by and among 4LIFE RESEARCH, LLC, a Utah limited liability company, 4LIFE PATENTS, LLC, a Utah limited liability company (individually and collectively, as the context requires, the "Debtor"), and CHASE CAPITAL CORPORATION, a Delaware corporation, as Administrative Agent under the below-described Credit Agreement (in such capacity, "Secured Party").

Debtor and Secured Party hereby agree as follows:

### SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in that certain Second Lien Security Agreement of even date herewith between Debtor, certain affiliates thereof and Secured Party.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in **Section 2**.

"**Credit Agreement**" means that certain Second Lien Credit Agreement, dated as of the date hereof, by and among 4Life Research USA, LLC, the other Loan Parties party thereto, the lenders party thereto and Secured Party.

"**PTO**" means the United States Patent and Trademark Office.

"**Security Agreement**" means that certain Second Lien Security Agreement, dated as of the date hereof, between Debtor, certain affiliates thereof and Secured Party.

"**UCC**" means the Uniform Commercial Code as in effect in the State of Utah.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party, on behalf of and for the ratable benefit of the Lenders, a security interest in and to all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "**Collateral**");

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and

patent applications as described in **Schedule A**) all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature; and

(iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with **Section 11**.

**SECTION 3. Supplement to Security Agreement.** This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

**SECTION 4. Representations and Warranties.** Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of all patents and patent applications owned by Debtor, in whole or in part, is set forth in **Schedule A**.

**SECTION 5. Further Acts.** On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

**SECTION 6. Authorization to Supplement.** If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Debtor's obligations under this **Section 6**, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending **Schedule A** to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

**SECTION 7. Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign,

transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in **Section 6** hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

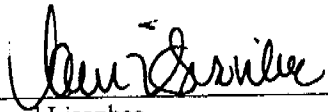
SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

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IN WITNESS WHEREOF, intending to be legally bound, Debtor has caused this Agreement to be duly executed as of the date first above written.

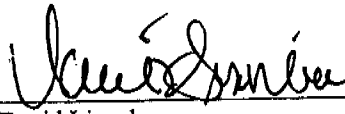
**4LIFE RESEARCH, LLC**  
a Utah limited liability company

By:   
Name: David Lisonbee  
Title: Manager

**4LIFE PATENTS, LLC**  
a Utah limited liability company

By: 4LIFE HOLDINGS, LLC  
a Utah limited liability company, its Manager

By: 4LIFE RESEARCH, LLC  
a Utah limited liability company, its Manager

By:   
Name: David Lisonbee  
Title: Manager

"Debtor"

*Second Lien Patent Security Agreement*

**PATENT**  
**REEL: 021824 FRAME: 0340**



**CHASE CAPITAL CORPORATION**  
a Delaware corporation, as Administrative Agent

By: 

Name: W. Robert Felker

Title: Chief Operating Officer

**"Secured Party"**

*Second Lien Patent Security Agreement*

**PATENT**  
**REEL: 021824 FRAME: 0341**

SCHEDULE A

To Patent Security Agreement

Debtor: individually and collectively, as the context requires, **4LIFE RESEARCH, LLC**, a Utah limited liability company, and **4LIFE PATENTS, LLC**, a Utah limited liability company

U.S. Patents of Debtor:

[See Attached]

Pending U.S. Patent Applications of Debtor:

[See Attached]

**CONFIDENTIAL**  
**4Life Research, LC—Patent Application Docket**  
 (Update October 27, 2008)

Patent/Application Number	Actual Title of Patent	Description
<b>U.S. Patent 6,468,534 B1</b> ✓ (issued 10.22.02)  <u>Pending in:</u> US (filed 02.22.02) EP (filed 09.21.01) JP (filed 09.21.01) KR (filed 09.21.01) MX (filed 09.21.01)  <u>Continuing applications:</u> US 10/081,799 (filed 02.22.02) ✓ US 10/081,953 (filed 02.22.02) ✓	Methods for obtaining transfer factor from avian sources, compositions including avian-generated transfer factor, and methods of use.	Patent for techniques for processing transfer factor from eggs.  Pending applications also intended to patent compositions including transfer factor from eggs and use of transfer factor from eggs.
U.S. Application 10/103,671 ✓ (filed 03.21.02)	Methods for obtaining transfer factor from eggs, compositions including egg-derived transfer factor, and methods of use.	Intended to patent techniques for processing transfer factor from eggs.
U.S. Application 10/646,615 ✓ (filed 08.22.03)	Cardiovascular therapy composition including transfer factor and therapeutic methods including use of the composition.	Intended to patent the uniqueness of 4Life's Targeted Transfer Factor Cardio.
U.S. Application 11/122,430 ✓ (filed 05.04.05)	Compositions, systems, and methods for focusing a cell-mediated immune response	Intended to protect various uses of transfer factor.

**CONFIDENTIAL**  
**4Life Research, LC—Patent Application Docket**  
 (Update October 27, 2008)

Patent/Application Number	Actual Title of Patent	Description
<b>U.S. Patent 6,866,868 B1</b> ✓ (issued 03.15.05) <u>Pending in:</u> AU (filed 09.15.04) CN (filed 09.15.04) EP (filed 09.15.04) HK (filed 07.24.07) JP (filed 09.15.04) MX (filed 09.15.04)	Compositions including different types of transfer factor, methods for making the compositions, and methods of treatment using the compositions.	Patent for methods for combining transfer factor from colostrum and transfer factor from eggs.
U.S. Application 11/377,703 ✓ (filed 03.15.06)	Compositions including different types of transfer factor, methods for making the compositions, and methods of treatment using the compositions.	Continuation-in-part of Patent 6,866,868, specifically intended to patent compositions including transfer factor from both birds and mammals.
U.S. Application 11/134,244 ✓ (filed 05.20.05)	Compositions and methods for supporting metabolic and endocrine system function.	Intended to patent the uniqueness of 4Life's Transfer Factor Glucoach.

**CONFIDENTIAL**  
**4Life Research, LC—Patent Application Docket**  
 (Update October 27, 2008)

Patent/Application Number	Actual Title of Patent	Description
U.S. Application 11/415,837 ✓ (filed 05.02.06) <u>Also pending in:</u> AU (unclear filing date) CN (filed 12.12.07) EP (filed 11.28.07) JP (filed 11.02.07) MX (filed 11.05.07) MY (filed 05.02.06) PH (unclear filing date) SG (filed 05.02.06) TW (filed 05.02.06)	Transfer factor preparations and associated methods.	Intended to patent the uniqueness of 4Life's Transfer Factor RioVida.
U.S. Application 11/855,944 ✓ (filed 09.14.07) <u>Also pending in:</u> PCT (filed 09.19.07) TH (filed 10.01.07) TW (filed 09.27.07)	Immune modulators, preparations and compositions including immune modulators, tests for evaluating the activity of immune modulators and preparations and compositions including the same and methods.	Intended to patent the uniqueness of 4Life's Nanofactor and Tri-Factor products.