

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
Humanetics Corporation	11/30/2009

RECEIVING PARTY DATA

Name:	Larry Hopfenspirger
Street Address:	2025 Nicollet Avenue South
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55404

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	5292730
Patent Number:	5296481
Patent Number:	5424463
Patent Number:	5585371
Patent Number:	6153606
Patent Number:	6465446
Patent Number:	6489313
Patent Number:	6518318
Patent Number:	7199116
Patent Number:	7553829

CORRESPONDENCE DATA

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CH \$400.00 5292730

501031841

PATENT
REEL: 023594 FRAME: 0680

Correspondent Name: Wendy Berklich	
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ATTORNEY DOCKET NUMBER:	37356.1
NAME OF SUBMITTER:	Wendy A. Berklich
Total Attachments: 10 source=Humanetics Security Agreement#page1.tif source=Humanetics Security Agreement#page2.tif source=Humanetics Security Agreement#page3.tif source=Humanetics Security Agreement#page4.tif source=Humanetics Security Agreement#page5.tif source=Humanetics Security Agreement#page6.tif source=Humanetics Security Agreement#page7.tif source=Humanetics Security Agreement#page8.tif source=Humanetics Security Agreement#page9.tif source=Humanetics Security Agreement#page10.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made November 30, 2009, by and between Humanetics Corporation, a Minnesota corporation (the "Company") and Larry Hopfenspirger as Collateral Agent, on behalf of Larry Hopfenspirger, the Jordan Family LLC, Scott Strommen, the Elmer Salovich Revocable Trust U/A dated 12/16/96, Gilya Alchits, Lynn Gordon and Dave Hanson, and such other persons as may appoint the Collateral Agent to act on its behalf. Capitalized terms used herein not otherwise defined herein shall have the same meaning as set forth in the Security Agreement dated this date between the Company and Collateral Agent, who shall be referred to herein as the "Secured Party".

The Company and Secured Party are parties to a Security Agreement of even date herewith (as amended, modified, renewed or extended from time to time, the "Security Agreement"), which Security Agreement provides, among other things, for the grant by the Company to Secured Party of a security interest in certain of the Company's property and assets, including, without limitation, its patents and patent applications, its trademarks, service marks and trade names, and its applications for registration of such trademarks, service marks and trade names. Pursuant to the Security Agreement, the Company has agreed to execute and deliver this Agreement to Secured Party for filing with the United States Patent and Trademark Office (the "PTO") (and any other relevant recording systems in any domestic or foreign jurisdiction), as further evidence of and to effectuate such grant of a security interest in such patents and patent applications, trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, and the other general intangibles described herein. Accordingly, the Company and Secured Party hereby agree as follows:

Section 1. Security Interest.

(a) As security for the payment and performance of the Obligations (as defined in the Security Agreement), the Company hereby grants to Secured Party a security interest in and mortgage to all of the Company's right, title and interest in, to and under the following property, whether now existing or owned or hereafter acquired, developed or arising (collectively, the "Intellectual Property 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, without limitation, such patents and patent applications as described in Schedule A hereto), 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 state (including common law), federal and foreign trademarks, service marks and trade names, URLs and domain names, and applications for registration of such trademarks, service marks and trade names, URLs and domain names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule B hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present or future

infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Company connected with and symbolized by any of the aforementioned properties and assets;

(iv) all general intangibles (as defined in the UCC) and all intangible intellectual or other similar property of the Company of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(v) all products and proceeds of any and all of the foregoing.

(b) This Agreement shall create a continuing security interest in the Intellectual Property Collateral which shall remain in effect until terminated in accordance with Section 17 hereof.

(c) Notwithstanding the foregoing provisions of this Section 1, the grant of a security interest as provided herein shall not extend to, and the term "Intellectual Property Collateral" shall not include, any general intangibles of the Company (whether owned or held as licensee or lessee, or otherwise), to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained.

Section 2. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. The Company at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Intellectual Property Collateral and to accomplish the purposes of this Agreement. Secured Party shall have the right to, in the name of the Company, or in the name of Secured Party or otherwise, without notice to or assent by the Company, and the Company hereby irrevocably constitutes and appoints Secured Party (or any agent designated by him) acting as the Company's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of the Company on all or any of such documents or instruments and perform all other acts that Secured Party deems necessary or advisable in order to perfect or continue to perfect, maintain the priority or enforceability of or provide notice of Secured Party's security interest in, the Intellectual Property Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Company, which Secured Party may deem necessary or advisable to maintain, preserve and protect the Intellectual Property Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or (after the occurrence of any Event of Default) institute any action, suit or proceeding with respect to the Intellectual Property Collateral, and, after the occurrence of any Event of Default, (B) to assert or retain any rights under any license agreement for any of the

Intellectual Property Collateral, including without limitation any rights of the Company arising under Section 365(n) of the Bankruptcy Code, and (C) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Intellectual Property Collateral, to grant or issue any exclusive or non-exclusive license or sub-license with respect to any Intellectual Property Collateral, and to assign, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral; provided, however, that in no event shall Secured Party have the unilateral power, prior to the occurrence and continuation of an Event of Default, to assign any of the Intellectual Property Collateral to any Person, including itself, without the Company's written consent. The foregoing shall in no way limit Secured Party's rights and remedies upon or after the occurrence of an Event of Default. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

Section 3. Future Rights. Except as otherwise expressly agreed to in writing by Secured Party, if and when the Company shall obtain rights to any new patentable inventions or any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any patents or trademarks, or any improvement of any patent, the provisions of Section 1 shall automatically apply thereto and the Company shall give to Secured Party prompt notice thereof. The Company shall do all things deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Intellectual Property Collateral; provided, however, that the Company shall not be required to register any patents or trademarks with the U.S. Patent and Trademark Office (the "PTO") except to the extent consistent with the Company's past practices. The Company hereby authorizes Secured Party to modify, amend, or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Company's behalf and as its attorney-in-fact to include any such future Intellectual Property Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with PTO.

Section 4. Secured Party's Duties. Notwithstanding any provision contained in this Agreement, Secured Party shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Company or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Intellectual Property Collateral.

Section 5. Representations and Warranties. The Company represents and warrants to Secured Party as of the date of this Agreement that:

(a) A true and correct list of all of the existing Intellectual Property Collateral consisting of U.S. and foreign patents and patent applications and/or registrations owned by the Company, in whole or in part, is set forth in Schedule A.

(b) A true and correct list of all of the existing Intellectual Property Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by the Company, in whole or in part, is set forth in Schedule B.

(c) All patents, trademarks, service marks and trade names of the Company are subsisting and have not been adjudged invalid or unenforceable in whole or in part.

(d) All maintenance fees required to be paid on account of any patents or trademarks of the Company have been timely paid for maintaining such patents and trademarks in force, and, to the Company's knowledge, each of the patents and trademarks constituting part of the Intellectual Property Collateral is valid and enforceable.

(e) No material infringement or unauthorized use presently is being made of any Intellectual Property Collateral by any Person.

(f) the Company is the sole and exclusive owner of the Intellectual Property Collateral, subject only to (i) the lien created under the Security Agreement and (ii) the lien on the Intellectual Property Collateral held by Bayerische Hypo-und Vereinsbank AG, and the past, present and contemplated future use of such Intellectual Property Collateral by the Company has not, does not and will not infringe or violate any right, privilege or license agreement of or with any other Person.

Section 6. Covenants. So long as any of the Obligations remain unsatisfied or until this Agreement has terminated pursuant to Section 16 hereof:

(a) The Company will appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or Secured Party's rights or interest in, the Intellectual Property Collateral.

(b) The Company will not allow or suffer any Intellectual Property Collateral to become abandoned, nor any registration thereof to be terminated, forfeited, expired or dedicated to the public without the prior written consent of Secured Party.

(c) The Company will diligently prosecute all applications for patents and trademarks, and file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters as shall be reasonable and appropriate in accordance with prudent business practice, and promptly pay any and all maintenance, license, registration and other fees, taxes and expenses incurred in connection with any Intellectual Property Collateral.

Section 7. Secured Party's Rights and Remedies.

(a) Secured Party shall have all rights and remedies available to it under the Security Agreement and applicable law with respect to the security interests in any of the Intellectual Property Collateral or any other collateral. The Company agrees that such rights and remedies include, but are not limited to, the right of Secured Party as a secured party to sell or otherwise dispose of its collateral after default pursuant to the UCC. The Company agrees that Secured Party shall at all times have such royalty free licenses, to the extent permitted by law, for any

Intellectual Property Collateral that shall be reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of an Event of Default and shall additionally have the right to license and/or sublicense any Intellectual Property Collateral, whether general, special or otherwise, and whether on an exclusive or a nonexclusive basis, any of the Intellectual Property Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party in its sole discretion shall determine in connection with the exercise of any of such rights or remedies. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of the Company or Secured Party, to enforce or protect any of the Intellectual Property Collateral, in which event the Company shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Intellectual Property Collateral, the Company agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

(b) The cash proceeds actually received from the sale or other disposition or collection of Intellectual Property Collateral, and any other amounts received in respect of the Intellectual Property Collateral the application of which is not otherwise provided for herein, shall be applied as provided in the Security Agreement.

Section 8. Notices. All notices and other communications hereunder shall be given as provided in the Security Agreement.

Section 9. No Waiver: Cumulative Remedies. No failure on the part of Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to Secured Party.

Section 10. Costs and Expenses; Indemnity.

(a) The Company agrees to pay on demand all of Secured Party's reasonable costs and expenses, including reasonable attorneys' fees, in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Agreement, and the assignment, sale or other disposal of any of the Intellectual Property Collateral.

(b) The Company hereby agrees to indemnify Secured Party, any affiliate thereof, and their respective directors, officers, employees, agents, counsel and other advisors (each an "Indemnified Person") against, and hold each of them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including, without limitation, reasonable

attorneys' fees and attorneys' fees incurred pursuant to 11 U.S.C., which may be imposed on, incurred by, or asserted against any Indemnified Person, relating to or arising out of this Agreement, including in connection with any infringement or alleged infringement with respect to any Intellectual Property Collateral, or any action taken or omitted to be taken by it hereunder (the "Indemnified Liabilities"); provided that the Company shall not be liable to any Indemnified Person for any portion of such Indemnified Liabilities to the extent they are found by a final decision of a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or willful misconduct. If and to the extent that the foregoing indemnification is for any reason held unenforceable, the Company agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

(c) Any amounts payable to Secured Party under this Section 10 or otherwise under this Agreement if not paid upon demand shall bear interest from the date of such demand until paid in full, at the rate of interest set forth in the Note.

Section 11. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Company, Secured Party and their respective successors and assigns.

Section 12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Minnesota, except to the extent that the validity or perfection of the security interests hereunder in respect of any Intellectual Property Collateral are governed by federal law and except to the extent that Secured Party shall have greater rights or remedies under federal law, in which case such choice of Minnesota law shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law.

Section 13. Amendment. This Agreement shall not be amended except by the written agreement of the parties.

Section 14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

Section 15. 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.

Section 16. Termination. Upon payment and performance in full of all Obligations, this Agreement shall terminate and Secured Party shall promptly execute and deliver to the Company such documents and instruments reasonably requested by the Company as shall be

necessary to evidence termination of all security interests given by the Company to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO; provided, however, that the obligations of the Company under Section 10 hereof shall survive such termination.

Section 17. Security Agreement. The Company acknowledges that the rights and remedies of Secured Party with respect to the security interests in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement and all such rights and remedies are cumulative.

Section 18. No Inconsistent Requirements. The Company acknowledges that this Agreement and the Security Agreement may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Company agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

Section 19. Conflicts. In the event of any conflict or inconsistency between this Agreement and the Security Agreement, the terms of this Agreement shall control.

[signatures next page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

HUMANETICS CORPORATION

By Ronald J. Zenk
Ronald J. Zenk
President and Chief Executive Officer

COLLATERAL AGENT

Larry Hopfenspirger
Name: Larry Hopfenspirger

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 30th day of November, 2009, by Ronald J. Zenk, the President of Humanetics Corporation, a Minnesota corporation, on behalf of the corporation.



Melissa S. Tveit
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 30th day of November, 2009, by Larry Hopfenspirger, the Collateral Agent.



Melissa S. Tveit
Notary Public

SCHEDULE A
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Issued U.S. Patents of the Company

REF	PATENT #	ISSUE DATE	TITLE
1.	5,292,730	March 8, 1994	Modulation of immune system with 5-Androstenes
2.	5,296,481	March 22, 1994	Treatment process for promoting weight loss employing a substituted 5-Androstene
3.	5,424,463	June 13, 1995	5-Androstenes Useful for Promoting Weight Maintenance or Weight Loss
4.	5,585,371	December 17, 1996	Treatment of immune system with 5-Androstene
5.	6,153,606	November 28, 2000	Improving Memory by the Administration of 5-Androstene-3-Beta-ol-7, 17-Dione and 3 Beta Esters Thereof
6.	6,465,446	October 15, 2002	Treatment of dermatitis by the topical application of 5-Androstene-3 β -ol-7, 17 Dione and metabolizable precursors thereof
7.	6,489,313	December 3, 2002	Memory by the administration of 5-Androstene-3 β -ol-7, 17 Dione and 3 β Esters thereof
8.	6,518,318	February 11, 2003	Stimulating transport of Glucose into Animal Tissue by Administration of Pinitol
9.	7,199,116	April 3, 2007	Method of Modulating the Basal Metabolic Rate of a Dieting Mammal by Administration of a Metabolic Modulating Agent to the Dieting Mammal
10.	7,553,829	June 30, 2009	Treatment of Chronic Fatigue Syndrome and Fibromyalgia Syndrome

Pending U.S. Patent Application of the Company

None.

Issued International Patents of the Company

None.

Pending International Patent Applications of the Company

REF	COUNTRY	SERIAL NO.	TITLE
1.	Japan	2004-4160	Method of Modulating the Basal Metabolic Rate of a Dieting Mammal by Administration of a Metabolic Modulating Agent to the dieting Mammal (7-oxo DHEA)

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks of the Company Registered with USPTO

REF	MARK	REG NUMBER	REG DATE
1.	WEIGHT LOSS ACCELERATOR	2,476,865	8/7/2001
2.	HUMANETICS THE SCIENCE OF SUPPLEMENTS (and design)	2,724,792	6/10/2003
3.	HUMANETICS THE SCIENCE OF SUPPLEMENTS (and design)	2,942,298	4/19/2005
4.	7-KETO	2,964,802	7/5/2005
5.	7-KETO (and design)	2,675,783	1/21/2003

Trademark Applications of the Company Pending at USPTO

REF	MARK	SERIAL NUMBER	FILING DATE
1.	AUGMUNE (Abandoned)	78/483,769	09/15/2004
2.	AT-EASE	77/632866	12/15/2008

International Registered Trademarks of the Company

REF	COUNTRY	MARK	REG NUMBER	REG DATE
1.	Canada	7-KETO (and design)	606,108	03/24/2004
2.	Canada	7-KETO	594,851	11/17/2003

International Pending Trademark Applications of the Company

REF	COUNTRY	MARK	REG NUMBER	REG DATE
1.	Israel	AT-EASE	217457	12/17/2008