

02-17-2010

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



103588918

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)

MCN BIOPRODUCTS INC.

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

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

Execution Date(s) October 28, 2009

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

2. Name and address of receiving party(ies)

Name: FORAGEN TECHNOLOGIES LIMITED PARTNERSHIP

Internal Address: Attn: Armand Lavoie

Street Address: 105 - 111 Research Drive

City: Saskatoon

State: Saskatchewan

Country: Canada Zip: S7N 3R2

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/362,860

B. Patent No.(s)

7,090,887; 7,560,132

Additional numbers attached? ☐ Yes ☒ No

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

Name: MacPherson Leslie & Tyerman LLP

Internal Address: Attn: Chris Woodland (44176.2)

Street Address: 1500 - 410 - 22nd Street East

City: Saskatoon

State: Saskatchewan, Canada Zip: S7K 5T6

Phone Number: (306) 975-7128

Fax Number: (306) 975-7145

Email Address: cwoodland@mlt.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$120.00

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name 02/16/2010 LMUELLER 00000047 11362860

01 FC:0021

120.00

9. Signature:

Signature

February 2, 2010

Date

Chris Woodland

Name of Person Signing

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

16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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)

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

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

Execution Date(s) _____

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: CIC ASSET MANAGEMENT INC.

Internal Address: Attn: Rae Haverstock

Street Address: 1800 - 1874 Scarth Street

City: Regina

State: Saskatchewan

Country: Canada Zip: S4P 4B3

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) _____

FEB 10 2010

Additional numbers attached? ☐ Yes ☐ No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: _____

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

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature _____

Date _____

Name of Person Signing _____

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☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: FCC VENTURES, a division of Farm Credit Canada

Internal Address: Attn: Aki Georgacacos

Street Address: Crowfoot West Business Centre

235 - 600 Crowfoot Crescent NW

City: Calgary

State: Alberta

Country: Canada Zip: T3G 0B4

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) _____

FEB 10 2010

Additional numbers attached? ☐ Yes ☐ No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: _____

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

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☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: GROWTHWORKS CANADIAN FUND LTD.

Internal Address: Attn: Brad Munro

Street Address: 830 - 410 - 22nd Street East

City: Saskatoon

State: Saskatchewan

Country: Canada Zip: S7K 5T6

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: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: _____

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

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☐ Enclosed
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8. Payment Information

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9. Signature:

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- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: GROWTHWORKS COMMERCIALIZATION FUND INC.

Internal Address: Attn: Brad Munro

Street Address: 830 - 410 - 22nd Street East

City: Saskatoon

State: Saskatchewan

Country: Canada Zip: S7K 5T6

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

4. Application or patent number(s):

A. Patent Application No.(s) _____

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Additional numbers attached? ☐ Yes ☐ No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: _____

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**PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS AGREEMENT ("Agreement"), dated October 28, 2009, is by and between MCN BIOPRODUCTS INC. ("Debtor"), with its registered office at 1005 – Tower at Midtown, 201, 1st Avenue South, Saskatoon, Saskatchewan, S7K 1J5, Canada, and FORAGEN TECHNOLOGIES LIMITED PARTNERSHIP ("Secured Party"), a limited partnership formed under the laws of Quebec and having an office at 105 – 111 Research Drive, Saskatoon, Saskatchewan, S7N 3R2, Canada, as agent for CIC ASSET MANAGEMENT INC., FCC VENTURES, a division of Farm Credit Canada, GROWTHWORKS CANADIAN FUND LTD., GROWTHWORKS COMMERCIALIZATION FUND INC. and FORAGEN TECHNOLOGIES LIMITED PARTNERSHIP (collectively the "Lenders")

WITNESSETH:

WHEREAS Debtor has adopted, used and is using, and is the owner of the entire right, title and interest in and to the patents and applications therefor described in Exhibit A hereto and made a part hereof (the "Applicable IP");

AND WHEREAS the Lenders and Debtor have entered into financing arrangements as set forth in Debentures dated August 25, 2009, issued by Debtor in favour of each of the Lenders as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, (collectively the "Loan Agreements") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Loan Agreements, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

AND WHEREAS in order to induce the Lenders to make loans and advances and provide other financial accommodations to the Debtor, Debtor has agreed to grant to the Lenders certain collateral security as set forth herein;

AND WHEREAS the Lenders and Secured Party have agreed that Secured Party shall act as the Lenders' agent in regards to the collateral security granted herein.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to the Lenders a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title and interest in the Applicable IP together with all rights and privileges arising under applicable law with respect to Debtor's use of the Applicable IP and all reissues, divisions, continuations, extensions and renewals thereof (all of the foregoing being

September 29, 2009

collectively referred to herein as the "Patents"); (b) all present and future improvements to the Patents; (c) all income, fees, royalties and other payments at any time due or payable with respect to the Patents, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements of the Patents; (e) all rights corresponding to the Patents throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Patents.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to the Lenders pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to the Lenders and/or their affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under this Agreement, the Loan Agreements, the other Financing Agreements or in connection with the transactions contemplated by this Agreement, the Loan Agreements or the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreements, whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by the Lenders (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and the Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

- (a) Debtor shall pay and perform all of the Obligations according to their terms.
- (b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except (i) the security interests granted hereunder and (ii) the licenses described under Section 3(e) below.
- (c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreements. Nothing in this Agreement shall be

deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

- (d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Where permitted by law, Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Patents and Trademark Office and the corresponding patent offices in any European countries, or in any similar office or agency in the United States or Europe, or any state or political subdivision thereof.
- (e) As of the date hereof, Debtor has not granted any licenses with respect to the Patents other than as set forth in Exhibit B hereto.
- (f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party, for and on behalf of the Lenders, three (3) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.
- (g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by the Lenders to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Debtor to the Lenders set forth in the Loan Agreements and shall be part of the Obligations secured hereby.
- (h) If, after the date hereof, Debtor shall obtain the registration of any Patent, including any reissue, division, continuation, continuation-in-part or extension of any Patent, file any Patent application, including any application for reissue or extension of any Patent, or any divisional, continuation or continuation-in-part application in the United States Patent and Trademark Office or any corresponding patent office in any European country, or in any similar office or agency in the United States or Europe, or any state or political subdivision thereof, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Patent in favour of Secured Party.

- (i) Debtor has not abandoned any of the Patents and Debtor will not do any act, nor omit to do any act, whereby the Patents may become abandoned, invalidated, unenforceable, avoided or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Patents may become abandoned, cancelled, invalidated, avoided or avoidable.
- (j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any corresponding patent office in any European country, or before any similar office or agency in the United States or Europe, or any state or political subdivision thereof to maintain such application and registration of the Patents as Debtor's exclusive property, and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.
- (k) To the best of Debtor's knowledge, Debtor has no notice of any material infringement or unauthorized use presently being made of any of the Patents that would adversely affect in any material respect the fair market value of the Patents or the benefits of this Agreement granted to Secured Party and the Lenders, including, without limitation, the remedies of Secured Party and the Lenders hereunder. There has been no judgment holding any of the Patents invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Patents presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof or any guarantor) learns of any use by any person of any other process or product which infringes upon any Patent. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Patents.
- (l) Debtor assumes all responsibility and liability arising from the use of the Patents and Debtor hereby indemnifies and holds Secured Party and the Lenders harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted or sold by Debtor in connection with any Patent or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreements.
- (m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of

Debtor to the Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become payable in accordance with the terms of the Loan Agreements. "Event of Default", as used in this Agreement, means any default under the Loan Agreements.

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of the Lenders, whether provided under this Agreement, the Loan Agreements, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

- (a) Secured Party may, in its good faith determination, require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Patents for any purpose whatsoever. Secured Party may make use of any Patents for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to the Lenders by Debtor or for such other reason as Secured Party may determine.
- (b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, Europe and all other foreign countries.
- (c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days' prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.
- (d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Patents (or any application, registration or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees and

reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Patents against any other parties.

- (e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to the Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay the Lenders, on demand, any such unpaid amounts, together with interest at the rate then applicable to the indebtedness of Debtor to the Lenders set forth in the Loan Agreements.
- (f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services to which the Patents relate and Debtor's customer lists and other records relating to the Patents and the distribution thereof.
- (g) Nothing contained herein shall be construed as requiring Secured Party or the Lenders to take any such action at any time. All of Secured Party and the Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively or concurrently.

6. MISCELLANEOUS

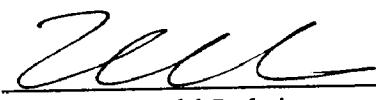
- (a) Secured Party and the Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or wilful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.
- (b) All notices, requests and demands hereunder shall be given in accordance with the terms of the Loan Agreements.
- (c) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to the Lenders, Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof", "herein", "hereunder", "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any

particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(f) hereof.

- (d) This Agreement shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.
- (e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.
- (f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.
- (g) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the laws of the Province of Saskatchewan, Canada (without giving effect to principles of conflicts of law).

IN WITNESS WHEREOF Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MCN BIOPRODUCTS INC.

Per: 
Name: Todd Lahti
Title: President

**FORAGEN TECHNOLOGIES
LIMITED PARTNERSHIP**

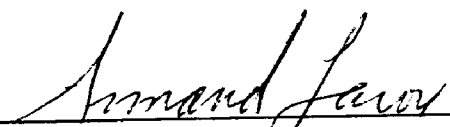
Per: 
Name: Armand Lavoie
Title: Managing Director

EXHIBIT A**LIST OF PATENTS AND PATENT APPLICATIONS**

<u>Patent or Patent Application</u> <u>Description</u>	<u>Jurisdiction</u>	<u>Registration</u> <u>Number</u>	<u>Registration</u> <u>Date</u>	<u>Application/Serial</u> <u>Number</u>	<u>Application</u> <u>Date</u>
(a) Oilseed Processing	US	7,090,887	Aug 15/06	10/255,599	Sept 27/02
(b) Oilseed Processing	US	7,560,132	July 14/09	11/381,765	May 5/06
(c) Oilseed Processing	US			11/362,860	Feb 26/06
(d) Oilseed Processing	Europe	1,446,022		02779065.8	

EXHIBIT B

LICENSES

Technology Evaluation and License Agreement with Merloni Progetti S.p.A. dated June 17, 2007

Technology License with Can Pro Ingredients Ltd. dated April 10, 2007

SPECIAL POWER OF ATTORNEY (PATENTS)

PROVINCE OF SASKATCHEWAN)
)

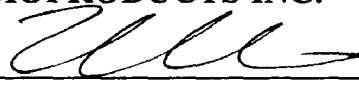
KNOW ALL MEN BY THESE PRESENTS that MCN BIOPRODUCTS INC. ("Debtor"), having its registered office at 701 Broadway Avenue, P.O. Box 638, Saskatoon, Saskatchewan, S7K 3L7, Canada, hereby appoints and constitutes severally FORAGEN TECHNOLOGIES LIMITED PARTNERSHIP ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to any Patents (as such term is defined in the Security Agreement, defined below) and all registrations, recordings, reissues, extensions and renewals thereof, or for the purpose of recording, registering and filing or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Patent Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: October 28, 2009

MCN BIOPRODUCTS INC.

Per: 
Name: Todd Lahti
Title: President