

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
OS HOLDINGS, LLC	03/08/2011
RECEIVING PARTY DATA	
Name:	PNC Bank
Street Address:	4600 Great Northern Boulevard
City:	North Olmsted
State/Country:	OHIO
Postal Code:	44070
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6207202
CORRESPONDENCE DATA	
Fax Number:	(216)583-7087
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2165837000
Email:	ecaja@ulmer.com
Correspondent Name:	Edward Caja
Address Line 1:	1660 West 2nd Street Suite 1100
Address Line 4:	Cleveland, OHIO 44113
ATTORNEY DOCKET NUMBER:	14260-0259
NAME OF SUBMITTER:	Edward F. Caja
Total Attachments: 5 source=OS_Holdings_PNC_Bank_Security_Agreement#page1.tif source=OS_Holdings_PNC_Bank_Security_Agreement#page2.tif source=OS_Holdings_PNC_Bank_Security_Agreement#page3.tif source=OS_Holdings_PNC_Bank_Security_Agreement#page4.tif source=OS_Holdings_PNC_Bank_Security_Agreement#page5.tif	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 8, 2011 (this "Agreement"), is made by OS HOLDINGS, LLC, an Ohio limited liability company (the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION (together with its successor and assigns, the "Lender").

WITNESSETH:

WHEREAS, this Agreement is made in connection with (a)(i) that certain Business Loan Agreement by and between Lender and Grantor, dated as of even date herewith (the "Loan Agreement") and (ii) that certain Promissory Note executed and delivered by Grantor to Senior Lender, dated as of even date herewith, in the principal amount of One Million Dollars (\$1,000,000)(the "\$1,000,000 Note"), (b) that certain Promissory Note executed and delivered by Grantor to Lender, dated as of even date herewith, in the principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000) (the "\$750,000 Note") and (c) that certain Convertible Line of Credit Note executed and delivered by Grantor to Lender, dated as of even date herewith, in the principal amount of Two Hundred Fifty Thousand Dollars (\$250,000)(collectively with the Loan Agreement, the \$1,000,000 Note and the \$750,000 Note, the "Loan Documents");

WHEREAS, in connection with the Loan Documents, the Grantor has executed and delivered three (3) respective Commercial Security Agreements, dated as of the date hereof (as each may be amended, supplemented, amended and restated or otherwise modified from time to time, collectively, the "Security Agreements");

WHEREAS, pursuant to the Loan Documents, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreements.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Lender and hereby grants to the Lender, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Patent Collateral");

(a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under each respective Security Agreement. Each Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

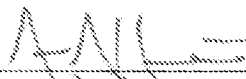
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in each Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

OS HOLDINGS, LLC

By: 
Name: Sam Hartwell
Title: Chairman

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Scott P. Spicer
Title: Vice President

SCHEDULE I
to Patent Security Agreement

Item A. Patents

Issued Patents

Country	Patent No.	Issue Date	Inventor(s)	Title
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SEE ATTACHED

Pending Patent Applications

Country	Serial No.	Filing Date	Inventor(s)	Title
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None.

Patent Applications in Preparation

Country	Docket No.	Expected Filing Date	Inventor(s)	Title
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None.

Item B. Patent Licenses

Country or Territory	Licensor	Licensee	Effective Date	Expiration Date	Subject Matter
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None.

Schedule I
to Patent Security Agreement

Country	Title	Application No. Filing Date	Patent No. Issue Date
United States	Flaked fish food made from raw fish	09/359,824 07/23/1999	6,207,202 03/27/2001