## 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
NV Acquisition, LLC, a Delaware limited liability company to become known as Nutri-Vet, LLC	08/12/2011

#### **RECEIVING PARTY DATA**

Name:	BMO Capital Corporation	
Street Address:	100 King Street West, 11th Floor	
Internal Address:	First Canadian Place	
City:	Toronto, Ontario	
State/Country:	CANADA	
Postal Code:	M5X 1A1	

## PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	6524609	
Patent Number:	6911215	

### CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

Phone: (312) 845-3430 Email: kalwa@chapman.com Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street Address Line 2: Chapman and Cutler LLP Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1932094 NAME OF SUBMITTER: Richard Kalwa

Total Attachments: 4 source=3054222#page1.tif source=3054222#page2.tif source=3054222#page3.tif source=3054222#page4.tif

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REEL: 026746 FRAME: 0516

**PATENT** 

### PATENT COLLATERAL AGREEMENT

This 12th day of August, 2011, NV Acquisition, LLC, a Delaware limited liability company to become known as Nutri-Vet, LLC ("Debtor") with its principal place of business and mailing address at 495 N. Dupont Avenue, Boise, Idaho 83713, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Capital Corporation, a Canadian corporation, with its mailing address at 100 King Street West, 11th Floor, First Canadian Place, Toronto, Ontario M5X 1A1, and its successors and assigns ("Secured Party"), and grants to Secured Party a continuing security interest in, the following property

- (i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and
- (ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent or patent application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Security Agreement dated as of May 4, 2010 among Debtor, such affiliates and Secured Party, as the same may be amended, modified, assumed, supplemented or restated from time to time (the "Security Agreement").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

3051898.01.01.B.doc 1932094 IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

NV ACQUISITION, LLC, a Delaware limited liability company to become known as Nutri-Vet, LLC

By: Beefeaters Holding Company, Inc.
Managing Member

By::
Name: Constantine Triandafellos
Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

**BMO CAPITAL CORPORATION** 

Name \_\_\_\_\_\_ Title

[Signature Page to Patent Collateral Assignment Agreement] (BMOC)

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

NV ACQUISITION, LLC, a Delaware limited liability company to become known as Nutri-Vet, LLC

By: Beefeaters Holding Company, Inc. Managing Member

By:: \_\_\_\_\_\_\_ Name: Constantine Triandafellos

Name: Constantine Triandafellos
Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

**BMO CAPITAL CORPORATION** 

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Title T

[Signature Page to Patent Collateral Assignment Agreement] (BMOC)

# SCHEDULE A TO PATENT COLLATERAL AGREEMENT

Patent Title	Patent Number	<u>Issue Date</u>
Treating Arthritis in Animals with Dietary Supplements	6,524,609	February 25, 2003
Treating Arthritis in Animals with Dietary Supplements	6,911,215	June 28, 2005

PATENT REEL: 026746 FRAME: 0520

**RECORDED: 08/12/2011**