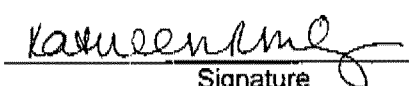


Client Code: NUTRI.000GEN

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party: (List using letters or numbers for multiple parties) NUTRITION 21, INC.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party: Name: N21 Acquisition Holding, LLC Street Address: 4 Manhattanville Road City: Purchase State: NY ZIP: 10577</p> <p>Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures) November 22, 2011</p>	<p>4. US or PCT Application number(s) or US Patent number(s): <input checked="" type="checkbox"/> SEE APPENDIX A</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: NUTRI.000GEN</p>	<p>6. Total number of applications and patents involved: 32</p>
<p>7. Total fee (37 CFR 1.21(h)): \$1,280 <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Kathleen R. Mekjian</u> Name of Person Signing</p> <p><u></u> Signature</p> <p><u>Jan. 10, 2012</u> Date</p> <p>61,399 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 15</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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APPENDIX A
Assignment dated November 22, 2011
NUTRITION 21, INC. to N21 ACQUISITION HOLDING, LLC

Case No.	Title of Invention:	Application No.	Filing Date:	Patent No:	Date Issued:
AMBIINC.001A	CHROMIUM PICOLINATE COMPOSITIONS AND USES THEREOF	09/144026	8/28/1998	5948772	9/7/1999
AMBIINC.001CP1	ENTERIC-COATED CHROMIUM PICOLINATE COMPOSITIONS AND USES THEREOF	09/228701	1/12/1999	6093711	7/25/2000
AMBIINC.001CP2	CHROMIUM PICOLINATE COMPOSITIONS AND USES THEREOF	09/291561	4/14/1999	6143301	11/7/2000
AMBIINC.004A	CHROMIUM NICOTINATE COMPOSITIONS AND USES THEREOF	09/143256	8/28/1998	5905075	5/18/1999
AMBIINC.004CP1	ENTERIC-COATED CHROMIUM POLYNICOTINATE COMPOSITIONS AND USES THEREOF	09/229463	1/12/1999	6100250	8/8/2000
AMBIINC.004CP2	CHROMIUM POLYNICOTINATE COMPOSITIONS AND USES THEREOF	09/291560	4/14/1999	5980905	11/9/1999
AMBIINC.007A	METHODS AND COMPOSITIONS FOR THE TREATMENT OF DIABETES, THE REDUCTION OF BODY FAT, IMPROVEMENT OF INSULIN SENSITIVITY, REDUCTION OF HYPERGLYCEMIA, AND REDUCTION OF HYPERCHOLESTEROLEMIA WITH CHROMIUM COMPLEXES, CONJUGATED FATTY ACIDS, AND/OR CONJUGATED*	09/957876	9/20/2001	6809115	10/26/2004

APPENDIX A
Assignment dated November 22, 2011
NUTRITION 21, INC. to N21 ACQUISITION HOLDING, LLC

Case No.	Title of Invention:	Application No.	Filing Date:	Patent No:	Date Issued:
AMBIINC.007CP1	METHODS AND COMPOSITIONS FOR THE TREATMENT OF DIABETES, THE REDUCTION OF BODY FAT, IMPROVEMENT OF INSULIN SENSITIVITY, REDUCTION OF HYPERGLYCEMIA, AND REDUCTION OF HYPERCHOLESTEROLEMIA WITH CHROMIUM COMPLEXES, CONJUGATED FATTY ACIDS, AND/OR CONJUGATED FAT				
AMBIINC.007DV1	METHODS FOR THE TREATMENT OF DIABETES, THE REDUCTION OF BODY FAT, IMPROVEMENT OF INSULIN SENSITIVITY, REDUCTION OF HYPERGLYCEMIA, AND REDUCTION OF HYPERCHOLESTEROLEMIA WITH CHROMIUM COMPLEXES, CONJUGATED FATTY ACIDS, AND/OR CONJUGATED FATTY ALCOHOLS	10/319328	12/12/2002		
AMBIINC.007DV2	METHODS FOR THE TREATMENT OF DIABETES, THE REDUCTION OF BODY FAT, IMPROVEMENT OF INSULIN SENSITIVITY, REDUCTION OF HYPERGLYCEMIA, AND REDUCTION OF HYPERCHOLESTEROLEMIA WITH CHROMIUM COMPLEXES, CONJUGATED FATTY ACIDS, AND/OR CONJUGATED FATTY ALCOHOLS	11/435120	5/16/2006		

APPENDIX A
Assignment dated November 22, 2011
NUTRITION 21, INC. to N21 ACQUISITION HOLDING, LLC

Case No.	Title of Invention:	Application No.	Filing Date:	Patent No:	Date Issued:
AMBIINC.007DV3	METHODS FOR THE TREATMENT OF DIABETES, THE REDUCTION OF BODY FAT, IMPROVEMENT OF INSULIN SENSITIVITY, REDUCTION OF HYPERGLYCEMIA, AND REDUCTION OF HYPERCHOLESTEROLEMIA WITH CHROMIUM COMPLEXES, CONJUGATED FATTY ACIDS, AND/OR CONJUGATED FATTY ALCOHOLS	11/435125	5/16/2006		
AMBIINC.1CP2C2	CHROMIUM PICOLINATE COMPOSITIONS AND USES THEREOF	09/849865	5/4/2001	6432942	8/13/2002
AMBIINC.1CP2C3	CHROMIUM PICOLINATE COMPOSITIONS AND USES THEREOF	10/207748	7/25/2002	6713469	3/30/2004
AMBIINC.4CP1C1	CHROMIUM POLYNICOTINATE COMPOSITIONS	09/480473	1/10/2000	6100251	8/8/2000
AMBIINC.4CP1C2	CHROMIUM POLYNICOTINATE COMPOSITIONS AND USES THEREOF FOR ABSORPTION OF ESSENTIAL METALS	09/634664	8/8/2000	6323192	11/27/2001
NUTRI.019A	METHOD FOR PROMOTING WEIGHT AND FAT LOSS	08/908820	8/8/1997	5914326	6/22/1999
NUTRI.023A	CHROMIUM/BIOTIN TREATMENT OF DYSLIPIDEMIA AND DIET-INDUCED POST PRANDIAL HYPERGLYCEMIA	10/090038	2/27/2002		
NUTRI.023C1	CHROMIUM/BIOTIN TREATMENT OF DYSLIPIDEMIA AND DIET-INDUCED POST PRANDIAL HYPERGLYCEMIA	11/136794	5/24/2005		
NUTRI.025NP	CHROMIUM COMPOSITIONS AND METHODS FOR USING THE SAME FOR INHIBITING DRUG-INDUCED INSULIN RESISTANCE	10/509487	9/27/2004		

APPENDIX A
Assignment dated November 22, 2011
NUTRITION 21, INC. to N21 ACQUISITION HOLDING, LLC

Case No.	Title of Invention:	Application No.	Filing Date:	Patent No:	Date Issued:
NUTRI.027DV1	ARGININE SILICATE INOSITOL COMPLEX AND USE THEREOF	11/146620	6/6/2005	7576132	8/18/2009
NUTRI.031C1	USE OF CHROMIUM HISTIDINATE FOR TREATMENT OF CARDIOMETABOLIC DISORDERS	12/512430	7/30/2009		
NUTRI.031VPC	USE OF CHROMIUM HISTIDINATE FOR TREATMENT OF CARDIOMETABOLIC DISORDERS	PCT/US2008/052352	1/29/2008		
NUTRI.035C1	METHODS AND COMPOSITIONS FOR THE SUSTAINED RELEASE OF CHROMIUM	12/340257	12/19/2008	8062677	11/22/2011
NUTRI.035D1	METHODS AND COMPOSITIONS FOR THE SUSTAINED RELEASE OF CHROMIUM	13/300059	11/18/2011		
NUTRI.035VPC	METHODS AND COMPOSITIONS FOR THE SUSTAINED RELEASE OF CHROMIUM	PCT/US2008/056545	3/11/2008		
NUTRI.037C1	MULTIPLE UNIT DOSAGE FORM HAVING A THERAPEUTIC AGENT IN COMBINATION WITH A NUTRITIONAL SUPPLEMENT	12/645124	12/22/2009		
NUTRI.037VPC	MULTIPLE UNIT DOSAGE FORM HAVING A THERAPEUTIC AGENT IN COMBINATION WITH A NUTRITIONAL SUPPLEMENT	PCT/US2008/067736	6/20/2008		
NUTRI.038C1	CHROMIUM COMPLEXES FOR IMPROVEMENT OF MEMORY AND COGNITIVE FUNCTION	12/652282	1/5/2010		
NUTRI.038VPC	CHROMIUM COMPLEXES FOR IMPROVEMENT OF MEMORY AND COGNITIVE FUNCTION	PCT/US2008/069079	7/2/2008		
NUTRI.040PR	CHROMIUM COMPLEXES AS ENHANCERS OF BRAIN GLUCOSE TRANSPORTERS	61/222255	7/1/2009		

APPENDIX A
Assignment dated November 22, 2011
NUTRITION 21, INC. to N21 ACQUISITION HOLDING, LLC

Case No.	Title of Invention:	Application No.	Filing Date:	Patent No:	Date Issued:
NUTRI.041PR	METHODS AND COMPOSITIONS FOR TREATING HYPOGLYCEMIA AND HYPOGLYCEMIA RELATED CONDITIONS	61/391586	10/8/2010		
NUTRI.041PR2	METHODS AND COMPOSITIONS FOR THE TREATMENT AND PREVENTION OF HYPOGLYCEMIA AND RELATED DISORDERS	61/448134	3/1/2011		

EXECUTION COPY

ASSIGNMENTS OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS is made effective as of November 22, 2011, by NUTRITION 21, INC. and NUTRITION 21, LLC (collectively, the "*Assignor*"), to N21 Acquisition Holding, LLC ("*Assignee*").

Assignee and Assignor are parties to an Amended and Restated Asset Purchase and Sale Agreement, entered into and effective as of November 1, 2011 (the "*Agreement*"), pursuant to which Assignee has purchased and acquired the Purchased Assets (as defined in the Agreement), including without limitation all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and trademarks, patent applications and trademark applications, including without limitation, the patents, trademarks, patent applications and trademark applications listed on Annex A attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "*Patents and Trademarks*"). Capitalized terms used herein, but not otherwise defined herein, shall have the meaning ascribed to them in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers, delivers and grants to Assignee, and Assignee hereby accepts the sale, conveyance, assignment, transfer, delivery and grant of, all of Assignor's worldwide right, title and interest in, to and under the Patents and Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent and Trademark, whether arising prior to or subsequent to the date of this Assignment of Patents and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Patents and Trademarks not been made. Assignor hereby authorizes the U.S. Patent and Trademark Office, and, as appropriate, the corresponding officials in the several states as well as the corresponding officials in foreign countries, to record Assignee as the owner of the Patents and Trademarks assigned by Assignor to Assignee pursuant to this Assignment of Patents and Trademarks and issue in accordance with this Agreement all registrations of such Patents and Trademarks and all applications for any of the same, which are assigned to Assignee by this Agreement or which relate to the subject matter so assigned. Assignor further agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment of Patents and Trademarks, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. Assignor will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for the Patents and Trademarks before any administrative, government or other tribunal.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents and Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents and Trademarks as of the date first above written.

NUTRITION 21, INC.

By: Alan Kirschbaum
Name: Alan Kirschbaum
Title: CFO

NUTRITION 21, LLC

By: Alan Kirschbaum
Name: Alan Kirschbaum
Title: CFO

ASSIGNEE

N21 ACQUISITION HOLDING, LLC

By: _____
Name:
Title:

SIGNATURE PAGE TO N21 ACQUISITION HOLDING, LLC INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents and Trademarks as of the date first above written.

NUTRITION 21, INC.

By: _____
Name:
Title:

NUTRITION 21, LLC

By: _____
Name:
Title:

ASSIGNEE

N21 ACQUISITION HOLDING, LLC

By: 
Name: Michael Satow
Title: CEO

Nisin Related Patents

United States	Patent # 5,760,026
Australia Patent	Patent # 672384
New Zealand	Patent # 249007
New Zealand	Patent # 299034
New Zealand	Patent # 310798
United States	Patent # 5,762,948
United States	Patent # 5,985,823
United States	Patent # 5,135,910
United States	Patent # 5,763,395
United States	Patent # 5,559,096
United States	Patent # 5,958,873

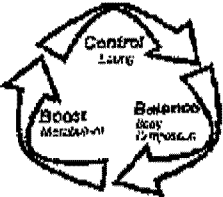

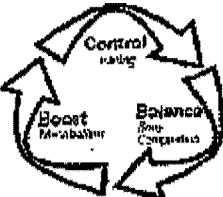
Lysostaphin Related Patents

Australia	Patent # 2004201269
Germany	Patent # 1107722
European Patent Convention	Patent # 1107722
France	Patent # 1107722
United Kingdom	Patent # 1107722
United States of America	Patent # 6,028,051
United States of America	Patent # 6,569,830
United States of America	Patent # 7,122,514
United States of America	Patent # 7,078,377
Australia	Patent # 754806
Canada	Patent # 2297083
Germany	Patent # 1001804
European Patent Convention	Patent # 1001804
France	Patent # 1001804
United Kingdom	Patent # 1001804
United States of America	Patent # 6,156,332
United States of America	Patent # 5,804,549
United States of America	Patent # 5,866,539
United States of America	Patent # 5,858,962
Canada	Patent # 1340850
United States of America	Patent # 5,910,479
United States of America Published	11/445,289
Japan Pending	2000-503861

Trademarks in the Name of Nutrition 21, LLC

Trademark	Registration Number	Registration Date
CHROMAX	1,837,663	05/31/1994
CHROMAX	1,937,056	11/21/1995
CHROMAX II	1,590,459	04/10/1990
NUTRITION 21	2,024,986	12/24/1996
SELENOMAX	2,005,236	10/01/1996
SELENOPURE	2,626,190	09/24/2002
ZENERGEN	2,940,546	04/12/2005
ZINMAX	2,024,537	12/17/1996

Trademarks in the Name of Nutrition 21, Inc.

Trademark	Registration No. (Application Number)	Registration Date (Application Date)
	2,674,646	01/14/2003
	2,674,651	01/14/2003
	2,674,652	01/14/2003
CORE4LIFE CHROMAX	(77/069,235)	(12/21/2006)
DIACHROME	2,854,190	06/15/2004
DIACHROME	2,948,444	05/10/2005
Diachrome	(77/209,714)	(06/19/2007)
PERFECT 3	(78/904,417)	(06/09/2006)

Foreign Trademarks in the Name of Nutrition 21, Inc.

Trademark	Country	Registration No. (Application Number)	Registration Date (Application Date)
BRITE BITES	CTM	1,131,952	02/01/2001
CHROMAX	Canada	TMA483841	10/09/1997
CHROMAX	CTM	3,244,829	07/04/2006
SELENOMAX	CTM	(5,605,845)	(01/10/2007)
SELENOMAX	South Africa	(2007/03416)	(02/21/2007)
SWEET SUPPORT	CTM	1,308,394	12/22/2000