

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
Pentec Health, Inc.	06/01/2012
RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 S. Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61292139
Application Number:	61292806
Application Number:	12498773
CORRESPONDENCE DATA	
Fax Number:	
Email:	latiffany.brown@kattenlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	LaTiffany Brown
Address Line 1:	525 West Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	214338-70
NAME OF SUBMITTER:	LaTiffany Brown
Total Attachments: 6 source=PSA#page1.tif source=PSA#page2.tif source=PSA#page3.tif source=PSA#page4.tif source=PSA#page5.tif source=PSA#page6.tif	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of this 1st day of June, 2012 by PENTEC HEALTH, INC., a Pennsylvania corporation (“**Grantor**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, Pentec Acquisition Sub, Inc., a Delaware corporation, Pentech Holdings, Inc., a Delaware corporation, Delaware Valley Home Care, Inc., a Pennsylvania corporation, Pentech Home Health, Inc., a Pennsylvania corporation (collectively, the “**Borrowers**”), the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Credit Agreement dated as of June 1, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantee, the Borrowers and the other Loan Parties party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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

1. Incorporation of Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising, but excluding any Excluded Property:

- (i) each Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent; and

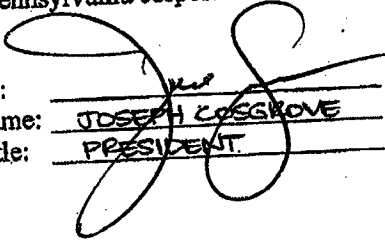
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Patent, or (b) injury to the goodwill associated with any Patent.

3. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PENTEC HEALTH, INC.,
a Pennsylvania corporation

By: 
Name: JOSEPH COSGROVE
Title: PRESIDENT

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Faraaz Kamran
Title: Director

SCHEDULE A

Patent Registrations and Applications

Grantor	Country	Title	Application No.	Filing Date	Publication Date	Assignees
Pentec Health, Inc.	International	Nutritive Compositions and Methods of Using Same	PCT/US09/49800	July 14, 2008	January 14, 2010	Pentec Health, Inc.
Pentec Health	U.S.	Nutritive Compositions and Methods of Using Same	12/498,773	July 7, 2009	Published June 3, 2010 as publication number 2010-0136133	Pentec Health
Pentec Health, Inc.	U.S.	Nutritive Compositions and Methods of Using Same	61/292,139 (now expired)	January 4, 2010	N/A	Pentec Health, Inc.
Pentec Health, Inc.	U.S.	Nutritive Compositions and Methods of Using Same	61/292,806 (now expired)	January 6, 2010	N/A	Pentec Health, Inc.
Pentec Health, Inc.	Australia	Nutritive Compositions and Methods of Using Same	2009268742	07-Jul-2009 (IA date)		Pentec Health, Inc.
Pentec Health, Inc.	Brazil	Nutritive Compositions and Methods of Using Same	Not yet assigned	07-Jul-2009 (IA date)		Pentec Health, Inc.
Pentec Health, Inc.	Canada	Nutritive Compositions and Methods of Using Same	2,729,619	07-Jul-2009 (IA date)		Pentec Health, Inc.
Pentec Health, Inc.	China	Nutritive Compositions and Methods of Using Same	0980126321.3	07-Jul-2009 (IA date)		Pentec Health, Inc.
Pentec Health, Inc.	Egypt	Nutritive Compositions and Methods of Using Same	PCT 23/2011	07-Jul-2009 (IA date)		Pentec Health, Inc.
Pentec Health, Inc.	Europe	Nutritive Compositions and Methods of Using Same	09795060.4	07-Jul-2009 (IA date)	Published March 30, 2011 as 2300020	Pentec Health, Inc.
Pentec Health, Inc.	United Kingdom	Nutritive Compositions and Methods of Using Same	1021639.8	07-Jul-2009 (IA date)	Published March 9, 2011 as GB2473390	Pentec Health, Inc.
Pentec Health, Inc.	Hong Kong	Nutritive Compositions and Methods of Using Same	11 103786.9	07-Jul-2009 (IA date)		Pentec Health, Inc.

Grantor	Country	Title	Application No.	Filing Date	Publication Date	Assignees
Pentec Health, Inc.	India	Nutritive Compositions and Methods of Using Same	4946/KOLNP/10	07-Jul-2009 (IA date)	Published March 11, 2011	Pentec Health, Inc.
Pentec Health, Inc.	Japan	Nutritive Compositions and Methods of Using Same	Not yet assigned	07-Jul-2009 (IA date)		Pentec Health, Inc.
Pentec Health, Inc.	Republic of Korea	Nutritive Compositions and Methods of Using Same	2011-7001680	07-Jul-2009 (IA date)		Pentec Health, Inc.
Pentec Health, Inc.	South Africa	Nutritive Compositions and Methods of Using Same	2011/00114	07-Jul-2009 (IA date)		Pentec Health, Inc.
Pentec Health, Inc.	United States	Nutritive Compositions and Methods of Using Same	12/847,513	July 10, 2010	December 16, 2010 as publication number 2010-0317602	Pentec Health, Inc.
Pentec Health, Inc.	International application	Nutritive Compositions and Methods of Using Same	PCT/US2010/43944	July 30, 2010		Pentec Health, Inc.
Pentec Health, Inc.	International application	Nutritive Compositions and Methods of Using Same	PCT/US2010/03192	December 15, 2010		Pentec Health, Inc.