

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
Nutrition Physiology Company, LLC	07/17/2012
RECEIVING PARTY DATA	
Name:	Fifth Third Bank
Street Address:	1225 Seventeenth Street, Suite 2850
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7063836
Patent Number:	7291327
Patent Number:	7291328
Patent Number:	5529793
Patent Number:	5534271
Application Number:	11932278
Application Number:	12421449
Application Number:	61558615
Application Number:	12763775
CORRESPONDENCE DATA	
Fax Number:	(303)322-5800
Phone:	303-394-7212
Email:	bduggan@ckbrlaw.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:	Bridget Duggan

OP \$360.00 7063836

Address Line 1: 270 St. Paul Street, Suite 200
Address Line 4: Denver, COLORADO 80206

NAME OF SUBMITTER:

Michael D. Killin

Total Attachments: 7

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of July 17, 2012, by NUTRITION PHYSIOLOGY COMPANY, LLC, a Delaware limited liability company, (the "Grantor"), in favor of FIFTH THIRD BANK, an Ohio state-chartered banking corporation ("Bank")

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of July 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor and Bank, Bank has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein, and pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce it to make extensions of credit to Grantor thereunder, Grantor hereby agrees with Bank as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Patent Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Liabilities, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Bank, and grants to Bank a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Security Agreement

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan

Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms of the Loan Agreement provide, among other things, that transfer, licensing or sub-licensing of the Patent Collateral are prohibited except in certain circumstances.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

**NUTRITION PHYSIOLOGY
COMPANY, LLC**

By David L. L.
Its CEO

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK

By _____
Its _____


IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

**NUTRITION PHYSIOLOGY
COMPANY, LLC**

By _____
Its _____

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK

By 
Its Vice President

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

A. REGISTERED PATENTS

See Attached

B. PATENT APPLICATIONS:

See Attached

C. PATENT LICENSES:

Those licensed to Grantor by Oklahoma State University pursuant to that certain (a) License Agreement dated as of September 1, 1999, which is the subject of a Consent to Assignment of License Agreement dated as of September 11, 2008, and (b) Exclusive License Agreement, dated as of March 31, 2005, which replaced, but also incorporated by reference certain terms of, a License Agreement dated as of January 1, 1996, in each case as amended restated, or replaced from time to time.

**NUTRITION PHYSIOLOGY ACTIVE PATENT MATTERS
DATE OF REPORT — MAY 3, 2012**

MATTER NO	TITLE	CNTRY	APPL NO	APPL DATE	PATENT NO	GRANT DATE	INVENTORS	STATUS	SUB STATUS	TEXT	CURRENT OWNER
495854	Compositions and Methods for Inhibiting Pathogenic Growth	ZA	200502598	10/01/2003	200502598	08/27/2007		Granted			Nutrition Physiology Company, LLC
496304	Compositions and Methods for Inhibiting Pathogenic Growth	US	10/288,487	11/06/2002	7,063,836	06/20/2006	Bryan E. Garner Douglas R. Ware	Granted		This appl is a CON of US appl 10/273,141, filed 10/18/02, which claims priority from US provs 60/319,587, filed 10/1/02 and 60/319,054, filed 1/8/02.	Nutrition Physiology Company, LLC
496307	Compositions and Methods for Inhibiting Pathogenic Growth	US	10/905,216	12/21/2004	7,291,327	11/06/2007	Bryan E. Garner	Granted		This appl is a DIV of 10/288,487, filed 11/6/02, which is a CON of 10/273,141, filed 10/18/02, which claims priority from US prov appls 60/319,587, filed 10/1/02 and 60/319,054, filed 1/8/02.	
496308	A Method to Enhance Fat Content in the Milk of a Dairy Cow	US	10/905,217	12/21/2004	7,291,328	11/06/2007	Bryan E. Garner	Granted		This appl is a DIV of US appl 10/288,487, filed 11/6/02, which is a CON of 10/273,141, filed 10/18/02, which claims priority from US prov 60/319,587 10/1/02 and 60/319,054, filed 1/8/02.	
496310	Compositions and Methods for Inhibiting Pathogenic Growth	US	11/932,278	10/31/2007			Bryan E. Garner Douglas R. Ware	Filed	Published	This appl is a CON of US appl 10/905,215, filed 12/21/04, which is a DIV of 10/288,487, filed 11/6/02, which is a CON of 10/273,141, filed 10/18/02, which claims priority from US provs 60/319,587, filed 10/1/02 and 60/319,054, filed 1/8/02.	Nutrition Physiology Company, LLC
496311	Compositions and Methods for Inhibiting Pathogenic Growth	US	12/421,449	04/09/2009			Bryan E. Garner Douglas R. Ware	Filed		This appl is a DIV of 10/905,215, filed 12/21/04, which is a DIV of 10/288,487, filed 11/6/02, which is a CON of 10/273,141, filed 10/18/02 and claims priority from US provs 60/319,054, filed 1/8/02 and 60/319,587, filed 10/1/02.	Nutrition Physiology Company, LLC

NUTRITION PHYSIOLOGY ACTIVE PATENT MATTERS
DATE OF REPORT — MAY 3, 2012

MATTER NO	TITLE	CNTRY	APPL NO	APPL DATE	PATENT NO	GRANT DATE	INVENTORS	STATUS	SUB STATUS	TEXT	CURRENT OWNER
520299	Lactic Acid Bacteria And Their Use As Dietary Supplements For Poultry	US	61/558,615	11/11/2011			Douglas R. Ware	Filed			
499294	Low-High Dose Probiotic Supplements and Methods of Their Use	US	12/763,775	04/20/2010			Douglas Ware Peter Anderson	Filed	Published		Nutrition Physiology Company, LLC
496298	Compositions for Improving the Utilization of Feedstuffs by Ruminants	US	08/340,662	11/16/1994	5,529,793	06/25/1996	Bryan E. Garner	Granted			
496299	Process for Improving the Utilization of Feedstuffs by Ruminants	US	08/340,660	11/16/1994	5,534,271	07/09/1996	Douglas R. Ware	Granted			