

07/29/2013

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRD 07-29-13



103660706



To the Director of the U.S. Patent and Trademark Office: Please record the assignment of the patent or the new address(es) below.

1. Name of conveying party(ies)

HYGEIA INDUSTRIES, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) JULY 24, 2013

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: LOUIS J. BELLAFFIORE FAMILY TRUST

Internal Address: _____

Street Address: 1166 Uluniu Rd.

City: Kihei

State: HI

Country: USA Zip: 96753

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

6,395,915

Additional numbers attached? ☒ Yes ☐ No 07/31/2013 HTON11 00000024 6395915

5. Name and address to whom correspondence concerning document should be mailed:

Name: TARICK LOUTFI

Internal Address: _____

Street Address: 211 WEST WACKER

City: CHICAGO

State: IL Zip: 60606

Phone Number: 312-551-1105

Docket Number: _____

Email Address: TARICKL@CS.COM

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**CONTINUATION PAGE FOR
RECORDATION FORM COVER SHEET
FOR PATENT SECURITY AGREEMENT ENTERED INTO
BY AND AMONG HYGEIA INDUSTRIES, INC., LOUIS J.
BELLAFIORE REVOCABLE TRUST, LOUIS J. BELLAFIORE
FAMILY TRUST AND CATHERINE C. BELLAFIORE
FAMILY TRUST DATED JULY 24, 2013**

ADDITIONAL INFORMATION

**THE FOLLOWING IS ADDED AS A CONTINUATION OF THE INFORMATION
PROVIDED IN ITEM 2:**

ADDITIONAL SECURED PARTIES:

**LOUIS J. BELLAFIORE FAMILY TRUST
1166 ULUNIU RD.
KIHAI, HI 96753 USA**

**CATHERINE C. BELLAFIORE FAMILY TRUST
1166 ULUNIU RD.
KIHAI, HI 96753 USA**

**THE FOLLOWING IS ADDED AS A CONTINUATION OF THE INFORMATION
PROVIDED IN ITEM 4:**

ADDITIONAL PATENTS/PATENT APPLICATIONS:

PATENT APPLICATION NUMBER: 12/790,292

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("Agreement") is between Hygeia Industries, Inc., an Illinois corporation formerly known as Technikrom, Inc. ("Debtor"), on the one hand, and Louis J. Bellafiore Revocable Trust, Louis J. Bellafiore Family Trust and Catherine C. Bellafiore Family Trust, on the other (together with their successors and assigns in such capacity, "Secured Party).

1, **Background.** Debtor and Secured Party have entered into that certain Stock Redemption Agreement of even date herewith under which Debtor redeemed all of the issued and outstanding capital stock of Debtor held by Secured Party (the "Redemption Agreement"). In conjunction with the Redemption Agreement, Debtor and Secured Party have entered into that certain Security Agreement of even date herewith (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement). Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Patents, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

2. **Grant of Security Interest.** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of Property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired, and such grant is in confirmation of the existing and continuing lien and security interest granted under the Security Agreement:

- A. each Patent and each application for a Patent ("Patent Application"), including, without limitation, each United States and foreign Patent and Patent Application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions or extensions thereof;
- B. any and all licenses to use any or all of the Patents or any patents which may issue from any Patent Application which Debtor may enter into in accordance with the terms and conditions set forth in the Redemption Agreement; and
- C. all products and Proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future infringement or breach of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto, and any Patent issued pursuant to a Patent Application referred to in Schedule 1 annexed hereto.

D. The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

3, **Debtor Acknowledgement.** Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Security Agreement may be executed in counterparts and may be executed and delivered by facsimile, electronic or PDF delivery.

4. **Release of Lien.** Upon payment in full of all obligations of Debtor under the Redemption Agreement, the Note and/or the Security Agreement, Secured Party's liens in and the the Patents and Patent Licenses shall terminate, and Secured Party shall execute and file such documentation with the United States Patent and Trademark Office and the corresponding office of any foreign jurisdiction in order to release the liens granted hereunder.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

DEBTOR:
HYGEIA INDUSTRIES, INC.

By: Edmund H. Hui
Name: Edmund Hui
Title: PRESIDENT

SECURED PARTY:
LOUIS J. BELLAFFIORE REVOCABLE TRUST

By: Lou Bellafiore
Name: LOU BELLAFFIORE
Title: Trustee

LOUIS J. BELLAFFIORE FAMILY TRUST

By: Catherine Bellafiore
Name: Catherine Bellafiore
Title: Trustee

CATHERINE C. BELLAFFIORE FAMILY TRUST

By: LOU BELLAFFIORE
Name: Lou Bellafiore
Title: Trustee

STATE OF ILLINOIS
COUNTY OF COOK

This instrument was acknowledged before me this 24th day of July, 2013 by
Edward Glick, as President of Hygeia Industries, Inc., an Illinois
corporation, on behalf of such corporation.

[Signature]
Notary Public in and for the State of
Illinois

My commission expires: December 16, 2014

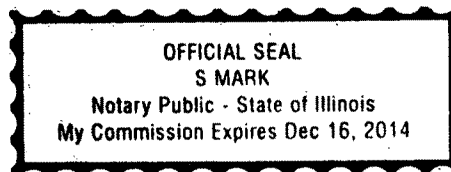


STATE OF ILLINOIS
COUNTY OF COOK

This instrument was acknowledged before me this 24th day of July, 2013 by
Louis J. Bellafiore, as Trustee of Louis J. Bellafiore Revocable Trust, on behalf of such trust.

[Signature]
Notary Public in and for the State of
Illinois

My commission expires: December 16, 2014

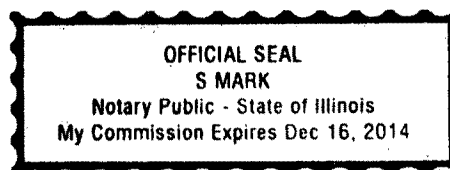


STATE OF ILLINOIS
COUNTY OF COOK

This instrument was acknowledged before me this 24th day of July, 2013 by
Louis J. Bellafiore, as Trustee of Louis J. Bellafiore Family Trust, on behalf of such trust.

[Signature]
Notary Public in and for the State of
Illinois

My commission expires: December 16, 2014

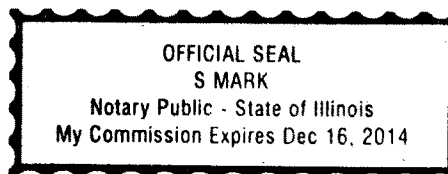


STATE OF ILLINOIS
COUNTY OF COOK

This instrument was acknowledged before me this 24th day of July, 2013 by
Louis J. Bellafiore, as Trustee of Catherine C. Bellafiore Family Trust, on behalf of such trust.

[Signature]
Notary Public in and for the State of
Illinois

My commission expires: December 16, 2014



Owner	Status	Country Name	Title	Serial #	Filed Date	Patent #	Issue Date
Hygeia Industries, Inc.	ISSUED	GERMANY	COMMERCIAL PRODUCTION OF PURIFIED TOCOTRIENOLS AND TOCOPHEROLS USING LIQUID CHROMATOGRAPHY	00307848.2	09/11/2000	60022280(T2)	08/31/2005
Hygeia Industries, Inc.	ISSUED	FRANCE	COMMERCIAL PRODUCTION OF PURIFIED TOCOTRIENOLS AND TOCOPHEROLS USING LIQUID CHROMATOGRAPHY	00307848.2	09/11/2000	1083174	08/31/2005
Hygeia Industries, Inc.	ISSUED	UNITED KINGDOM	COMMERCIAL PRODUCTION OF PURIFIED TOCOTRIENOLS AND TOCOPHEROLS USING LIQUID CHROMATOGRAPHY	00307848.2	09/11/2000	1083174	08/31/2005
Hygeia Industries, Inc.	ISSUED	MALAYSIA	THE COMMERCIAL PRODUCTION OF PURIFIED TOCOTRIENOLS AND TOCOPHEROLS USING LIQUID	PI20014733	10/11/2001	MY-119891-A	07/29/2005

Hygeia Industries, Inc.	ISSUED	UNITED STATES	CHROMATOGRAPHY	09/657,718	09/08/2000	6,395,915	05/28/2002
Hygeia Industries, Inc.	PUBLISHED	EUROPEAN PATENT CONVENT	TOCOTRIENOL COMPOSITIONS	11787480.0	05/27/2011		
Hygeia Industries, Inc.	PENDING	INDIA	TOCOTRIENOL COMPOSITIONS	10323/DELNP/2012	11/27/2012		
Hygeia Industries, Inc.	PENDING	SOUTH KOREA	TOCOTRIENOL COMPOSITIONS	2012-7033933	12/26/2012		
Hygeia Industries, Inc.	PENDING	MALAYSIA	TOCOTRIENOL COMPOSITIONS	PI20212701018	11/27/2012		
Hygeia Industries, Inc.	PUBLISHED	TAIWAN	TOCOTRIENOL COMPOSITIONS	10118740	05/27/2011		
Hygeia Industries, Inc.	PUBLISHED	UNITED STATES	TOCOTRIENOL COMPOSITIONS	12/790,292	05/28/2010		

PATENT