

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
VitAG Corporation	09/26/2013

RECEIVING PARTY DATA

Name:	AIS JV, LLC
Street Address:	c/o Agro-Iron, Inc.
Internal Address:	201 W. Christina Blvd., Suite 3
City:	Lakeland
State/Country:	FLORIDA
Postal Code:	33813

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	8105413
Patent Number:	8470065
Patent Number:	7662205
Patent Number:	8192519
Patent Number:	8491693
Patent Number:	7513927
Patent Number:	7662206
Patent Number:	7947105
Patent Number:	8202342
Patent Number:	7947104
Application Number:	13912873
Application Number:	13912892
Application Number:	13472843
Application Number:	13104127

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Application Number:	12981933
Application Number:	13432709
Application Number:	61291205

CORRESPONDENCE DATA

Fax Number:

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

Phone: 7043317448

Email: amanda.bryan@klgates.com

Correspondent Name: Amanda Bryan

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ATTORNEY DOCKET NUMBER:	1303870.00016
NAME OF SUBMITTER:	Amanda Bryan
Signature:	/Amanda Bryan/
Date:	09/27/2013

Total Attachments: 4

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*") dated September 26, 2013, is made by the Persons listed on the signature pages hereof (collectively, the "*Pledgors*") in favor of AIS JV, LLC, as agent (the "*Agent*") for certain lenders (collectively with the Agent, the "*Lender*") signatory to that certain Bridge Loan Agreement, dated of even date (the "*Loan Agreement*"), Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, VitAG Holdings, LLC, a Delaware limited liability company and VitAG Corporation, a Delaware corporation (together, the "*Borrower*"), and Agent are parties to the Loan Agreement;

WHEREAS, as a condition precedent to the making of the loan by Agent under the Loan Agreement, each Pledgor has executed and delivered that certain Pledge and Security Agreement, dated September 26, 2013, made by the Pledgors to Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to Agent, a security interest in, among other property, certain intellectual property of the Pledgors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

Grant of Security. Each Pledgor hereby grants to Agent a security interest in all of such Pledgor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral," shall not include, any Excluded Property (as defined in the Security Agreement).

Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Patent Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement) of such Pledgor now or hereafter existing under or in respect of the Loan Agreement, and other Loan Documents (as such documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to Agent under the Loan Agreement but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Pledgor.

Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral 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.

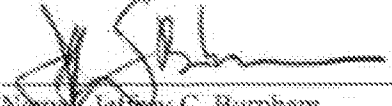
Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VITAG HOLDINGS LLC

By: 
Name: Jeffrey C. Barnham
Title: President

VITAG CORPORATION

By: 
Name: Jeffrey C. Barnham
Title: President

Schedule A

TITLE	PATENT NUMBER	ISSUE DATE	APPLICATION NUMBER
Manufacturing of Bioorganic-Augmented High Nitrogen-Containing Inorganic Fertilizer	8,105,413	1/31/2012	11/359,751
Manufacturing of Bioorganic-Augmented High Nitrogen-Containing Inorganic Fertilizer	8,470,065	6/25/2013	13/349,967
Manufacturing of Bioorganic-Augmented High Nitrogen-Containing Inorganic Fertilizer			13/912,873
Processes to Beneficiate Heat-Dried Biosolid Pellets	7,662,205	2/16/2010	11/371,238
Processes to Beneficiate Heat-Dried Biosolid Pellets	8,192,519	6/5/2012	12/705,794
Processes to Beneficiate Heat-Dried Biosolid Pellets	8,491,693	7/23/2013	13/472,828
Processes to Beneficiate Heat-Dried Biosolid Pellets			13/912,892
Methods to Control the Chemical Self-Heating of Organic-Containing Materials	7,513,927	4/7/2009	10/738,983
Organic Containing Sludge to Fertilizer Alkaline Conversion Process	7,662,206	2/16/2010	11/521,604
Organic Containing Sludge to Fertilizer Alkaline Conversion Process	7,947,105	5/24/2011	12/705,813
Organic Containing Sludge to Fertilizer Alkaline Conversion Process	8,202,342	6/19/2012	13/103,637
Organic Containing Sludge to Fertilizer Alkaline Conversion Process			13/472,843
Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer	7,947,104	5/24/2011	12/033,809
Process for Treating Sludge and Manufacturing Bioorganically-Augmented High Nitrogen-Containing Inorganic Fertilizer			13/104,127
Bioorganically-Augmented High-Value Fertilizer			12/981,933
High Value Enhanced-Organic-Enhanced-Inorganic Fertilizer			13/432,709
High Value Organically-Enhanced Inorganic Fertilizers			61/291,205