

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT2633308

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTERHEALTH NUTRACEUTICALS INCORPORATED	11/26/2013
RECEIVING PARTY DATA	
Name:	MADISON CAPITAL FUNDING LLC (AS ADMINISTRATIVE AGENT)
Street Address:	30 S. WACKER DRIVE, SUITE 3700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	7119110
Patent Number:	7153877
Patent Number:	7887848
Patent Number:	7927636
Patent Number:	7943186
Patent Number:	7858128
Patent Number:	7335651
Application Number:	12033419
Application Number:	12757698
Application Number:	12251310
CORRESPONDENCE DATA	
Fax Number:	(212)755-7306
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	

CH \$400.00 7119110

Correspondent Name: BETH D. VOGEL	
Address Line 1: JONES DAY	
Address Line 2: 222 EAST 41ST STREET	
Address Line 4: NEW YORK, NEW YORK 10017	
ATTORNEY DOCKET NUMBER:	108344-600015
NAME OF SUBMITTER:	BETH D. VOGEL
Signature:	/Beth D. Vogel/
Date:	12/02/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 6</b> source=4_Patent Security Agreement#page1.tif source=4_Patent Security Agreement#page2.tif source=4_Patent Security Agreement#page3.tif source=4_Patent Security Agreement#page4.tif source=4_Patent Security Agreement#page5.tif source=4_Patent Security Agreement#page6.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of November 26, 2013 (this "Agreement"), is made by InterHealth Nutraceuticals Incorporated, a California corporation (the "Grantor"), in favor of Madison Capital Funding LLC, as administrative agent (the "Agent") for each of the Lenders.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Credit Agreement, dated as of November 26, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, prior to the consummation of the Closing Date Acquisition (as defined in the Credit Agreement), InterHealth Acquisition Corp., a Delaware corporation, as the borrower, and after the consummation of the Closing Date Acquisition, the Grantor, as the borrower, the financial institutions party thereto from time to time, as Lenders, and the Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of November 26, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Credit Agreement and the Collateral Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Lender, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following ("Patent Collateral"):

(a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and all rights to obtain any reissues or extensions of the foregoing ("Patents"), including each Patent and Patent application referred to in Item A of Schedule I;

(b) the right to sue third parties for past, present and future infringements of any Patent; and

(c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Lender under the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.**


SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. ENTIRE AGREEMENT. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

**INTERHEALTH NUTRACEUTICALS  
INCORPORATED**

By:   
Name: MARY HELEN LUCERO  
Title: CHIEF FINANCIAL OFFICER : SECRETARY

SCHEDULE I  
to Patent Security Agreement

Issued Patents and Pending Patent Applications

#	Country	Title	Status	Patent Number	Patent Date	Application Number	Effective Filing Date	Owner
1.	UNITED STATES	METHOD AND COMPOSITION FOR PREVENTING OR REDUCING THE SYMPTOMS OF INSULIN RESISTANCE SYNDROME	GRANTED	7119110	10-Oct-06	10/265093	04-Oct-02	INTERHEALTH NUTRACEUTICALS INCORPORATED
2.	UNITED STATES	METHOD AND COMPOSITION FOR PREVENTING OR REDUCING THE SYMPTOMS OF INSULIN RESISTANCE SYNDROME	GRANTED	7153877	26-Dec-06	11/009266	09-Dec-04	INTERHEALTH NUTRACEUTICALS INCORPORATED
3.	UNITED STATES	NUTRACEUTICAL TREATMENTS FOR DIABETIC AND NON-DIABETIC WOUND HEALING	GRANTED	7887848	15-Feb-11	11/809149	31-May-07	INTERHEALTH NUTRACEUTICALS, INC.
4.	UNITED STATES	HYDROXYCITRIC ACID COMPOSITIONS, PHARMACEUTICAL AND DIETARY SUPPLEMENTS AND FOOD PRODUCTS MADE THEREFROM, AND METHODS FOR THEIR USE IN REDUCING BODY WEIGHT	GRANTED	7927636	19-Apr-11	09/463024	15-Feb-02	INTERHEALTH NUTRACEUTICALS, INC.

#	Country	Title	Status	Patent Number	Patent Date	Application Number	Effective Filing Date	Owner
5.	UNITED STATES	HYDROXYCITRIC ACID COMPOSITIONS, PHARMACEUTICAL AND DIETARY SUPPLEMENTS AND FOOD PRODUCTS MADE THEREFROM, AND METHODS FOR THEIR USE IN REDUCING BODY WEIGHT	GRANTED	7943186	17-May-11	11/209429	22-Aug-05	INTERHEALTH NUTRACEUTICALS, INC.
6.	UNITED STATES	HYDROXYCITRIC ACID COMPOSITIONS, PHARMACEUTICAL AND DIETARY SUPPLEMENTS AND FOOD PRODUCTS MADE THEREFROM, AND METHODS FOR THEIR USE IN REDUCING BODY WEIGHT	GRANTED	7858128	28-Dec-10	11/209580	22-Aug-05	INTERHEALTH NUTRACEUTICALS, INC.
7.	UNITED STATES	COMPOSITIONS INCORPORATING (-)-HYDROXYCITRIC ACID AND RELATED METHODS FOR PROMOTING FAT OXIDATION	GRANTED	7335651	26-Feb-08	10/911095	03-Aug-04	INTERHEALTH NUTRACEUTICALS INCORPORATED
8.	UNITED STATES	METHOD FOR INCREASING SEROTONIN LEVELS IN A PERSON BY ADMINISTRATION OF A COMPOSITION INCORPORATING (-)-HYDROXYCITRIC ACID, AND RELATED COMPOSITIONS THEREOF	PUBLISHED			12/033419	19-Feb-08	INTERHEALTH NUTRACEUTICALS, INC.

#	Country	Title	Status	Patent Number	Patent Date	Application Number	Effective Filing Date	Owner
9.	UNITED STATES	COLLAGEN DISPERSION AND METHOD OF PRODUCING SAME	PUBLISHED			12/757698	9-Apr-10	INTERHEALTH NUTRACEUTICALS, INC.
10	UNITED STATES	TRIVALENT CHROMIUM COMPOUNDS, COMPOSITIONS AND METHODS OF USE	PUBLISHED			12/251,310	14-Oct-08	INTERHEALTH NUTRACEUTICALS, INC.

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