

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5470920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VIRTUS NUTRITION, LLC	04/10/2019
RECEIVING PARTY DATA	
Name:	CITY NATIONAL BANK
Street Address:	555 SOUTH FLOWER STREET, 21ST FLOOR
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	6559324
Patent Number:	6924382
Patent Number:	6998496
Patent Number:	6576667
Patent Number:	6774252
Patent Number:	8278354
Patent Number:	6392075
Patent Number:	6229031
Patent Number:	7820842
Patent Number:	8093415
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2027393000
Email:	patents@morganlewis.com, robert.goodell@morganlewis.com
Correspondent Name:	MORGAN LEWIS & BOCKIUS LLP
Address Line 1:	1111 PENNSYLVANIA AVE., NW.
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	018450-0090

NAME OF SUBMITTER:	ROBERT J. GOODELL
SIGNATURE:	/Robert J. Goodell/
DATE SIGNED:	04/11/2019
Total Attachments: 6 source=Virtus#page1.tif source=Virtus#page2.tif source=Virtus#page3.tif source=Virtus#page4.tif source=Virtus#page5.tif source=Virtus#page6.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement") is made this 10th day of April, 2019, by and among the Grantor listed on the signature page hereof ("Grantor"), and **CITY NATIONAL BANK**, a national banking association as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

RECITALS:

A. Pursuant to that certain Credit Agreement dated as of April 10, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender", as that term is defined in the Credit Agreement), Agent, **ASSOCIATED FEED & SUPPLY CO.**, a California corporation ("AFS"), **PROSPECTOR, LLC**, a California limited liability company ("Prospector"), **GOLD RUSH VENTURES, LLC**, a Delaware limited liability company ("Gold Rush"), **NUTRIUS, LLC**, a Delaware limited liability company ("Nutrius"), **VIRTUS NUTRITION, LLC**, a Delaware limited liability company ("Virtus", together with AFS, Prospector, Gold Rush, Nutrius, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof.

B. The members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 10, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement").

C. Pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect,

invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic method of transmission (including PDF) shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

VIRTUS NUTRITION, LLC,
a Delaware limited liability company

By: 

Name: Matthew R. Swanson

Title: President / CEO / Chairman of the Board

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
CITY NATIONAL BANK, a national banking
association

By: 

Name: Robert Yasuda

Title: Senior Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 048865 FRAME: 0627

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Patent	Application/ Patent No.
Virtus Nutrition, LLC	Method for MFG Calcium	6559324
Virtus Nutrition, LLC	Rumen Bypass Calcium Salts of C18:1	6924382
Virtus Nutrition, LLC	Rumen Bypass Calcium Salts of C18:1 (continuation of 6924382)	6998496
Virtus Nutrition, LLC	Method for MFG Fatty Acid	6576667
Virtus Nutrition, LLC	Method for MFG Fatty Acid	6774252
Virtus Nutrition, LLC	Method for Increasing Ruminant	8,278,354
Virtus Nutrition, LLC	Method for MFG Calcium	6392075
Virtus Nutrition, LLC	Method for MFG Rumen Bypass	6229031
Virtus Nutrition, LLC	Polyunsaturated Fatty Monvalent	7820842
Virtus Nutrition, LLC	Polyunsaturated Fatty Monvalent	8,093,415

Patent Licenses

None.