

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI693139

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
Novita Nutrition, LLC	11/06/2024
RECEIVING PARTY DATA	
Company Name:	Optus Bank
Street Address:	1241 Main Street
Internal Address:	Suite 100
City:	Columbia
State/Country:	SOUTH CAROLINA
Postal Code:	29201
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	8227015
Patent Number:	9351505
Patent Number:	9113645
Patent Number:	9523062
Patent Number:	10072232
Patent Number:	10696921
Patent Number:	11136508
Patent Number:	11413761
Patent Number:	11638433
Patent Number:	11653675
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:	8004945225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	Jay daSilva
Address Line 1:	1025 Connecticut Avenue NW
Address Line 2:	Suite 712

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036	
ATTORNEY DOCKET NUMBER:	2551239 JD PAT 1
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	12/13/2024
Total Attachments: 16 source=1. Patent Security Agreements - USDA Loan (file first)#page1.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page2.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page3.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page4.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page5.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page6.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page7.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page8.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page9.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page10.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page11.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page12.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page13.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page14.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page15.tiff source=1. Patent Security Agreements - USDA Loan (file first)#page16.tiff	

SECURITY AGREEMENT

This Security Agreement ("Agreement") is made and entered into as of November 6, 2024, by **Novita Nutrition, LLC, a South Dakota limited liability company** ("Debtor"), the address of which is 2301 Research Park Way, Suite 226, Brookings, SD 57006, in favor of **Optus Bank, its successors and assigns** ("Secured Party"), the address of which is 1241 Main Street, Suite 100, Columbia, SC 29201.

RECITALS:

A. Secured Party has made a loan to **Novita Aurora, LLC, a South Dakota limited liability company** ("Borrower"), in the amount of **Twenty-Five Million and No/100 Dollars (\$25,000,000.00)** ("Loan") as evidenced by that certain Promissory Note of even date herewith ("Note").

B. Borrower and Debtor shall realize direct and indirect benefits from the making of the Loan.

C. As a condition to Secured Party making the Loan to Borrower, Secured Party is requiring Debtor to guarantee ("Guarantee") Borrower's obligations under the Note and other loan documents executed by Borrower in favor of Secured Party.

D. To secure Debtor's obligations under the Guarantee and the Note to the Secured Party, the undersigned desires to enter into this Agreement.

SECTION 1. GRANT OF SECURITY INTEREST

The Debtor hereby grants the Secured Party a shared first position lien and security interest, shared with that certain USDA REAP Loan of even date herewith from Secured Party to Debtor in the original principal amount of Ten Million and No/100 Dollars (\$10,000,000.00), in all of the following-described property (collectively, "Collateral"):

1.1 Intellectual Property, Patents. Those certain patents listed on the attached Exhibit "A", which are registered with the United States Patent and Trademark Office.

1.2 Proceeds. All cash and noncash proceeds of the foregoing, including, but not limited to, insurance proceeds, cash, checks, monies on deposit in any bank or banks; provided that this provision shall not be construed as a waiver of any restriction contained in this Security Agreement against alienating or encumbering the Collateral.

SECTION 2. OBLIGATIONS SECURED

The obligations secured by this Security Agreement are:

2.1 Promissory Note. Timely payment of principal and interest, and all other amounts, due under the Note.

2.2 Other Covenants and Conditions. Performance or observance by the Borrower or Debtor, as applicable, of the other covenants and conditions of the Note, this Security Agreement, and/or all other documents evidencing the Loan (collectively, "Loan Documents").

2.3 Other Obligations. Any other indebtedness, liability, or obligation of the Debtor to the Secured Party, however arising, whether now existing or hereafter arising, due or not due, absolute or contingent, liquidated or unliquidated, including indebtedness, liabilities, and obligations on which the Debtor is jointly liable with other parties.

2.4 Expenses of Secured Party. All expenses incurred or paid by the Secured Party for purposes of conserving and protecting the Collateral including, but not limited to, reasonable attorney's fees and other legal expenses incurred in connection with retaking, holding, preparing for sale, and selling the Collateral.

2.5 Legal Expenses. Reasonable attorney's fees and other expenses incurred by the Secured Party in any and all legal proceedings, through all pre-trial, trial, appellate and post-judgment proceedings, brought to enforce and/or to collect any obligation secured by the Note, this Security Agreement, and/or all other Loan Documents, or to enforce any term or provision of the Note, this Security Agreement, and/or all other Loan Documents including, without limitation, any legal proceeding brought to foreclose or otherwise realize upon the Collateral.

SECTION 3. DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants to the Secured Party that:

3.1 Organization. The Debtor is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Delaware with all powers necessary to own its assets and property and to carry on its business as now owned and conducted.

3.2 Authority. The Debtor has full power and authority to execute and deliver this Security Agreement, to perform the Debtor's obligations under this Security Agreement, and the execution and delivery of this Agreement has been duly authorized and approved by the Debtor's sole member. This Security Agreement will not result in or constitute a default or an event that, with notice or lapse of time or both, would be a default, breach, or violation of the Debtor in any agreement, lease, license, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust, or other instrument or arrangement to which the Debtor is a party or by which the Debtor, or any of the Collateral, is bound.

3.3 Ownership of Collateral. Debtor is the sole owner of the Collateral, free and clear of any and all liens or encumbrances, and will defend the same against all claims and demands of all persons whomsoever.

SECTION 4. DEBTOR'S RIGHTS AND COVENANTS

4.1 Possession of Collateral. Until there is a default under the terms of this Security Agreement, the Debtor may retain possession of the Collateral and may use the Collateral in a manner not inconsistent with this Security Agreement.

4.2 No Disposition of Collateral. The Debtor shall not sell, transfer, lease, or otherwise dispose of the Collateral, except in accordance with the requirements of Article VII of the Loan Agreement.

4.3 Use of Collateral. The Debtor shall keep the Collateral in good order and repair and shall protect the Collateral from waste, loss, or damage. Debtor shall not use or permit the use of the Collateral in violation of any applicable law, statute, ordinance, or regulation.

4.4 Liens, Encumbrances, and Taxes. The Debtor shall keep the Collateral free and clear of any and all liens and encumbrances, excepting only the lien created by this Security Agreement, and the Permitted Encumbrances attached as Exhibit C to the Loan Agreement. The Debtor shall pay when due all taxes, fees, or assessments imposed upon or with respect to the Collateral.

4.5 Records and Inspection. The Debtor shall at all times maintain complete and accurate records of the Debtor's business, specifically including Debtor's accounts receivable and contract rights, in accordance with generally accepted accounting procedures and practices. The Secured Party, and the Secured Party's agents or representatives, shall have the right to inspect and audit the Debtor's books and records at all

reasonable times. The Secured Party, and the Secured Party's agents or representatives, shall also have the right to come upon Debtor's place of business for the purpose of inspecting or examining the Collateral or to take a physical inventory of the Debtor's inventory and stock of merchandise. Except in the event of default, Secured Party shall provide to Debtor five (5) business days' notice prior to any inspection, audit or inventory.

4.6 Intentionally omitted.

SECTION 5. DEFAULT

Time is of the essence of this Security Agreement. Any of the following shall constitute a default under this Security Agreement:

5.1 Payment Defaults. The Borrower or Debtor, as the case may be, shall fail, after expiration of any applicable cure period, to pay when due any installment of principal or interest on any obligation of Borrower or Debtor, respectively, pursuant to the Note, this Security Agreement, and/or any of the other Loan Documents.

5.2 Other Defaults. The Borrower or Debtor, as the case may be, shall fail, after expiration of any applicable cure period, to observe or perform any covenant, agreement, or provision contained in the Note, this Security Agreement, and/or any of the other Loan Documents to be performed by the Borrower or Debtor (other than payment of the obligations secured).

5.3 Representations and Warranties. Any representation or warranty made by the Debtor in this Security Agreement proves to have been untrue in any material respect as of the date when made or furnished.

5.4 Loss of or Damage to Collateral. Collateral with a book value of \$50,000.00 or more, as determined from the Debtor's books, is lost, destroyed, stolen, or substantially damaged, and such loss, destruction, theft, or damage is not covered by insurance.

5.5 Financial Distress. The Debtor shall (a) discontinue business; (b) make a general assignment for the benefit of creditors; (c) apply for or consent to the appointment of a receiver, a trustee, or liquidator of the Debtor or of all or a substantial part of the Debtor's assets; (d) be adjudicated a bankrupt or insolvent; (e) voluntarily or involuntarily, file a petition in bankruptcy or file a petition or answer seeking reorganization or an arrangement with creditors or seeking to take advantage of any other law (whether federal or state) relating to relief of debtors, or admit (by answer by default or otherwise) the material allegations of a petition filed against it in any bankruptcy, reorganization, arrangement, insolvency, or other proceeding (whether federal or state) relating to relief of debtors. There shall have been entered any judgment, decree, or order entered by a court of competent jurisdiction that approves a petition seeking reorganization of the Debtor, appoints a receiver, trustee, or liquidator of the Debtor or of all or a substantial part of the Debtor's assets, or takes any other action that in the opinion of the Secured Party would jeopardize the security interest created by this Security Agreement. The Debtor takes or omits to take any action for the purpose or with the result of effecting or permitting any of the circumstances described in this *Section 5.5*.

5.6 Foreclosure Suit. Commencement of a foreclosure action or proceeding by any third party against the Collateral, or any portion thereof, if the Secured Party reasonably determines that such action or proceeding would jeopardize the security interest created by this Security Agreement.

SECTION 6. RIGHTS OF SECURED PARTY

6.1 Acceleration and Remedies. Upon default by the Debtor, the Secured Party may, at the option of Secured Party, declare the unpaid balances of all indebtedness owed by the Debtor to the Secured Party immediately due and payable, and the Secured Party shall have and may exercise each and all of the remedies

granted to the Secured Party by the Uniform Commercial Code, together with any other remedies which may be available to Secured Party under this Security Agreement or by applicable law.

6.2 Intentionally omitted.

6.3 Documents. Following default by the Debtor, or any time before default when the Secured Party reasonably deems the Secured Party to be insecure, the Secured Party may require the Debtor to deliver to the Secured Party all original documents, drafts, acceptances, notes, securities, instruments, and chattel paper that constitutes part of the Collateral.

6.4 Payment of Debtor's Obligations. If the Debtor fails to pay any tax, fee, or assessment imposed upon or with respect to the Collateral, or fails to pay any debt or obligation giving rise to any lien or encumbrance on the Collateral, Secured Party may pay the same, whether before or after default by the Debtor. All such amounts paid by the Secured Party shall constitute an obligation of the Debtor to the Secured Party, shall be payable upon demand, shall bear interest at the default rate described in the Note, and shall be secured by this Security Agreement.

6.5 Assembling the Collateral. In exercising its rights following default by the Debtor, the Secured Party may require the Debtor to assemble the Collateral and make the Collateral available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both parties.

6.6 Notice. Unless the Collateral is perishable or threatens to decline speedily in value or is of the type customarily sold on a recognized market, the Secured Party shall give the Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Collateral is to be made. For this purpose, notice given at least 10 days before the time of the sale or other disposition shall be conclusively presumed to be reasonable (provided that setting forth of this one commercially reasonable method of disposing of the collateral is not intended to limit its disposition to that method only).

6.7 Sale of Collateral. In connection with any sale of the Collateral, the Debtor agrees that it is commercially reasonable to sell the Collateral at public or private sale as one lot or in several lots and at prices that are substantially lower than those for which the Collateral would sell in the ordinary course of retail sales. A public sale in the following fashion shall be conclusively presumed to be reasonable:

6.7.1 Location. The sale shall be held in the county of the Debtor's principal place of business or the county in which the Collateral, or any part of the Collateral, is located.

6.7.2 Auction. The sale shall be by auction, but the sale does not need to be conducted by a professional auctioneer.

6.7.3 Terms of Sale. The terms of sale shall require that payment be made at the time of the sale in cash or by cashier's check.

6.7.4 Sale as Is. The Collateral shall be sold "as is" and without any preparation for sale.

6.7.5 Bids by Secured Party. The Secured Party may bid on all or any portion of the Collateral.

6.8 Other Disposition. Secured Party shall be under no obligation to sell the Collateral and is under no obligation to complete a sale of the Collateral if, in the reasonable business judgment of the Secured Party, none of the offers received reasonably approximates the fair value of the Collateral. If the Secured Party elects not to sell the Collateral, the Secured Party may elect to follow the procedures set forth in the Uniform Commercial Code for retaining the Collateral in satisfaction of the obligations secured by this Security

Agreement, subject to the Debtor's rights under such procedures.

6.9 Receiver. In addition to the other rights granted under this Security Agreement, the Secured Party shall, in the event of a default by the Debtor, be entitled to the appointment of a receiver, at Debtor's expense, for the operation, maintenance, use, sale, lease, application and/or collection of the Collateral, or any portion thereof, as a matter of right regardless of whether the apparent value of the Collateral (to the extent such receiver shall control or otherwise use it) exceeds the outstanding principal amount of the obligations secured by this Security Agreement. Any receiver appointed may serve without bond. Any receiver's employment by Secured Party shall not disqualify such person or entity from serving as the receiver.

6.10 Marshalling. The Secured Party shall not be required to marshal security and may proceed to foreclose or otherwise realize upon the Collateral and any other security for the obligations secured by this Security Agreement in such order and in such manner as the Secured Party may determine in the Secured Party's sole discretion.

SECTION 7. FINANCING STATEMENTS

Debtor hereby authorizes Secured Party to, from time to time and at Debtor's expense, file one or more financing statements pursuant to the Uniform Commercial Code (including all amendments thereto) in order to perfect the Secured Party's security interest under this Security Agreement. In addition, promptly upon the request of Secured Party, Debtor shall execute any and all documents Secured Party deems necessary to perfect the Secured Party's security interest under this Security Agreement. Secured Party may also file this Security Agreement as a financing statement.

SECTION 8. ASSIGNMENT OF SECURED PARTY'S INTEREST

The Secured Party shall have the right to assign the Secured Party's interest in this Security Agreement and the security interest created under this Security Agreement. If such an assignment is made, the Debtor agrees not assert any claim that the Debtor may now have or hereafter acquire against the Secured Party by way of defense, counterclaim, setoff, cross complaint, or otherwise in any legal proceeding against the Debtor initiated by the assignee of the Secured Party's interest.

SECTION 9. MISCELLANEOUS PROVISIONS

9.1 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties; provided that this provision shall not be construed as a waiver of any restriction contained in this Security Agreement against alienating or encumbering the Collateral. If more than one person is named in this Security Agreement as the Debtor, each of such persons shall be jointly and severally liable for the obligations of the Debtor under this Agreement.

9.2 Continuing Obligation. If, after the payment of any and all amounts due under the Note, the Debtor becomes liable to the Secured Party with respect to any new obligations, this Security Agreement shall immediately become effective with respect to any and all such new obligations then in existence and thereafter created without the necessity of any further act, agreement or writing by any party hereto, the intent being that the Security Agreement shall be a continuing obligation of the Debtor.

9.3 Notice. Any notice or other communication required or permitted to be given under this Agreement or the Uniform Commercial Code shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or sent by nationally recognized overnight courier, and delivered to the parties at the addresses provided above. All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

9.4 Applicable Law. This Security Agreement shall be governed by and shall be construed in accordance with the laws of the State of South Dakota, and venue for any and all actions or proceedings pursuant hereto shall be Brookings County, South Dakota.

9.5 No Waiver. No waiver of any provision of this Security Agreement or any obligation secured by this Security Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9.6 Litigation Expense. If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Security Agreement, or for the purpose of collecting any obligation secured by this Security Agreement, the Secured Party shall be entitled to recover any and all reasonable costs and expenses incurred in connection therewith including, without limitation, attorneys' fees and costs through pre-trial, trial, appellate and post-judgment proceedings, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law. In addition, the Secured Party shall be entitled to recover reasonable attorney's fees and legal expenses incurred by the Secured Party in connection with retaking, holding, preparing for sale, and selling the Collateral.

9.7 Certain Waivers. Debtor waives, to the fullest extent permitted by law: (i) any right of redemption with respect to the Collateral and all rights, if any, of marshalling of the Collateral; (ii) any right to require Secured Party (A) to proceed against any person or entity, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; (iii) all claims, damages, and demands against Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral; (iv) all rights to assert the bankruptcy or insolvency of Debtor as a defense hereunder or as the basis for rescission hereof; (v) all rights under any law purporting to reduce Debtor's obligations hereunder if the Obligations are reduced (other than as a result of payment of Debtor's Loan obligations); (vi) all defenses based on the disability or lack of authority of Debtor or any person, the failure by Secured Party to enforce any claim against Debtor, or the unenforceability in whole or in part of this Security Agreement; and (vii) all suretyship and guarantor's defenses generally.

9.8 Reinstatement. This Security Agreement and the obligations of Debtor hereunder shall automatically be reinstated if and to the extent that for any reason any payment made pursuant to this Security Agreement is rescinded or must otherwise be restored or returned by Secured Party to Debtor, whether as a result of any proceedings in insolvency, bankruptcy, liquidation or reorganization or otherwise with respect to Debtor or as a result of any settlement or compromise with any person (including Debtor) in respect of such payment, or upon dissolution of, or appointment of any intervenor, conservator of, or trustee or similar official for, Debtor or any substantial part of Debtor's or any other such person's assets, or otherwise, all as though such payments had not been made.

9.9 WAIVER OF JURY TRIAL. THE PARTIES HERETO MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE BY VIRTUE OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS-CLAIMS, THIRD PARTY CLAIMS AND INTERVENOR'S CLAIMS ARISING FROM OR RELATED TO THE NEGOTIATION, CONSUMMATION, EXECUTION OR PERFORMANCE UNDER THIS AGREEMENT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE ON FOLLOWING PAGE

The Debtor hereto has executed this Agreement the day and year first written above.

DEBTOR:

**Novita Nutrition, LLC, a South Dakota limited
liability company**

By:


Donald L. Endres, Manager

Exhibit "A"

Patents

Novita IP

Family	Patent #	Family Tracking	Filed	Issued	Continuation Of	Divisional Of	Claims
4,603,01	8,227,015	'015 Primary Patent Family	9/26/2006	7/24/2012			comp of matter, feed + food + biodiesel applications
	9,351,505	Continuation of '015	6/12/2012	5/31/2016	8,227,015		comp of matter, feed applications
	9,113,645	Continuation of '015	3/15/2013	8/25/2015	8,227,015		comp of matter, feed applications
	9,523,062	Divisional of '645	7/15/2015	12/20/2016		9,113,645	comp of matter, renewable diesel application
	10,072,232	Continuation of '062	12/20/2016	9/11/2018	9,523,062		comp of matter, oleochemical applications
	10,696,921	Divisional of '232	8/8/2018	6/30/2020		10,072,232	comp of matter, biodiesel, renewable diesel applications
	11,136,508	Continuation of '921	5/19/2020	10/5/2021	10,696,921		comp of matter, pre-treatment, renewable diesel + jet fuel
	11,413,761	Continuation of '508	3/31/2021	8/16/2022	11,136,508		comp of matter, oleochemical + biodiesel + renewable applications
	11,638,433	Continuation of '508	3/31/2021	5/3/2023	11,136,508		comp of matter, animal feed supplement, oleochemical + biodiesel + renewable applications
	11,653,675	Continuation of '433	9/20/2021	5/23/2023	11,638,433		comp of matter, methods, renewable diesel and jet fuel

SECURITY AGREEMENT

This Security Agreement ("Agreement") is made and entered into as of November 6, 2024, by **Novita Nutrition, LLC, a South Dakota limited liability company** ("Debtor"), the address of which is 2301 Research Park Way, Suite 226, Brookings, SD 57006, in favor of **Optus Bank, its successors and assigns** ("Secured Party"), the address of which is 1241 Main Street, Suite 100, Columbia, SC 29201.

RECITALS:

A. Secured Party has made a loan to **Novita Aurora, LLC, a South Dakota limited liability company** ("Borrower"), in the amount of **Ten Million and No/100 Dollars (\$10,000,000.00)** ("Loan") as evidenced by that certain Promissory Note of even date herewith ("Note").

B. Borrower and Debtor shall realize direct and indirect benefits from the making of the Loan.

C. As a condition to Secured Party making the Loan to Borrower, Secured Party is requiring Debtor to guarantee ("Guarantee") Borrower's obligations under the Note and other loan documents executed by Borrower in favor of Secured Party.

D. To secure Debtor's obligations under the Guarantee and the Note to the Secured Party, the undersigned desires to enter into this Agreement.

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1.1 Intellectual Property, Patents. Those certain patents listed on the attached Exhibit "A", which are registered with the United States Patent and Trademark Office.

1.2 Proceeds. All cash and noncash proceeds of the foregoing, including, but not limited to, insurance proceeds, cash, checks, monies on deposit in any bank or banks; provided that this provision shall not be construed as a waiver of any restriction contained in this Security Agreement against alienating or encumbering the Collateral.

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The obligations secured by this Security Agreement are:

2.1 Promissory Note. Timely payment of principal and interest, and all other amounts, due under the Note.

2.2 Other Covenants and Conditions. Performance or observance by the Borrower or the Debtor, as applicable, of the other covenants and conditions of the Note, this Security Agreement, and/or all other documents evidencing the Loan (collectively, "Loan Documents").

2.3 Other Obligations. Any other indebtedness, liability, or obligation of the Debtor to the Secured Party, however arising, whether now existing or hereafter arising, due or not due, absolute or contingent, liquidated or unliquidated, including indebtedness, liabilities, and obligations on which the Debtor is jointly liable with other parties.

2.4 Expenses of Secured Party. All expenses incurred or paid by the Secured Party for purposes of conserving and protecting the Collateral including, but not limited to, reasonable attorney's fees and other legal expenses incurred in connection with retaking, holding, preparing for sale, and selling the Collateral.

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5.3 Representations and Warranties. Any representation or warranty made by the Debtor in this Security Agreement proves to have been untrue in any material respect as of the date when made or furnished.

5.4 Loss of or Damage to Collateral. Collateral with a book value of \$50,000.00 or more, as determined from the Debtor's books, is lost, destroyed, stolen, or substantially damaged, and such loss, destruction, theft, or damage is not covered by insurance.

5.5 Financial Distress. The Debtor shall (a) discontinue business; (b) make a general assignment for the benefit of creditors; (c) apply for or consent to the appointment of a receiver, a trustee, or liquidator of the Debtor or of all or a substantial part of the Debtor's assets; (d) be adjudicated a bankrupt or insolvent; (e) voluntarily or involuntarily, file a petition in bankruptcy or file a petition or answer seeking reorganization or an arrangement with creditors or seeking to take advantage of any other law (whether federal or state) relating to relief of debtors, or admit (by answer by default or otherwise) the material allegations of a petition filed against it in any bankruptcy, reorganization, arrangement, insolvency, or other proceeding (whether federal or state) relating to relief of debtors. There shall have been entered any judgment, decree, or order entered by a court of competent jurisdiction that approves a petition seeking reorganization of the Debtor, appoints a receiver, trustee, or liquidator of the Debtor or of all or a substantial part of the Debtor's assets, or takes any other action that in the opinion of the Secured Party would jeopardize the security interest created by this Security Agreement. The Debtor takes or omits to take any action for the purpose or with the result of effecting or permitting any of the circumstances described in this *Section 5.5*.

5.6 Foreclosure Suit. Commencement of a foreclosure action or proceeding by any third party against the Collateral, or any portion thereof, if the Secured Party reasonably determines that such action or proceeding would jeopardize the security interest created by this Security Agreement.

SECTION 6. RIGHTS OF SECURED PARTY

6.1 Acceleration and Remedies. Upon default by the Debtor, the Secured Party may, at the option of Secured Party, declare the unpaid balances of all indebtedness owed by the Debtor to the Secured Party immediately due and payable, and the Secured Party shall have and may exercise each and all of the remedies

granted to the Secured Party by the Uniform Commercial Code, together with any other remedies which may be available to Secured Party under this Security Agreement or by applicable law.

6.2 Intentionally omitted.

6.3 Documents. Following default by the Debtor, or any time before default when the Secured Party reasonably deems the Secured Party to be insecure, the Secured Party may require the Debtor to deliver to the Secured Party all original documents, drafts, acceptances, notes, securities, instruments, and chattel paper that constitutes part of the Collateral.

6.4 Payment of Debtor's Obligations. If the Debtor fails to pay any tax, fee, or assessment imposed upon or with respect to the Collateral, or fails to pay any debt or obligation giving rise to any lien or encumbrance on the Collateral, Secured Party may pay the same, whether before or after default by the Debtor. All such amounts paid by the Secured Party shall constitute an obligation of the Debtor to the Secured Party, shall be payable upon demand, shall bear interest at the default rate described in the Note, and shall be secured by this Security Agreement.

6.5 Assembling the Collateral. In exercising its rights following default by the Debtor, the Secured Party may require the Debtor to assemble the Collateral and make the Collateral available to the Secured Party at a place to be designated by the Secured Party that is reasonably convenient to both parties.

6.6 Notice. Unless the Collateral is perishable or threatens to decline speedily in value or is of the type customarily sold on a recognized market, the Secured Party shall give the Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Collateral is to be made. For this purpose, notice given at least 10 days before the time of the sale or other disposition shall be conclusively presumed to be reasonable (provided that setting forth of this one commercially reasonable method of disposing of the collateral is not intended to limit its disposition to that method only).

6.7 Sale of Collateral. In connection with any sale of the Collateral, the Debtor agrees that it is commercially reasonable to sell the Collateral at public or private sale as one lot or in several lots and at prices that are substantially lower than those for which the Collateral would sell in the ordinary course of retail sales. A public sale in the following fashion shall be conclusively presumed to be reasonable:

6.7.1 Location. The sale shall be held in the county of the Debtor's principal place of business or the county in which the Collateral, or any part of the Collateral, is located.

6.7.2 Auction. The sale shall be by auction, but the sale does not need to be conducted by a professional auctioneer.

6.7.3 Terms of Sale. The terms of sale shall require that payment be made at the time of the sale in cash or by cashier's check.

6.7.4 Sale as Is. The Collateral shall be sold "as is" and without any preparation for sale.

6.7.5 Bids by Secured Party. The Secured Party may bid on all or any portion of the Collateral.

6.8 Other Disposition. Secured Party shall be under no obligation to sell the Collateral and is under no obligation to complete a sale of the Collateral if, in the reasonable business judgment of the Secured Party, none of the offers received reasonably approximates the fair value of the Collateral. If the Secured Party elects not to sell the Collateral, the Secured Party may elect to follow the procedures set forth in the Uniform Commercial Code for retaining the Collateral in satisfaction of the obligations secured by this Security Agreement.

Agreement, subject to the Debtor's rights under such procedures.

6.9 Receiver. In addition to the other rights granted under this Security Agreement, the Secured Party shall, in the event of a default by the Debtor, be entitled to the appointment of a receiver, at Debtor's expense, for the operation, maintenance, use, sale, lease, application and/or collection of the Collateral, or any portion thereof, as a matter of right regardless of whether the apparent value of the Collateral (to the extent such receiver shall control or otherwise use it) exceeds the outstanding principal amount of the obligations secured by this Security Agreement. Any receiver appointed may serve without bond. Any receiver's employment by Secured Party shall not disqualify such person or entity from serving as the receiver.

6.10 Marshalling. The Secured Party shall not be required to marshal security and may proceed to foreclose or otherwise realize upon the Collateral and any other security for the obligations secured by this Security Agreement in such order and in such manner as the Secured Party may determine in the Secured Party's sole discretion.

SECTION 7. FINANCING STATEMENTS

Debtor hereby authorizes Secured Party to, from time to time and at Debtor's expense, file one or more financing statements pursuant to the Uniform Commercial Code (including all amendments thereto) in order to perfect the Secured Party's security interest under this Security Agreement. In addition, promptly upon the request of Secured Party, Debtor shall execute any and all documents Secured Party deems necessary to perfect the Secured Party's security interest under this Security Agreement. Secured Party may also file this Security Agreement as a financing statement.

SECTION 8. ASSIGNMENT OF SECURED PARTY'S INTEREST

The Secured Party shall have the right to assign the Secured Party's interest in this Security Agreement and the security interest created under this Security Agreement. If such an assignment is made, the Debtor agrees not assert any claim that the Debtor may now have or hereafter acquire against the Secured Party by way of defense, counterclaim, setoff, cross complaint, or otherwise in any legal proceeding against the Debtor initiated by the assignee of the Secured Party's interest.

SECTION 9. MISCELLANEOUS PROVISIONS

9.1 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties; provided that this provision shall not be construed as a waiver of any restriction contained in this Security Agreement against alienating or encumbering the Collateral. If more than one person is named in this Security Agreement as the Debtor, each of such persons shall be jointly and severally liable for the obligations of the Debtor under this Agreement.

9.2 Continuing Obligation. If, after the payment of any and all amounts due under the Note, the Debtor becomes liable to the Secured Party with respect to any new obligations, this Security Agreement shall immediately become effective with respect to any and all such new obligations then in existence and thereafter created without the necessity of any further act, agreement or writing by any party hereto, the intent being that the Security Agreement shall be a continuing obligation of the Debtor.

9.3 Notice. Any notice or other communication required or permitted to be given under this Agreement or the Uniform Commercial Code shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or sent by nationally recognized overnight courier, and delivered to the parties at the addresses provided above. All notices and other communications shall be deemed to be given at the expiration of three (3) days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

9.4 Applicable Law. This Security Agreement shall be governed by and shall be construed in accordance with the laws of the State of South Dakota, and venue for any and all actions or proceedings pursuant hereto shall be Brookings County, South Dakota.

9.5 No Waiver. No waiver of any provision of this Security Agreement or any obligation secured by this Security Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9.6 Litigation Expense. If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of this Security Agreement, or for the purpose of collecting any obligation secured by this Security Agreement, the Secured Party shall be entitled to recover any and all reasonable costs and expenses incurred in connection therewith including, without limitation, attorneys' fees and costs through pre-trial, trial, appellate and post-judgment proceedings, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law. In addition, the Secured Party shall be entitled to recover reasonable attorney's fees and legal expenses incurred by the Secured Party in connection with retaking, holding, preparing for sale, and selling the Collateral.

9.7 Certain Waivers. Debtor waives, to the fullest extent permitted by law: (i) any right of redemption with respect to the Collateral and all rights, if any, of marshalling of the Collateral; (ii) any right to require Secured Party (A) to proceed against any person or entity, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; (iii) all claims, damages, and demands against Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral; (iv) all rights to assert the bankruptcy or insolvency of Debtor as a defense hereunder or as the basis for rescission hereof; (v) all rights under any law purporting to reduce Debtor's obligations hereunder if the Obligations are reduced (other than as a result of payment of Debtor's Loan obligations); (vi) all defenses based on the disability or lack of authority of Debtor or any person, the failure by Secured Party to enforce any claim against Debtor, or the unenforceability in whole or in part of this Security Agreement; and (vii) all suretyship and guarantor's defenses generally.

9.8 Reinstatement. This Security Agreement and the obligations of Debtor hereunder shall automatically be reinstated if and to the extent that for any reason any payment made pursuant to this Security Agreement is rescinded or must otherwise be restored or returned by Secured Party to Debtor, whether as a result of any proceedings in insolvency, bankruptcy, liquidation or reorganization or otherwise with respect to Debtor or as a result of any settlement or compromise with any person (including Debtor) in respect of such payment, or upon dissolution of, or appointment of any intervenor, conservator of, or trustee or similar official for, Debtor or any substantial part of Debtor's or any other such person's assets, or otherwise, all as though such payments had not been made.

9.9 WAIVER OF JURY TRIAL. THE PARTIES HERETO MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE BY VIRTUE OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS, DEFENSES, COUNTERCLAIMS, CROSS-CLAIMS, THIRD PARTY CLAIMS AND INTERVENOR'S CLAIMS ARISING FROM OR RELATED TO THE NEGOTIATION, CONSUMMATION, EXECUTION OR PERFORMANCE UNDER THIS AGREEMENT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE ON FOLLOWING PAGE

The Debtor hereto has executed this Agreement the day and year first written above.

DEBTOR:

Novita Nutrition, LLC, a South Dakota limited liability company

By:


Donald L. Endres, Manager

Exhibit "A"

Patents

Novita IP

Family	Patent #	Family Tracking	Filed	Issued	Continuation Of	Divisional Of	Claims
4,603.01	8,227,015	'015 Primary Patent Family	9/26/2006	7/24/2012			comp of matter, feed + food + biodiesel applications
	9,351,505	Continuation of '015	6/12/2012	5/31/2016	8,227,015		comp of matter, feed applications
	9,113,645	Continuation of '015	3/15/2013	8/25/2015	8,227,015		comp of matter, feed applications
	9,523,062	Divisional of '645	7/15/2015	12/20/2016		9,113,645	comp of matter, renewable diesel application
	10,072,232	Continuation of '062	12/20/2016	9/11/2018	9,523,062		comp of matter, oleochemical applications
	10,696,921	Divisional of '232	8/8/2018	6/30/2020		10,072,232	comp of matter, biodiesel, renewable diesel applications
	11,136,508	Continuation of '921	5/19/2020	10/5/2021	10,696,921		comp of matter, pre-treatment, renewable diesel + jet fuel
	11,413,761	Continuation of '508	3/31/2021	8/16/2022	11,136,508		comp of matter, oleochemical + biodiesel + renewable applications
	11,638,433	Continuation of '508	3/31/2021	5/3/2023	11,136,508		comp of matter, animal feed supplement, oleochemical + biodiesel + renewable applications
	11,653,675	Continuation of '433	9/20/2021	5/23/2023	11,638,433		comp of matter, methods, renewable diesel and jet fuel