

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION		05/28/2013	Foreign Financial Institution: INDIANA
RECEIVING PARTY DATA			
Name:	Phytex, LLC		
Street Address:	10 Moulton Street, 5th Floor		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04101		
Entity Type:	LIMITED LIABILITY COMPANY: MAINE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85396400	OPTIPHOS NSP	
Serial Number:	78137164	OPTIPHOS	
Serial Number:	78486501	OPTIPHOS	
Serial Number:	78934111	OPTIPHOS PF	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jgard@btlaw.com		
Correspondent Name:	Julia Spoor Gard		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	32500-6		
NAME OF SUBMITTER:	Julia Spoor Gard		

CH \$115.00 85396400

Signature:	/jgard/
Date:	06/11/2013
Total Attachments: 5 source=20130611111153#page1.tif source=20130611111153#page2.tif source=20130611111153#page3.tif source=20130611111153#page4.tif source=20130611111153#page5.tif	

**PARTIAL RELEASE OF SECOND SUPPLEMENTAL INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This is to certify that, for value received, the liens and encumbrances established by the Second Supplemental Intellectual Property Security Agreement dated October 28, 2011 (the "Security Agreement") granted by **PHYTEX, LLC**, a Maine limited liability company ("Pledgor") to **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as administrative agent ("Administrative Agent") is hereby released and satisfied only and solely as to the collateral identified below (collectively the "Released Collateral"):

(i) all patents and patent applications described on Schedule A hereto, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all trademarks and trademark applications described on Schedule B hereto, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) all general intangibles and all intangible intellectual or other similar property of grantor of any kind or nature, associated with or arising out of any of the property identified on Schedule A and Schedule B and not otherwise described above; and

(iv) all proceeds of any and all of the property identified on Schedule A and Schedule B (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the such property.

Notwithstanding the foregoing release and satisfaction of the liens with respect to the Released Collateral, the Security Agreement shall continue in full force and effect without modification, termination or limitation as to any collateral subject to the Security Agreement which does not constitute Released Collateral and Administrative Agent reserves all of its other rights under the Security Agreement with respect to such other collateral.

So executed this 28 day of May, 2013.

**JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION**, as Administrative Agent

By: 

Printed: Mitchell P. Schenk

Title: Authorized Signer

STATE OF INDIANA )

COUNTY OF MARION ) SS:  
)

Before me, the undersigned, a Notary Public within and for the County and State last aforesaid, on this the 28<sup>th</sup> day of May, 2013, personally appeared Michael P. Schwab <sup>Concert</sup> the authorized signee of JPMorgan Chase Bank, National Association, and acknowledged the execution of the foregoing instrument in the capacity noted above.

Witness my hand and Notarial Seal this 28<sup>th</sup> day of May, 2013.

*Diane L. Lander*

(signature)

DIANE L. LANDER

Printed

(Notary Public)

My Commission expires: 5-15-2015

My County of Residence: HENRICKS KD\_Final - Partial Release of Second Supplemental IP Security Agreement.DOC

**SCHEDULE B****TRADEMARK INTERESTS HELD BY PHYTEX LLC**

Trademark Name	Country	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner
OPTIPHOS	Canada	Allowed	1207242	2/23/04			Phytex, LLC
OPTIPHOS NSP	United States of America	Allowed	85-396400	8/12/11			Phytex, LLC
OPTIPHOS	Egypt	Filed	278863	9/12/12			Phytex, LLC
OPTIPHOS	Egypt	Filed	278864	9/12/12			Phytex, LLC
OPTIPHOS	Mexico	Filed	643781	2/25/04			Phytex, LLC
OPTIPHOS and Design	Mexico	Filed	690561	11/30/04			Phytex, LLC
OPTIPHOS PF	Mexico	Filed	810834	10/4/06			Phytex, LLC
OPTIPHOS	Venezuela	Published	2007-011011	5/17/07			Phytex, LLC
OPTIPHOS	Viet Nam	Published	4-2012-0680	3/30/12			Phytex, LLC
OPTIPHOS and Design	India	Published	1323104	11/30/04			Phytex, LLC
OPTIPHOS PF	Venezuela	Published	2007000195	1/5/07			Phytex, LLC
OPTIPHOS	Argentina	Registered	2745058	5/11/07	2226900	4/21/08	Phytex, LLC
OPTIPHOS	Bolivia	Registered	SM-1925	5/24/07	117802-C	2/13/09	Phytex, LLC
OPTIPHOS	Brazil	Registered	826276660	2/27/04	826276660	7/10/07	Phytex, LLC
OPTIPHOS	Chile	Registered	813027	5/16/07	834634	11/21/08	Phytex, LLC
OPTIPHOS	China (People's Republic)	Registered	3931959	2/27/04	3931959	12/7/05	Phytex, LLC
OPTIPHOS	Colombia	Registered	07-069294	7/9/07	349461	3/31/08	Phytex, LLC
OPTIPHOS	Costa Rica	Registered	2007-9315	6/19/07	186914	2/20/09	Phytex, LLC
OPTIPHOS	Dominican Republic	Registered	2007-29420	6/25/07	162879	9/14/07	Phytex, LLC
OPTIPHOS	Ecuador	Registered	183985	5/15/07	7660-07	10/15/07	Phytex, LLC
OPTIPHOS	European Community	Registered	3676715	2/24/04	3676715	6/29/05	Phytex, LLC
OPTIPHOS	Guatemala	Registered	M-5143-2007	6/22/07	156201	4/18/08	Phytex, LLC
OPTIPHOS	Honduras	Registered	21231-2007	6/25/07	105283	6/18/08	Phytex, LLC

OPTIPHOS	India	Registered	1271076	3/5/04	1271076	9/20/05	Phytex, LLC
OPTIPHOS	Korea, Republic of	Registered	40-2004-8134	2/24/04	633106	9/28/05	Phytex, LLC
OPTIPHOS	Malaysia	Registered	2007-09404	5/22/07	7009404	5/22/07	Phytex, LLC
OPTIPHOS	Nicaragua	Registered	2007-02364	7/9/07	801187	5/23/08	Phytex, LLC
OPTIPHOS	Panama	Registered	162126-01	6/11/07	162126-01	6/11/07	Phytex, LLC
OPTIPHOS	Peru	Registered	296918	11/13/06	125880	3/30/07	Phytex, LLC
OPTIPHOS	Philippines	Registered	4-2004-002158	3/5/04	4-2004-002158	11/28/05	Phytex, LLC
OPTIPHOS	Paraguay	Registered	21703	7/9/07	311034	5/23/08	Phytex, LLC
OPTIPHOS	El Salvador	Registered	2007067186	5/25/07	122	4/21/08	Phytex, LLC
OPTIPHOS	Thailand	Registered	662124	5/24/07	TM280358	5/20/08	Phytex, LLC
OPTIPHOS	Turkey	Registered	2010-G-35432	2/16/10	2010 09423	4/28/11	Phytex, LLC
OPTIPHOS	United States of America	Registered	78-137164	6/10/02	3101428	6/6/06	Phytex, LLC
OPTIPHOS	Uruguay	Registered	380888	5/24/07	380888	7/4/10	Phytex, LLC
OPTIPHOS and Design	Brazil	Registered	827049617	1/6/05	827049617	7/8/08	Phytex, LLC
OPTIPHOS and Design	China (People's Republic)	Registered	4396188	12/3/04	4396188	2/14/08	Phytex, LLC
OPTIPHOS and Design	European Community	Registered	4148938	11/30/04	4148938	1/30/06	Phytex, LLC
OPTIPHOS and Design	Korea, Republic of	Registered	40-2004-54399	12/1/04	648934	1/26/06	Phytex, LLC
OPTIPHOS and Design	Philippines	Registered	4-2004-011601	12/7/04	4-2004-011601	3/10/08	Phytex, LLC
OPTIPHOS and Design	United States of America	Registered	78-486501	9/20/04	3140120	9/5/06	Phytex, LLC
OPTIPHOS PF	Argentina	Registered	2708295	10/17/06	2-197-345	11/22/07	Phytex, LLC
OPTIPHOS PF	Bolivia	Registered	SM-1926	5/24/07	117893-C	2/16/09	Phytex, LLC
OPTIPHOS PF	Brazil	Registered	828948160	1/19/07	828948160	8/21/12	Phytex, LLC
OPTIPHOS PF	Chile	Registered	759-387	1/19/07	791437	7/4/07	Phytex, LLC
OPTIPHOS PF	China (People's Republic)	Registered	5706030	11/6/06	5706030	7/21/09	Phytex, LLC
OPTIPHOS PF	Colombia	Registered	07-069295	7/9/07	349462	3/31/08	Phytex, LLC
OPTIPHOS PF	Costa Rica	Registered	2006-9345	10/3/06	170379	9/21/07	Phytex, LLC

OPTIPHOS PF	Dominican Republic	Registered	2007-25894	5/11/07	161921	9/14/07	Phytex, LLC
OPTIPHOS PF	Ecuador	Registered	176631	10/13/06	6845-07	9/13/07	Phytex, LLC
OPTIPHOS PF	European Community	Registered	5370556	10/10/06	5370556	8/7/07	Phytex, LLC
OPTIPHOS PF	Guatemala	Registered	4203-2007	5/25/07	156245	4/22/08	Phytex, LLC
OPTIPHOS PF	Honduras	Registered	15672-2007	5/11/07	105076	6/3/08	Phytex, LLC
OPTIPHOS PF	Korea, Republic of	Registered	40-2006-50987	10/10/06	40-719860	8/6/07	Phytex, LLC
OPTIPHOS PF	Malaysia	Registered	2007-09405	5/22/07	2007-09405	5/22/07	Phytex, LLC
OPTIPHOS PF	Nicaragua	Registered	2006-03569	10/11/06	0702480 LM	10/15/07	Phytex, LLC
OPTIPHOS PF	Panama	Registered	158303-01	1/15/07	15830301	9/17/07	Phytex, LLC
OPTIPHOS PF	Philippines	Registered	4-2006-010968	10/6/06	4-2006-010968	5/4/09	Phytex, LLC
OPTIPHOS PF	Paraguay	Registered	21702	7/9/07	316222	9/11/08	Phytex, LLC
OPTIPHOS PF	Russian Federation	Registered	2006728651	10/5/06	343579	2/8/08	Phytex, LLC
OPTIPHOS PF	El Salvador	Registered	2007067180	5/25/07	231	4/26/08	Phytex, LLC
OPTIPHOS PF	Thailand	Registered	642002	10/13/06	TM269826	10/26/07	Phytex, LLC
OPTIPHOS PF	United States of America	Registered	78-934111	7/20/06	3566042	1/20/09	Phytex, LLC
OPTIPHOS PF	Uruguay	Registered	382118	6/25/07	382118	9/26/08	Phytex, LLC

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