

02-04-1999



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks. Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
01 21 99

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/04/1999 DC0ATES 00000040 75459479

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
200.00 DP

DC0ATES 0000076506
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Mail documents to be recorded with required cover sheet(s) information to:
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REEL: 1848 FRAME: 0722

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75459479"/>	<input type="text" value="75420453"/>	<input type="text"/>	<input type="text" value="1938979"/>	<input type="text" value="2189948"/>	<input type="text"/>
<input type="text" value="75504987"/>	<input type="text" value="75410023"/>	<input type="text"/>	<input type="text" value="2185961"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75059812"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2124155"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes


No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Thomas M. Sullivan

Name of Person Signing



Signature

February 1, 1999

Date Signed

**AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This Amended and Restated INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of January 21, 1999, made by AMBI, INC. (formerly known as Applied Micro Biology, Inc.), a New York corporation, having a place of business at 4 Manhattanville Road, Purchase, New York, 10577 (the "Pledgor"), in favor of STATE STREET BANK AND TRUST COMPANY, a national banking association with its principal office at 225 Franklin Street, Boston, Massachusetts 02110 (the "Pledgee").

R E C I T A L S :

A. Pursuant to a certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of January 21, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and in effect, the "Credit Agreement"; capitalized terms not defined herein have the meanings ascribed to them in the Credit Agreement) by and among Pledgor, Nutrition 21 ("N21") and Pledgee, the Pledgee has agreed to make certain Loans to the Pledgor and N21.

B. Pledgor is the owner of the Pledged Collateral (as hereinafter defined).

C. Simultaneously herewith, Pledgor has acquired the assets of Optimum Lifestyle, Inc. ("OLI").

D. It is a condition precedent to the Pledgee's obligations to make the Loans that the Pledgor shall execute and deliver the applicable Security Documents, including this Agreement.

E. This Agreement is given by Pledgor in favor of Pledgee for its benefit to secure the payment and performance of all of the Secured Obligations (as defined in Section 2).

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor and Pledgee hereby agree as follows:

Section 1. Pledge. Pledgor hereby repledges and regrants to the Pledgee for its benefit a continuing first priority security interest in all right, title and interest in and to all of Pledgor's rights, whether now existing or hereafter acquired, in and to the following property, and in connection with the foregoing, Pledgor pledges and grants to the Pledgee the following property relating to OLI (all of the foregoing, collectively, the "Pledged Collateral") to secure all of the Secured Obligations:

(i) patents issued or assigned to and all patent applications made by Pledgor, including, without limitation, the patents and patent applications listed on Schedule A hereto, along with any and all (A) inventions and improvements described and claimed therein, (B) reissues, divisions, continuations, extensions and continuations-in-part thereof, (C) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages

and payments for past or future infringements thereof, (D) rights to sue for past, present and future infringements thereof, and (E) any other rights corresponding thereto throughout the world (collectively, the "Patents");

(ii) trademarks (including service marks), federal and state trademark registrations and applications made by Pledgor, common law trademarks and trade names owned by or assigned to Pledgor and all registrations and applications for the foregoing, including, without limitation, the registrations and applications and unregistered trademarks and service marks listed on Schedule B hereto, along with any and all (A) renewals thereof, (B) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (C) rights to sue for past, present and future infringements thereof, and (D) trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, the "Trademarks");

(iii) copyrights, whether statutory or common law, owned by or assigned to Pledgor, including, without limitation, the registrations and applications listed on Schedule C hereto, along with any and all (A) renewals and extensions thereof, (B) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (C) rights to sue for past, present and future infringements thereof, and (D) copyrights and any other rights corresponding thereto throughout the world (collectively, the "Copyrights");

(iv) the entire goodwill of Pledgor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures and formulae) connected with the use of and symbolized by the Trademarks of Pledgor; and

(v) all Proceeds (as defined under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "UCC") or other relevant law) of any of the foregoing, and in any event including, without limitation, any and all (i) proceeds of any insurance, indemnity, warranty or guaranty payable to Pledgee or to Pledgor from time to time with respect to any of the Pledged Collateral, (ii) payments (in any form whatsoever) made or due and payable to Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any Governmental Authority (or any person acting on behalf of a Governmental Authority), (iii) instruments representing amounts receivable in respect of any Patents, Trademarks or Copyrights, (iv) products of the Pledged Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

Section 2. Secured Obligations. This Agreement secures, and the Pledged Collateral is collateral security for, the prompt payment and performance in full when due, whether at stated maturity, by acceleration or otherwise (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy or the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of (i) all Obligations of Pledgor and N21 now existing or hereafter arising under or in respect of the Credit Agreement (including to or for the benefit of any Agent under Section 11 of the Credit Agreement) including, without limitation, Pledgor's and N21's

obligations to pay principal and interest and all other charges, fees, expenses, commissions, reimbursements, indemnities and other payments related to or in respect of the obligations contained in the Credit Agreement and (ii) without duplication, all Obligations of Pledgor, and N21 now or hereafter existing under or in respect of this Agreement (including to or for the benefit of any Agent under Section 11 of the Credit Agreement), including, without limitation, with respect to all charges, fees, expenses, commissions, reimbursements, indemnities and other payments related to or in respect of the obligations contained in this Agreement (collectively, the "Secured Obligations").

Section 3. No Release. Nothing set forth in this Agreement shall relieve Pledgor from the performance of any term, covenant, condition or agreement on Pledgor's part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any Person under or in respect of any of the Pledged Collateral or impose any obligation on Pledgee to perform or observe any such term, covenant, condition or agreement on Pledgor's part to be so performed or observed or impose any liability on Pledgee for any act or omission on the part of Pledgor relating thereto or for any breach of any representation or warranty on the part of Pledgor contained in this Agreement or any other Credit Document or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of Pledgor contained in this Section 3 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations hereunder and under the other Credit Documents.

Section 4. Use and Pledge of Pledged Collateral. Unless an Event of Default has occurred and is continuing, Pledgee shall from time to time execute and deliver, upon written request of Pledgor, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of Pledgor to enable Pledgor to continue to exploit, license, use, enjoy and protect the Pledged Collateral throughout the world.

Section 5. Supplements: Further Assurances. Pledgor (i) agrees that it will join with Pledgee in executing and, at its own expense, file and refile, or permit Pledgee to file and refile, such financing statements, continuation statements and other documents (including, this Agreement), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices and the United States Copyright Office), as Pledgee may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to Pledgee hereunder, and (ii) hereby authorizes Pledgee to file financing statements and amendments, relative to all or any part thereof, without the signature of Pledgor where permitted by law and agrees to do such further acts and things, and to execute and deliver to Pledgee such additional assignments, agreements, powers and instruments, as Pledgee may reasonably require to carry into effect the purposes of this Agreement or better to assure and confirm unto Pledgee its respective rights, powers and remedies hereunder. Pledgor shall, upon the reasonable request of Pledgee, and hereby authorizes Pledgee to, take any and all such actions as may be deemed advisable by Pledgee to perfect and preserve the rights and interests granted to Pledgee with respect to the Pledged Collateral wherever located. All of the foregoing shall be at the sole cost and expense of Pledgor.

Section 6. Representations and Warranties of the Pledgor. Pledgor hereby represents and warrants as follows:

(a) Pledgor is, and, as to Pledged Collateral acquired by it from time to time after the date hereof, Pledgor will be, the sole and exclusive owner or, as applicable, licensee of all Pledged Collateral. The pledge and security interest created by this Agreement shall not at any time be subject to any prior lien, pledge, security interest,

encumbrance, license, assignment, collateral assignment or charge of any kind, including, without limitation, any filing or agreement to file a financing statement as debtor under the Uniform Commercial Code or any similar statute or any subordination arrangement in favor of any party other than Pledgor (collectively, "Liens"), except for those Liens set forth on Schedule F hereto (collectively, "Prior Liens") and Liens which, pursuant to the provisions of Section 8 of this Agreement, are required by their terms to be superior to the Lien hereof. Pledgor further represents and warrants to Pledgee that Schedules A, B and C hereto, respectively, are true, correct and complete lists as of the date hereof of all Patents, Trademarks and Copyrights owned by Pledgor and that Schedules D, E and F hereto are true and correct with respect to the matters set forth therein as of the date hereof.

(b) Pledgor has full corporate power, authority and legal right to pledge and grant a security interest in the Pledged Collateral in accordance with the terms of this Agreement and this Agreement constitutes the legal, valid and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms.

(c) Except as set forth on Schedule D hereto, no authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any court (other than in connection with the exercise of judicial remedies), governmental agency or regulatory authority, or with any securities exchange or any other Person is required in connection with (i) the pledge by Pledgor of the Pledged Collateral pursuant to this Agreement, or the execution, delivery or performance by Pledgor of this Agreement, (ii) the grant of a security interest (including the priority thereof when the appropriate filings have been made and accepted) in, the Pledged Collateral by Pledgor in the manner and for the purpose contemplated by this Agreement or (iii) the exercise of the rights and remedies of Pledgee created hereby.

(d) Pledgor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Pledged Collateral, including, without limitation, recordations of all its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices throughout the world and its claims to Copyrights in the United States Copyright Office, in each case as requested from time to time by Pledgee and in a manner consistent with prudent business practices.

(e) Pledgor owns or has rights to use all the Pledged Collateral and all rights with respect to any of the foregoing used in, necessary for or material to Pledgor's business as currently conducted and as contemplated to be conducted pursuant to the Credit Documents. To Pledgor's best knowledge after due inquiry, the use of such Pledged Collateral and all rights with respect to the foregoing by Pledgor does not infringe on the rights of any Person and, except as set forth on Schedule E attached hereto, no claim has been made and remains outstanding that Pledgor's use of the Pledged Collateral does or may violate the rights of any third person.

(f) Upon filings and the acceptance thereof in the appropriate offices under the Uniform Commercial Code and in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement will create a valid and, with respect to each U.S. Trademark, a duly perfected first priority lien and security interest in the United States in the Pledged Collateral, subject to no Liens other than Prior Liens and those Liens which, pursuant to the provisions of Section 8, are superior to the Lien

hereof. This Agreement has been duly and validly executed and delivered by Pledgor, constitutes the legal, valid and binding obligation of Pledgor and is enforceable against Pledgor in accordance with its terms.

Section 7. Covenants. (a) On a continuing basis, Pledgor will, at the expense of Pledgor, subject to any prior licenses, Liens and restrictions make, execute, acknowledge and deliver, and file and record in the proper filing and recording offices, all such instruments or documents, including, without limitation, appropriate financing and continuation statements and collateral agreements, and take all such action (limited, as aforesaid, if applicable) as may reasonably be deemed necessary or appropriate by Pledgee (I) to carry out the intent and purposes of this Agreement, (II) to assure and confirm to Pledgee the grant or perfection of a security interest in the Pledged Collateral for the benefit of the Pledgee, and (III) during the continuation of an Event of Default, to enable Pledgee to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral. Without limiting the generality of the foregoing, Pledgor (i) will not enter into any agreement that would impair or conflict with Pledgor's obligations hereunder, (ii) will, from time to time, upon Pledgee's request, cause its books and records to be marked with such legends or segregated in such manner as Pledgee may specify and take or cause to be taken such other action and adopt such procedures as Pledgee may specify to give notice or to perfect the security interest in the Pledged Collateral intended to be conveyed hereby; (iii) will, promptly following its becoming aware thereof, notify Pledgee of (A) any adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to Pledgor's business, or (B) the institution of any proceeding or any adverse determination in any federal, state, local or foreign court or administrative bodies regarding Pledgor's claim of ownership in or right to use any of the Pledged Collateral, its right to register the Pledged Collateral, or its right to keep and maintain such registration in full force and effect; (iv) will properly maintain and protect the Pledged Collateral to the extent necessary or appropriate for the conduct of Pledgor's business (as presently conducted and as contemplated by the Credit Documents) and consistent with Pledgor's current practice in accordance with applicable statutory requirements; (v) will not grant or permit to exist any Lien upon or with respect to the Pledged Collateral or any portion thereof except Liens in favor of Pledgee and Liens permitted by Section 8 hereof, and will not execute any security agreement or financing statement covering any of the Pledged Collateral except in the name of Pledgee or as permitted under this Agreement; (vi) except in accordance with prudent business practices, will not permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to the Pledged Collateral without the consent of Pledgee, or contract for sale or otherwise dispose of the Pledged Collateral or any portion thereof except pursuant to Section 8 hereof; (vii) upon Pledgor obtaining knowledge thereof, will promptly notify Pledgee in writing of any event which may reasonably be expected to affect the value or utility of the Pledged Collateral or any portion thereof, the ability of Pledgor or Pledgee to dispose of the Pledged Collateral or any portion thereof or the rights and remedies of Pledgee in relation thereto including, without limitation, a levy or threat of levy or any legal process against the Pledged Collateral or any portion thereof; (viii) until Pledgee exercises its rights to make collection, will diligently keep adequate records respecting the Pledged Collateral; (ix) subject to the first sentence of this Section 7(a), hereby authorizes Pledgee, in its sole discretion, to file one or more financing or continuation statements and amendments thereto, relative to all or any part of the Pledged Collateral without the signature of Pledgor where permitted by law; (x) will furnish to Pledgee from time to time statements and amended schedules further identifying and describing the Pledged Collateral and such other materials evidencing or reports pertaining to the Pledged Collateral as Pledgee may from time to time request, all in reasonable detail; (xi) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, licenses fees and

similar taxes or impositions payable in respect of the Pledged Collateral; and (xii) will comply in all material respects with all laws, rules and regulations applicable to the Pledged Collateral.

(b) If, before the Secured Obligations shall have been indefeasibly paid and satisfied in full in cash or cash equivalents, Pledgor shall, (i) obtain any rights to any additional Pledged Collateral or (ii) become entitled to the benefit of any additional Pledged Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Patent, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and any item enumerated in clause (i) or (ii) with respect to Pledgor shall automatically constitute Pledged Collateral if such would have constituted Pledged Collateral at the time of execution of this Agreement, and be subject to the assignment, Lien and security interest created by this Agreement without further action by any party. Pledgor shall promptly provide to Pledgee written notice of any of the foregoing. Pledgor shall, at least once in each calendar quarter, provide written notice to Pledgee of all applications for Patents and all applications for registration of Trademarks or Copyrights made during the preceding calendar quarter. Pledgor agrees, promptly following the written request by Pledgee, to confirm the attachment of the Lien and security interest created by this Agreement to any rights described in clauses (i) and (ii) above if such would have constituted Pledged Collateral at the time of execution of this Agreement by execution of an instrument in form acceptable to Pledgee.

(c) Pledgor authorizes the Pledgee to modify this Agreement by amending Schedules A, B and/or C annexed hereto to include any future Pledged Collateral of Pledgor, including, without limitation, any of the items listed in Section 7(b).

(d) Pledgor shall, consistent with its current business practices, file and prosecute diligently all applications for the Patents, the Trademarks or the Copyrights now or hereafter pending that would be useful or beneficial to the businesses of Pledgor to which any such applications pertain, and to do all acts necessary to preserve and maintain all rights in the Pledged Collateral unless such Pledged Collateral has become obsolete to Pledgor's business, as reasonably determined by Pledgor consistent with prudent business practices. Any and all costs and expenses incurred in connection with any such actions shall be borne by Pledgor. Except in accordance with prudent business practices, Pledgor shall not abandon any right to file a Patent, Trademark or Copyright application or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright without the consent of Pledgee.

Section 8. Transfers and Other Liens. Pledgor will not (i) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral or (ii) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral, except for Liens for taxes, assessments or government charges or claims the payment of which is not at the time required and inchoate Liens imposed by law (each of which shall, except to the extent otherwise required by law, be subordinate to the Lien created by this Agreement), the Lien granted to Pledgee under this Agreement and the Liens expressly permitted under Section 9.03 of the Credit Agreement, which Liens shall in all cases be non-consensual, provided, that (i) Pledgor shall have made provision for adequate reserves on its books and records in respect of any such Lien in accordance with GAAP; (ii) such Liens shall not, individually or in the aggregate, have a Materially Adverse Effect; and (iii) with respect to Permitted Encumbrances, Pledgor shall, as expeditiously as practicable, but in any event within five Business Days of the placement of any such Lien, fully pay, discharge or adequately bond such Lien to the satisfaction of the Pledgee. Notwithstanding the foregoing, (a) so long as no Event of Default has occurred and is continuing, Pledgor may grant licenses of Pledged Collateral on terms consistent with its then current business practices, and (b) in the event of a sale or other disposition of assets not

prohibited by the Credit Agreement and the assets subject to such sale or other disposition constitute Pledged Collateral, Pledgee shall release the Pledged Collateral that is the subject of such sale or other disposition to Pledgor free and clear of the Lien and security interest under this Agreement upon the receipt by Pledgee of the full amount of the net proceeds of such sale or disposition in accordance with the provisions of the Credit Agreement and Pledgee shall execute any documents reasonably requested by Pledgor in connection with such release.

Section 9. Remedies upon Default.

(a) If any Event of Default shall have occurred and be continuing, Pledgee may to the full extent permitted by law, and without advertisement, hearing or process of law of any kind, (i) exercise any and all rights as beneficial and legal owner of the Pledged Collateral, including, without limitation, perfecting assignment of any and all consensual rights and powers with respect to the Pledged Collateral and (ii) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use any or all of the Pledged Collateral (in the case of Trademarks, along with the goodwill associated therewith) or any part thereof, in each case, free of all rights and claims of Pledgor therein and thereto. In that connection, Pledgee shall have the right to cause any or all of the Pledged Collateral to be transferred of record into the name of Pledgee or its nominee and the right to impose (A) such limitations and restrictions on the sale or assignment of the Pledged Collateral as Pledgee may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to the sale or assignment, and (B) any necessary or appropriate requirements for any required governmental approvals or consents.

(b) Except as provided in this Section 9, Pledgor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by Pledgee of any of its rights and remedies hereunder. Pledgee shall not be liable to any Person for any incorrect or improper payment made pursuant to this Section 9 in the absence of gross negligence or willful misconduct.

(c) Pledgor agrees that, to the extent notice of sale shall be required by law, 5 days' notice from Pledgee of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters. No notification need be given to Pledgor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition. In addition to the rights and remedies provided in this Agreement and in the other Credit Documents, Pledgee shall have all the rights and remedies of a secured party under the UCC.

(d) Except as otherwise provided herein, Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with Pledgee's taking possession or Pledgee's disposition of any of the Pledged Collateral, including, without limitation, any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which Pledgor would otherwise have under law, and Pledgor hereby further waives to the extent permitted by applicable law: (i) all damages occasioned by such taking of possession; (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of Pledgee's rights hereunder; and (iii) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. Any sale of, or the grant of options to purchase, or any other realization upon, any Pledged Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of Pledgor therein and thereto, and shall be a perpetual bar both at law and in

equity against Pledgor and against any and all Persons claiming or attempting to claim the Pledged Collateral so sold, optioned or realized upon, or any part thereof, from, through or under Pledgor.

Section 10. Application of Proceeds. The proceeds of any Pledged Collateral obtained pursuant to the exercise of any remedy set forth in Section 9 shall be applied, together with any other sums then held by Pledgee pursuant to this Agreement, promptly by Pledgee:

First, to the payment of all costs and expenses, fees, commissions and taxes of such sale, collection or other realization, including, without limitation, reasonable compensation to Pledgee and its agents and counsel and all expenses, liabilities and advances made or incurred by Pledgee in connection therewith, together with interest on each such amount at the highest rate then in effect under the Credit Agreement;

Second, to the indefeasible payment in full in cash of the Secured Obligations, ratably according to the unpaid amounts thereof, without preference or priority of any kind among amounts so due and payable; and

Third, to Pledgor, or its successors or assigns, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such Proceeds.

Section 11. Expenses. Pledgor will upon demand pay to Pledgee the amount of any and all expenses, including the fees and expenses of its counsel and the allocated fees and expenses of staff counsel and the fees and expenses of any experts and agents, which Pledgee may incur in connection with (i) the collection of the Secured Obligations, (ii) the administration of this Agreement, (iii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (iv) the exercise or enforcement of any of the rights of Pledgee hereunder, or (v) the failure by Pledgor to perform or observe any of the provisions hereof. All amounts payable by Pledgor under this Section 11 shall be due upon demand and shall be part of the Secured Obligations. Pledgor's obligations under this Section 11 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations hereunder.

Section 12. No Waiver; Cumulative Remedies. (a) No failure on the part of Pledgee to exercise, no course of dealing with respect to, and no delay on the part of Pledgee in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(b) In the event Pledgee shall have instituted any proceeding to enforce any right, power or remedy under this instrument by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to Pledgee, then and in every such case, Pledgor and Pledgee shall be restored to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of Pledgee shall continue as if no such proceeding had been instituted.

Section 13. Pledgee May Perform; Pledgee Appointed Attorney-in-Fact. If Pledgor shall fail to do any act or thing that it has covenanted to do hereunder or any warranty or

the part of Pledgor contained herein shall be breached, Pledgee may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose. Any and all amounts so expended by Pledgee shall be paid by Pledgor promptly upon demand therefor, with interest at the highest rate then in effect under the Credit Agreement during the period from and including the date on which such funds were so expended to the date of repayment. Pledgor's obligations under this Section 13 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations hereunder. Pledgor hereby appoints Pledgee its attorney-in-fact with an interest, with full authority in the place and stead of Pledgor and in the name of Pledgor, or otherwise, from time to time in Pledgee's reasonable discretion to take any action and to execute any instruments consistent with the terms of this Agreement and the other Credit Documents which the Pledgee may deem necessary or advisable to accomplish the purposes of this Agreement. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term of this Agreement. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

Section 14. Indemnity.

(a) Indemnity. Pledgor agrees to indemnify, reimburse and hold Pledgee and its respective successors, assigns, employees, agents and servants (collectively, "Indemnitees") harmless from and against any and all liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all costs and expenses (including, without limitation, attorneys' fees and expenses and the allocated costs of internal counsel) of whatsoever kind and nature imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Agreement or the other Credit Documents or in any other way connected with the administration of the transactions contemplated hereby or the enforcement of any of the terms hereof, or the preservation of any rights hereunder, or in any way relating to or arising out of the manufacture, processing, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Pledged Collateral (including, without limitation, latent or other defects, whether or not discoverable, any claim for patent, trademark, trade secret or copyright infringement), the violation of the laws of any country, state or other governmental body or unit, any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnitee)), or property damage, or contract claim; provided that Pledgor shall have no obligation to an Indemnitee hereunder to the extent it is finally judicially determined that such indemnified liabilities arise solely from the gross negligence or willful misconduct of that Indemnitee. Upon written notice by any Indemnitee of the assertion of such a liability, obligation, damage, injury, penalty, claim, demand, action, judgment or suit, Pledgor shall assume full responsibility for the defense thereof. If any action, suit or proceeding arising from any of the foregoing is brought against any Indemnitee, Pledgor shall, if requested by such Indemnitee, resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel reasonably satisfactory to such Indemnitee. Each Indemnitee shall, unless any other Indemnitee has made the request described in the preceding sentence and such request has been complied with, have the right to employ its own counsel (or internal counsel) to investigate and control the defense of any matter covered by the indemnity set forth in this Section 14 and the fees and expenses of such counsel shall be paid by Pledgor; provided that, only to the extent no conflict exists between or among the Indemnitees as reasonably determined by the Indemnitees, Pledgor shall not be obligated to pay the fees and expenses of more than one counsel for all Indemnitees as a group with respect to any such matter, action, suit or proceeding.

(b) Misrepresentations. Without limiting the application of subsection 14(a), Pledgor agrees to pay, indemnify and hold each Indemnitee harmless from and against any loss, costs, damages and expenses which such Indemnitee may suffer, expend or incur in consequence of or growing out of any misrepresentation by Pledgor in this Agreement or any of the other Credit Documents or in any statement or writing contemplated by or made or delivered pursuant to or in connection with this Agreement or any of the other Credit Documents.

(c) Contribution. If and to the extent that the obligations of Pledgor under this Section 14 are unenforceable for any reason, Pledgor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations that is permissible under applicable law.

(d) Survival. The obligations of Pledgor contained in this Section 14 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations hereunder and under the other Credit Documents.

(e) Reimbursement. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Obligations secured by the Pledged Collateral.

Section 15. Litigation. (a) Pledgor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such applications for protection of Pledged Collateral, suits, proceedings or other actions for infringement, counterfeiting, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Pledged Collateral. Pledgor shall promptly notify Pledgee in writing as to the commencement and prosecution of any such actions, or threat thereof relating to the Pledged Collateral and shall provide to Pledgee such information with respect thereto as may be reasonably requested. Pledgee shall provide all reasonable and necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party.

(b) Upon the occurrence and during the continuation of an Event of Default, Pledgee shall have the right but shall in no way be obligated to file applications for protection of the Pledged Collateral and/or bring suit in the name of Pledgor or Pledgee to enforce the Pledged Collateral and any license thereunder; in the event of such suit, Pledgor shall, at the request of Pledgee, do any and all lawful acts and execute any and all documents required by Pledgee in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee, as the case may be, for all costs and expenses incurred by Pledgee in the exercise of its rights under this Section 15. In the event that Pledgee shall elect not to bring suit to enforce the Pledged Collateral, Pledgor agrees to use all measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, counterfeiting or other diminution in value of any of the Pledged Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any person so infringing necessary to prevent such infringement and Pledgee shall provide, at Pledgor's expense, all necessary and reasonable assistance to Pledgor to maintain such action.

Section 16. Modifications in Writing. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure by Pledgor therefrom, shall be effective unless the same shall be in writing and signed by the Pledgee. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by Pledgor

from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other Credit Document, no notice to or demand on Pledgor in any case shall entitle Pledgor to any other or further notice or demand in similar or other circumstances.

Section 17. Termination; Release. When all the Secured Obligations (other than Secured Obligations in the nature of continuing indemnities or expense reimbursement obligations not yet due and payable) have been indefeasibly paid in full and have been terminated and obligations of Pledgee to make any Loan under the Credit Agreement have expired, this Agreement shall terminate. Upon termination of this Agreement or any release of Pledged Collateral in accordance with the provisions of the Credit Agreement, Pledgee shall, upon the request and at the expense of Pledgor, forthwith assign, transfer and deliver to Pledgor, against receipt and without recourse to or warranty by Pledgee, such of the Pledged Collateral to be released (in the case of a release) as may be in the possession of Pledgee and as shall not have been sold or otherwise applied pursuant to the terms hereof, on the order of and at the expense of Pledgor, and proper instruments (including Uniform Commercial Code termination statements on Form UCC-3 and documents suitable for recordation in the United States Patent and Trademark Office, the United States Copyright Office or similar domestic or foreign authority) acknowledging the termination of this Agreement or the release of such Pledged Collateral, as the case may be.

Section 18. Notices. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, telexed or sent by United States mail, if to Pledgor, addressed to it at the address set forth in the Credit Agreement, if to Pledgee, addressed to it at the address set forth on the signature page of this Agreement. All such notices and other communications shall be deemed to have been given when delivered in person, or received by telecopy or telex; or four Business Days after deposit in the United States mail, registered or certified, with postage prepaid and properly addressed; provided that notices to Pledgee shall not be effective until received by Pledgee.

Section 19. Continuing Security Interest; Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) remain in full force and effect until the indefeasible payment in full in cash of all Secured Obligations, (ii) be binding upon the Pledgor, its successors and assigns, and (iii) inure, together with the rights and remedies of Pledgee hereunder, to the benefit of Pledgee and its respective successors, transferees and assigns; no other Persons (including, without limitation, any other creditor of the Pledgor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (iii), Pledgee may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Pledgee, herein or otherwise, subject however, to the provisions of the Credit Agreement.

Section 20. GOVERNING LAW; TERMS. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR INTELLECTUAL

PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE COMMONWEALTH OF MASSACHUSETTS.

Section 21. CONSENT TO JURISDICTION AND SERVICE OF PROCESS. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST PLEDGOR WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT PLEDGOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE TRIAL BY JURY, AND PLEDGOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. PLEDGOR DESIGNATES AND APPOINTS SUCH OTHER PERSONS AS MAY HEREAFTER BE SELECTED BY PLEDGOR IRREVOCABLY AGREEING IN WRITING TO SO SERVE, AS ITS AGENT TO RECEIVE ON ITS BEHALF, SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDINGS IN ANY SUCH COURT, SUCH SERVICE BEING HEREBY ACKNOWLEDGED BY PLEDGOR TO BE EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT. A COPY OF SUCH PROCESS SO SERVED SHALL BE MAILED BY REGISTERED MAIL TO PLEDGOR AT ITS ADDRESS PROVIDED FOR IN SECTION 18 HEREOF. IF ANY AGENT APPOINTED BY PLEDGOR REFUSES TO ACCEPT SERVICE, PLEDGOR HEREBY AGREES THAT SERVICE UPON IT BY MAIL SHALL CONSTITUTE SUFFICIENT NOTICE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF THE PLEDGEE TO BRING PROCEEDINGS AGAINST PLEDGOR IN THE COURTS OF ANY OTHER JURISDICTION.

Section 22. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 23. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

Section 24. Headings. The Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

Section 25. Obligations Absolute. All obligations of Pledgor hereunder shall be absolute and unconditional irrespective of:

- (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Pledgor or any other Subsidiary of Pledgor;

(ii) any lack of validity or enforceability of the Credit Agreement, any other Credit Document, or any other agreement or instrument relating thereto;

(iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Credit Document, or any other agreement or instrument relating thereto;

(iv) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(v) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this Agreement or any other Credit Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 16 hereof; or

(vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of Pledgor.

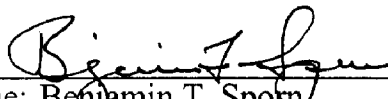
Section 26. Waiver of Single Action. Pledgor hereby waives to the greatest extent permitted under law the right to a discharge of any of the Secured Obligations under any statute or rule of law now or hereafter in effect which provides that the exercise of any particular right or remedy as provided for herein (by judicial proceedings or otherwise) constitutes the exclusive means for satisfaction of the Secured Obligations or which makes unavailable any further judgment or any other right or remedy provided for herein because Pledgee elected to proceed with the exercise of such initial right or remedy or because of any failure by Pledgee to comply with laws that prescribe conditions to the entitlement to such subsequent judgment or the availability of such subsequent right or remedy. In the event that, notwithstanding the foregoing waiver, any court shall for any reason hold that such subsequent judgment or action is not available to Pledgee, Pledgor shall not (i) introduce in any other jurisdiction any judgment so holding as a defense to enforcement against Pledgor of any remedy in the Credit Agreement or executed in connection with the Credit Agreement or (ii) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered and only with respect to the collateral referred to in such judgment.

Section 27. Future Advances. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Credit Agreement.

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

Pledgor:

AMBI INC.
(Formerly known as Applied Micro
Biology, Inc.)

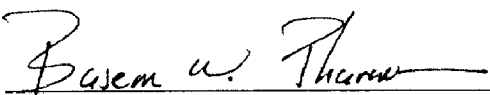
By: 
Name: Benjamin T. Sporn
Title: Senior Vice President and Authorized
Signatory

Notice Address:

AMBI Inc.
4 Manhattanville Road
Purchase, NY 10577

Pledgee:

STATE STREET BANK AND TRUST
COMPANY

By: 
Name: Mr. Basem W. Pharaon
Title: Assistant Vice President

Notice Address:

State Street Bank and Trust Company
225 Franklin Street
Boston, Massachusetts 02110

SCHEDULE A

to

Intellectual Property Security Agreement

between

AMBI INC.

as Pledgor

and

STATE STREET BANK AND TRUST COMPANY

as Pledgee

Dated as of January 21, 1999

Patents

See Schedule A attached hereto.

Patent Applications

See Schedule A attached hereto.

Intellectual Property Security Agreement (AMBI)

Schedule A

U.S. Patents Owned by AMBI

<u>Serial Number</u>	<u>Title</u>	<u>Issue Date</u>
1. 4,663,280	Expression and Secretion Vectors	May 5, 1987
2. 4,931,390	Expression of the Cloned Lysostaphin Gene	June 5, 1990
3. 4,980,163	Novel Bacteriocin Compositions for Use As Enhanced Broad Range Bactericides and Methods	December 25, 1990
4. 5,011,772	High Yield Protein Production System	April 30, 1991
5. 5,135,910	Nisin Compositions For Use As Enhanced, Broad Range Bactericides	August 4, 1992
6. 5,217,950	Nisin Compositions For Use As Enhanced, Broad Range Bactericides	June 8, 1993
7. 5,260,271	Nisin Compositions For use As Enhanced, Broad Range Bactericides	November 9, 1993
8. 5,304,540	Pharmaceutical Bacteriocin Compositions and Methods For Using the Same	April 19, 1994
9. 5,334,582	Pharmaceutical Bacteriocin Compositions and Methods For Using the Same	August 2, 1994
10. 5,559,096	Bacteriocin H. Pylori Agents	September 24, 1996
11. 5,691,301	Nisin Compositions For Use As Enhanced, Broad Range Bactericides	November 25, 1997
12. 5,753,614	Nisin Compositions For Use As Enhanced, Broad Range Bactericides	May 19, 1998
13. 5,760,026	Method of Treating Mastitis	June 2, 1998
14. 5,762,948	Nisin Paper Wipes	June 9, 1998
15. 5,763,395	Stabilized Bacteriocin Compositions	June 9, 1998
16. 5,804,549	Novel Compositions	September 8, 1998
17. 5,833,958	Novel Compositions	November 10, 1998

Intellectual Property Security Agreement (AMBI)

Schedule A (continued)

U.S. Patent Applications

	<u>Serial Number</u>	<u>Title</u>	<u>Filing Date</u>
1.	08/168,687	Method of Treating Mastitis	December 16, 1993
2.	08/436,364	Novel (Nisin) Composition	May 19, 1995
3.	08/667,650	Method for the Control of Antibiotic Resistant Gram Positive Bacteria	June 21, 1996
4.	08/771,244	Method for the Treatment of Streptococcus Pneumoniae	December 20, 1996
5.	08/950,225	Method of Treatment for Diarrhea Disease	June 9, 1997
6.	08/973,064	Novel Compositions	November 25, 1997
7.	09/120,030	Method for Treatment of Staphylococcal Disease	July 23, 1997
8.	09/140,732	Lysostaphin	August 27, 1998
9.	09/143,250	Chromium Nicotinate Compositions	August 28, 1998
10.	09/144,026	Chromium Picolinate Compositions	August 28, 1998
11.	Awaiting Serial #	Enteric Coated Chromium Picolinate	January 12, 1999
12.	Awaiting Serial #	Enteric Coated Chromium Nicotinate	January 12, 1999

SCHEDULE B

to

Intellectual Property Security Agreement

between

AMBI INC.

as Pledgor

and

STATE STREET BANK AND TRUST COMPANY

as Pledgee

Dated as of January 21, 1999

Trademark Registrations

<u>Registrant</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
AMBI Inc.	Lite Bites	USA	1,938,979	11/28/95
AMBI Inc.	Lite Bites and Design	USA	2,185,961	9/1/98

See also the Trademark List attached hereto.

Applications for Trademark Registrations

<u>Applicant</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>
AMBI Inc.	Lite Bites Fat-Fighting System Chewies	USA	75/459479	3/30/98
AMBI Inc.	Healthy Bites	USA	75/504987	6/18/98

See also the Trademark List attached hereto.

Unregistered Trademarks and Service Marks

1. Munchie Bites.

Trademark List

First Use

Renewal

Registration
Number/Date

Application
No./Filing Date

Status

Sub

Case Number

Client Attorney(s)

Trademark Name

AMBICIN

SPOR SH

11097

B

Abandoned

1 911 331

30-May-2006

Country:

Argentina Owner:

AMBI INC. 07-Mar-1994

Classes: 005
Goods:

Remarks:

AMBICIN

SPOR SH

11097

A

Registered

1 911 330

30-May-2006

Country:

Argentina Owner:

AMBI INC. 07-Mar-1994 30-May-1996

Classes: 001
Goods:

Remarks:

AMBICIN

SPOR SH

11097

B

Abandoned

623345

Country:

Australia Owner:

AMBI INC. 21-Feb-1994

Classes: 005
Goods:

Remarks:

AMBICIN

SPOR SH

11097

A

Registered

623243

21-Feb-2004

Country:

Australia Owner:

AMBI INC. 21-Feb-1994 21-Feb-1994

Classes: 001
Goods:

Remarks:

AMBICIN

SPOR SH

11097

Registered

AM 729/94

06-May-2004

Country:

Austria Owner:

AMBI INC. 17-Feb-1994 06-May-1994

Classes: 001 & 005
Goods:

Remarks:

Trademark List

First Use

Trademark Name

Client Attorney(s)

Case Number

Sub

Status

Application No./Filing Date

Registration Number/Date

Renewal

AMBICIN

SPOR SH

11097

Registered

822516
AMBI INC.

549212
22-Feb-1994
03-Jan-1995

Country:

Benelux Owner:

Classes: 001 & 005
Goods:

Remarks:

AMBICIN

SPOR SH

11097

Registered

817 961 011
AMBI INC.

817 961 011
20-Jul-1994
01-Oct-1996

Country:

Brazil Owner:

Classes: 001
Goods:

Remarks:

AMBICIN

SPOR SH

11097

Registered

751,009
AMBI INC.

474,782
30-Mar-1994
15-Apr-1997

Country:

Canada Owner:

Classes: 001
Goods:

Remarks:

AMBICIN

SPOR SH

11097

Registered

1421/94
AMBI INC.

5350/95
21-Feb-1994
18-Aug-1995

Country:

Denmark Owner:

Classes: 001
Goods:

Remarks:

AMBICIN

SPOR SH

11097

Pending

45499
AMBI INC.

01-Mar-1994

Country:

Ecuador Owner:

Classes: 001
Goods:

Remarks:

Trademark List

First Use

Renewal

Registration
Number/Date

Application
No./Filing Date

Status

Sub

Case Number

Client Attorney(s)

SPOR SH

11097

A

Registered

90157

27-Feb-1994

27-Feb-2004

Trademark Name

AMBICIN

Country:

Egypt Owner:

Classes: 001

Remarks:

Old Case #: SPOR11097A

Goods: CHEMICALS NAMELY ANTIMICROBIALS, PRESERVATIVES,
NAMELY ANTIMICROBIALS

AMBICIN

Country:

SPOR SH

11097

B

Abandoned

90158

AMBI INC. 27-Feb-1994

Classes: 005

Goods:

Remarks:

AMBICIN

Country:

SPOR SH

11097

Registered

902/94

135435

05-Dec-2004

Finland Owner:

AMBI INC.

21-Feb-1994 05-Dec-1994

Classes: 001 & 005

Goods:

Remarks:

AMBICIN

Country:

SPOR SH

11097

Registered

94 507 361

94 507 361

21-Feb-2004

France Owner:

AMBI INC.

21-Feb-1994 21-Feb-1994

Classes: 001 & 005

Goods:

Remarks:

AMBICIN

Country:

SPOR SH

11097

Registered

A 56 394/1

2 099 401

18-Feb-2004

Germany Owner:

AMBI INC.

18-Feb-1994 18-Feb-1994

Classes: 001 & 005

Goods:

Remarks:

Trademark List

First Use

Renewal

Registration
Number/Date

Application
No./Filing Date

Status

Sub

Case Number

Client Attorney(s)

Client

Trademark Name

AMBICIN
Country: Hungary
Classes: 001
Goods: SPOR SH
11097
Registered
M 94 01816
143 624
21-Feb-1994
21-Feb-2004
Remarks:

AMBICIN
Country: India
Classes: 005
Goods: SPOR SH
11097
Abandoned
619777
AMB I INC. 17-Feb-1994
Remarks:

AMBICIN
Country: India
Classes: 001
Goods: SPOR SH
11097
Pending
619776
AMB I INC. 19-Feb-1994
Remarks:

AMBICIN
Country: Ireland, Republic of
Classes: 005
Goods: SPOR SH
11097
Abandoned
94/1250
AMB I INC. 02-Mar-1994
Remarks:

AMBICIN
Country: Ireland, Republic of
Classes: 001
Goods: SPOR SH
11097
Registered
94/1249
15949
02-Mar-2001
Remarks:

Trademark List

First Use

Renewal

Registration
Number/Date

Application
No./Filing Date

Status

Sub

Case Number

Client Attorney(s)

Trademark Name

SPOR SH 11097 B Registered 91400 91399 25-Feb-1994 06-Nov-1996 25-Feb-2001

Country: AMBICIN. AMBI INC. Remarks:

Classes: 001
Goods:

SPOR SH 11097 Registered M194C002632 00694080 18-Mar-2004

Country: AMBICIN. AMBI INC. Remarks:

Classes: 001 & 005
Goods:

SPOR SH 11097 A Registered 6-19689 4122051 06-Mar-2008

Country: AMBICIN. AMBI INC. Remarks:

Classes: 001
Goods:

SPOR SH 11097 Registered 192017 476,993 25-Feb-1994 17-Oct-1994 25-Feb-2004

Country: AMBICIN. AMBI INC. Remarks:

Classes: 001
Goods:

SPOR SH 11097 Registered 234326 234236 17-Feb-1994 17-Feb-1994 17-Feb-2001

Country: AMBICIN. AMBI INC. Remarks:

Classes: 001
Goods:

Trademark List

First Use

Renewal

Registration
Number/Date

Application
No./Filing Date

Status

Sub

Case Number

Client Attorney(s)

Trade-mark Name

AMBICIN SPOR SH 11097 Registered 94.1089 175.616 18-Jul-2006

Country: Norway Owner: AMBI INC. 21-Feb-1994 18-Jul-1996

Classes: 001 Goods: Remarks:

AMBICIN SPOR SH 11097 Registered 02533 21-Dec-2004

Country: Paraguay Owner: AMBI INC. 21-Feb-1994 21-Dec-1994

Classes: 001 Goods: Remarks:

AMBICIN SPOR SH 11097 Abandoned 02532

Country: Paraguay Owner: AMBI INC.

Classes: 005 Goods: Remarks:

AMBICIN SPOR SH 11097 Abandoned 95126

Country: Philippines Owner: AMBI INC. 21-Feb-1994

Classes: 005 Goods: Remarks:

AMBICIN SPOR SH 11097 Registered 95126 656640 29-Dec-2007

Country: Philippines Owner: AMBI INC. 07-Sep-1994 29-Dec-1997

Classes: 001 Goods: Remarks:

Trademark List

First Use

Renewal

Registration
Number/Date

Application
No./Filing Date

Status

Sub

Case Number

Client Attorney(s)

Trademark Name

AMBICIN
Country: SPOR SH 11097 A Registered 300794 300794 12-Dec-2005
Portugal Owner: AMBI INC. 30-May-1994 12-Dec-1995

Remarks:

Goods:

AMBICIN
Country: SPOR SH 11097 Abandoned 300795
Portugal Owner: AMBI INC. 21-Feb-1994

Remarks:

Classes: 005

Goods:

AMBICIN
Country: SPOR SH 11097 B Abandoned 941684
South Africa Owner: AMBI INC. 17-Feb-1994

Remarks:

Classes: 005

Goods:

AMBICIN
Country: SPOR SH 11097 A Registered 941683 941683 17-Feb-2004
South Africa Owner: AMBI INC. 17-Feb-1994 11-Dec-1996

Remarks:

Classes: 001

Goods:

AMBICIN
Country: SPOR SH 11097 B Abandoned 1805182
Spain Owner: AMBI INC. 22-Feb-1994

Remarks:

Classes: 005

Goods:

Trademark List

Wednesday, January 20, 1999

First Use

Trademark Name	Client	Attorney(s)	Case Number	Sub	Status	Application No./Filing Date	Registration Number/Date	Renewal
AMBICIN	SPOR	SH	11097	A	Registered	1 805 181 AMBI INC.	1 805 181 22-Feb-1994	22-Feb-2004 22-Feb-1994
Country:	Spain Owner: Remarks:							
	Classes: 001							
	Goods:							
AMBICIN	SPOR	SH	11097		Registered	265 254 AMBI INC.	265 254 22-Feb-1994	24-Mar-2005 24-Mar-1995
Country:	Sweden Owner: Remarks:							
	Classes: 001 & 005							
	Goods:							
AMBICIN	SPOR	SH	11097		Registered	1070/1994.6 AMBI INC.	420 970 17-Feb-1994	17-Feb-2004 27-Feb-1994
Country:	Switzerland Owner: Remarks:							
	Classes: 001							
	Goods:							
AMBICIN	SPOR	SH	11097	A	Registered	83-053060 AMBI INC.	686831 16-Aug-1994	16-Aug-2005 16-Aug-1995
Country:	Taiwan Owner: Remarks:							
	Classes: 001							
	Goods:							
AMBICIN	SPOR	SH	11097	A	Registered	1563137 AMBI INC.	1563137 21-Feb-1994	21-Feb-2001 21-Feb-1994
Country:	United Kingdom Owner: Remarks:							
	Classes: 001							
	Goods:							

Trademark List

Wednesday, January 20, 1999

First Use

Renewal

Registration Number/Date

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Case Number

Client Attorney(s)

Trade-mark Name

AMBICIN
 Country: United Kingdom
 Client: SPOR SH
 Attorney(s):
 Owner: United Kingdom
 Classes: 005
 Goods:
 Sub: B
 Case Number: 11097
 Application No./Filing Date: 1563138
 Status: Abandoned
 Remarks: AMBI INC. 21-Feb-1994

AMBICIN
 Country: United States of America
 Client: SPOR SH
 Attorney(s):
 Owner: United States of America
 Classes: 001
 Goods:
 Sub: B
 Case Number: 11097
 Application No./Filing Date: 73/732,057
 Status: Registered
 Remarks: AMBI INC. 02-Jun-1988 27-Feb-1990
 Registration Number/Date: 1,584,186
 Renewal: 27-Feb-2000

AMBICIN
 Country: Uruguay
 Client: SPOR SH
 Attorney(s):
 Owner: Uruguay
 Classes: 001
 Goods:
 Sub: B
 Case Number: 11097
 Application No./Filing Date: 268735
 Status: Registered
 Remarks: AMBI INC. 04-Mar-1994 07-Jan-1997
 Registration Number/Date: 268735
 Renewal: 07-Jan-2007

CARDIA
 Country: Argentina
 Client: SPOR SH
 Attorney(s):
 Owner: Argentina
 Classes: 030
 Goods:
 Sub: B
 Case Number: 12824
 Application No./Filing Date: 2,070,626
 Status: Pending
 Remarks: AMBI INC. 24-Feb-1997
 Registration Number/Date: 2,070,626
 Renewal: Old Case #: SPOR12824

CARDIA
 Country: Brazil
 Client: SPOR SH
 Attorney(s):
 Owner: Brazil
 Classes: 030
 Goods:
 Sub: B
 Case Number: 12824
 Application No./Filing Date: 819,726,575
 Status: Pending
 Remarks: AMBI INC. 21-Feb-1997
 Registration Number/Date: 819,726,575
 Renewal: Old Case #: SPOR12824

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Trademark List

First Use

Renewal

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Sub

Case Number

Client Attorney(s)

Trademark Name

CARDIA Country:	SPOR SH Canada Owner: Classes: 030 Goods:	12824	Pending	803,099 AMBI INC. 31-Jan-1996 Remarks:		
CARDIA Country:	SPOR SH Chile Owner: Classes: 030 Goods:	12824	Pending	AMBI INC. 17-Feb-1997 Remarks:		
CARDIA Country:	SPOR SH Colombia Owner: Classes: 030 Goods:	12824	Pending	97021016 AMBI INC. 19-Feb-1997 Remarks:		
CARDIA Country:	SPOR SH Mexico Owner: Classes: 030 Goods:	12824	Pending	288254 AMBI INC. 28-Feb-1997 Remarks:		
CARDIA Country:	SPOR SH Peru Owner: Classes: 030 Goods:	12824	Registered	032597 AMBI INC. 19-Feb-1997 Remarks:	032597	15-Jul-2007 15-Jul-1997

Wednesday, January 20, 1999

Trademark List

First Use

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Application
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Status

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Case Number

Client Attorney(s)

Trademark Name

CARDIA
Country: Portugal
Classes: 030
Remarks: Old Case #: SPOR12824

Goods: SPOR SH
Spain Owner:
Classes: 030
Goods: SPOR SH
United States of America Owner:
Classes: 030
Goods: SPOR SH
Venezuela Owner:
Classes: 030
Goods: SPOR

CARDIA
Country: United States of America
Classes: 030
Goods: SPOR SH
Venezuela Owner:
Classes: 030
Goods: SPOR

CARDIA
Country: Venezuela
Classes: 030
Goods: SPOR

CARDIA & DESIGN
Country: Argentina
Agent: MARV
Classes: 30
Goods: SPOR

Registered
322.443
AMBI INC.
07-Mar-1997
06-Oct-2007
06-Oct-1997

Registered
2076464
AMBI INC.
25-Feb-1997

Registered
74/711.150
AMBI INC.
04-Aug-1995
23-Dec-2007
23-Dec-1997

Published
42288.97
AMBI INC.
07-Mar-1997

Abandoned
2076563
AMBI INC.
24-Mar-1998

Remarks: Old Case #: SPOR14014

Trademark List

First Use

Renewal

Registration Number/Date

Application No./Filing Date

Status

Sub

Case Number

Client Attorney(s)

Trademark Name

SPOR SH 14014 Registered 378141 501679 19-Jan-2008

Chile Owner: AMBI INC. 23-May-1997 19-Jan-1998

Agent: VILLA ESTUDIO FEDERICO VILLASECA

Classes: 30 Remarks: Old Case #: SPOR14014

Goods: SEASONINGS SPICES, FOOD FLAVORING AND SALT
SUBSTITUTE

SPOR SH 14014 Pending 291392

Mexico Owner: AMBI INC. 04-Apr-1997

Classes: 030 Remarks:

Goods:

SPOR SH LSC 14014 Registered 323.209 323209 04-Nov-2007

Portugal Owner: AMBI INC. 11-Apr-1997 04-Nov-1997

Agent: DIAS J.E. DIAS COSTA

Classes: 30 Remarks: Old Case #: SPOR14014

Goods:

SPOR SH 14014 Pending 2 074 474

Spain Owner: AMBI INC. 24-Mar-1997

Classes: 030 Remarks:

Goods:

Trademark List

First Use

Renewal

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Sub

Case Number

Client Attorney(s)

Trademark Name

CARDIA & DESIGN
Country: United States of America
Classes: 030
Goods:

SPOR SH
Owner: United States of America
Classes: 030
Goods:

14014
Registered

75/255,571
AMB I INC.
Remarks: Old Case #: SPOR14014

2,189,948
11-Mar-1997
15-Sep-2008

11149-97
AMB I INC.
Remarks:

Pending

30-May-1997
Remarks:

75/059812
AMB I INC.
Remarks: Old Case #: SPOR13145

Pending

24-Feb-1996
Remarks:

Pending

15-Jul-1998
Remarks: Old Case #: SPOR14720

Pending

75/420,453
AMB I INC.
Remarks: Old Case #: SPOR14720

Pending

20-Jan-1998
Remarks:

Pending

Goods:

United States of America
Owner: United States of America
Classes: 030
Goods:

14720
SPOR SH
Owner: Canada
Classes: 016
Goods:

14720
SPOR SH
Owner: United States of America
Classes: 030
Goods:

14720
SPOR SH
Owner: United States of America
Classes: 030
Goods:

14720
SPOR SH
Owner: United States of America
Classes: 030
Goods:

14720
SPOR SH
Owner: United States of America
Classes: 030
Goods:

Trademark List

First Use

Renewal

Registration
Number/Date

Application
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Status

Sub

Case Number

Client Attorney(s)

Trademark Name

HEART'S CONTENT
Country: Canada
SPOR SH 14680
Agent: MBM MBM
Remarks: Old Case #: SPOR14680
AMB I INC. 23-Jun-1998
882,444
Pending

Goods: CATALOGUE SERVICES FEATURING PRODUCTS FOR
CARDIO VASCULAR HEALTH

HEART'S CONTENT
Country: United States of America
SPOR SH 14680
Classes: 35
Remarks: Old Case #: SPOR14680
75/410,023
AMB I INC. 23-Dec-1997

Goods: CATALOGUE SERVICES FEATURING PRODUCTS FOR
CARDIO VASCULAR HEALTH

THE ONE STEP COW PREP
Country: Australia
SPOR SH 12904
Classes: 003
Goods: 804,235
Remarks: Old Case #: SPOR14680
702,416
AMB I INC. 14-Feb-1996

THE ONE STEP COW PREP
Country: Canada
SPOR SH 12904
Classes: 003
Goods: 804,235
Remarks: Old Case #: SPOR14680
804,235
AMB I INC. 13-Feb-1996

Wednesday, January 20, 1999

Trademark List

First Use

Renewal

Registration Number/Date

Application No./Filing Date

Status

Sub

Case Number

Client Attorney(s)

Trademark Name

Country:

THE ONE STEP COW PREP

Country:

France Owner:

Classes: 005

Goods:

THE ONE STEP COW PREP

Country:

United Kingdom Owner:

Classes: 003

Goods:

THE ONE STEP COW PREP

Country:

United States of America Owner:

Classes: 5

WIPE OUT

Country:

Goods: PRE-MOISTENED MEDICATED ANTI-MICROBIAL WIPES

Classes: 003

Goods:

WIPE OUT

Country:

Canada Owner:

Goods:

Registered 96 619 078 04-Feb-1996 04-Feb-1996

AMBI INC. 04-Feb-1996 04-Feb-1996

Remarks:

Abandoned 2 056 815

AMBI INC. 14-Feb-1996

Remarks:

Registered 75/001.124 2,159,268 19-May-2008

AMBI INC. 03-Oct-1995 19-May-1998

Remarks:

Old Case #: SPOR12904

Registered 681186 18-Dec-1995 18-Dec-2005

AMBI INC. 18-Dec-1995 18-Dec-1995

Remarks:

Pending 800,018

AMBI INC. 15-Dec-1995

Remarks:

Trademark List

First Use

Renewal

Registration
Number/Date

Application
No./Filing Date

Status

Sub

Case Number

Client Attorney(s)

Goods:

Trademark Name

WIPE OUT
Country: France
Classes: 005
Goods: SPOR SH
Attorney: SH
Case: 12709
Status: Registered
Sub: 110417
Application: 96 604 990
Registration: 96 604 990
Renewal: 08-Jan-2006
First Use: 01-Sep-1996
Remarks: AMBI INC.

WIPE OUT
Country: Israel
Classes: 003
Goods: SPOR SH
Attorney: SANFORD T. COLB & CO.
Case: 12709
Status: Pending
Sub: 110417
Application: 2 048 987
Registration: 2048987
Renewal: 20-Dec-2005
First Use: 13-Feb-1997
Remarks: AMBI INC.

WIPE OUT
Country: United Kingdom
Classes: 003
Goods: SPOR SH
Attorney: SANFORD T. COLB & CO.
Case: 12709
Status: Registered
Sub: 110417
Application: 2 048 987
Registration: 2048987
Renewal: 20-Dec-2005
First Use: 13-Feb-1997
Remarks: AMBI INC.

WIPE OUT
Country: United States of America
Classes: 003
Goods: SPOR SH
Attorney: SANFORD T. COLB & CO.
Case: 12709
Status: Pending
Sub: 110417
Application: 74/703,290
Registration: 19-Jul-1995
Renewal: 15-Feb-2006
First Use: 15-Feb-1996
Remarks: AMBI INC.

WIPE OUT AND DESIGN
Country: Australia
Classes: 003
Goods: SPOR SH
Attorney: SANFORD T. COLB & CO.
Case: 12903
Status: Registered
Sub: 110417
Application: 702,631
Registration: 702631
Renewal: 15-Feb-2006
First Use: 15-Feb-1996
Remarks: AMBI INC.

Trademark List

First Use

Renewal

Registration
Number/Date

Application
No./Filing Date

Status

Sub

Case Number

Client Attorney(s)

Trademark Name

WIPE OUT AND DESIGN	SPOR SH	12903	Pending	804,346	AMBI INC. 14-Feb-1996	
Country:	Canada Owner:				Remarks:	
	Classes: 003					
	Goods:					
WIPE OUT AND DESIGN	SPOR SH	12903	Pending	96 619 079	AMBI INC. 02-Apr-1996	
Country:	France Owner:				Remarks:	
	Classes: 003					
	Goods:					
WIPE OUT AND DESIGN	SPOR SH	12903	Registered	2 057 165	2057165	16-Feb-2006
Country:	United Kingdom Owner:				AMBI INC. 16-Feb-1996	16-Feb-1996
	Classes: 003					
	Goods:					
WIPE-OUT & DESIGN	SPOR SH	12903	Pending	75/001,123	AMBI INC. 03-Oct-1995	
Country:	United States of America Owner:				Remarks:	
	Classes: 003					Old Case #: SPOR12903
	Goods: ANTIMICROBIAL PRE-MOISTENED TOWEL.					

SCHEDULE C

to

Intellectual Property Security Agreement

between

AMBI INC.

as Pledgor

and

STATE STREET BANK AND TRUST COMPANY

as Pledgee

Dated as of January 21, 1999

Copyright Registrations

None.

Applications for Copyright Registrations

None.

SCHEDULE D

to

Intellectual Property Security Agreement

between

AMBI INC.

as Pledgor

and

STATE STREET BANK AND TRUST COMPANY

as Pledgee

Dated as of January 21, 1999

Required Consents and Licenses

None.

SCHEDULE E

to

Intellectual Property Security Agreement

between

AMBI INC.

as Pledgor

and

STATE STREET BANK AND TRUST COMPANY

as Pledgee

Dated as of January 21, 1999

Litigation, Claims

None.

SCHEDULE F

to

Intellectual Property Security Agreement

between

AMBI INC.

as Pledgor

and

STATE STREET BANK AND TRUST COMPANY

as Pledgee

Dated as of January 21, 1999

Prior Liens

None.

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