

01-28-2002



To the Honorable Commissioner c

is attached original documents or copy thereof.

101960196

1. Name of conveying party(ies):

Nurture, Inc.

1-16-02

- Individual(s)
- General Partnership
- Corporation - Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached  Yes  No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: November 15, 2001

2. Name and address of receiving party(ies):

Striker Partners I, L.P.  
1325 Morris Dr., Suite 207  
Wayne, PA 19087

- Individual(s) citizenship: \_\_\_\_\_
- Association: \_\_\_\_\_
- General Partnership: \_\_\_\_\_
- Limited Partnership: Pennsylvania
- Corporation: \_\_\_\_\_
- Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & addresses attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s): n/a

B. Trademark Reg. Nos.: 1,591,553 1,814,309 1,864,456  
See attached Exhibit B (Continued)

Additional numbers attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

George A. Frank, Ph. D.  
Drinker Biddle & Reath LLP  
One Logan Square  
18<sup>th</sup> & Cherry Streets  
Philadelphia, PA 19103-6996

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account Number: 50-0573

Attorney Docket No. Nurture

DO NOT USE THIS SPACE

9. 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.

George A. Frank, Reg. No. 27,636  
Name of Person Signing

Signature

November 28, 2001  
Date

Total number of pages including cover sheet, attachments and document: 14

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

01/28/2002 TDIAZ1 00000028 1591553

01 FC:481  
02 FC:482

40.00 DP  
50.00 EF

312248.1

TRADEMARK  
REEL: 002430 FRAME: 0643

## SECURITY AGREEMENT

This Security Agreement (the "Agreement") is made and entered into as of November 15, 2001, between NURTURE, Inc., a Delaware corporation ("Nurture") and Striker Partners I, L.P., a Pennsylvania limited partnership ("Secured Party"), with reference to the following facts:

### RECITALS

A. Nurture is the owner of certain intellectual property interests described on Exhibit ~~B~~ attached hereto (the "Intellectual Property").

B. Secured Party is concurrently with the execution of this Agreement agreeing to make available to Nurture a bridge loan in the principal amount of up to \$125,000.00 (the "Loan") and Nurture is delivering to Secured Party a promissory note (the "Note") dated concurrently with this Agreement, to represent the Loan.

C. Secured Party has conditioned its making of the Loan upon the execution and delivery of this Agreement by Nurture, and Nurture has agreed to execute and deliver this Agreement to Secured Party in consideration for Secured Party's making of the Loan.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Grant of Security Interest. To secure payment of the Note, Nurture hereby grants to Secured Party a present security interest (the "Interest") in all of Nurture's right, title and interest in and to the Intellectual Property and all proceeds and products of the Intellectual Property (collectively with the Intellectual Property, the ~~Collateral~~). The security interest shall give Secured Party a continuing lien in the Collateral until such time as all amounts due and payable under the Note are paid in full .

2. Representations and Covenants. Nurture hereby represents and covenants:

(a) Priority of Lien. Nurture represents and warrants that it is the sole owner of the Collateral and has the legal right to grant to Secured Party a security interest therein, and that except for lien granted in favor of Knobbe, Martens, Olson and Bear (which lien shall be subordinate to the lien granted to Secured Party hereunder), the Collateral is free and clear of all other liens, security interests and encumbrances. In addition, Nurture covenants that it will not sell, assign (by operation of law or otherwise), or otherwise dispose of, or create or suffer to exist any lien, security interest, or other charge or encumbrance upon or with respect to, any of the Collateral.

(b) Financing Statement. That Nurture shall execute and deliver to Secured Party for filing in the appropriate Secretary of State office(s) the Financing Statement - Form UCC-1, attached hereto as Exhibit "A" pursuant to the Uniform Commercial Code and, upon Secured Party's written request, such extensions, renewals and amendments to the Financing Statement to maintain perfection of the security interest granted herein. Nurture shall pay all costs of filing the Financing Statement and any extensions, renewals, amendments and releases thereof. The information included on the attached Financing Statement is accurate in all respects, and, when filed in the appropriate Secretary of State office(s), shall be sufficient to perfect Secured Party's Interest in the Collateral.

(c) Compliance with Law. That Nurture shall comply with all governmental acts, rules, regulations, orders and laws applicable to the Collateral or any part thereof.

(d) Further Acts. That Nurture shall sign any other documents, and do any other acts, which Secured Party reasonably believes necessary or important to perfect its security interest in the Collateral, including, without limitation, (i) deliver physical possession of any documents or certificates evidencing Nurture's ownership in the Collateral, (ii) file with the United States Patent and Trademark Office any documents requested by Secured Party to protect its rights in the Collateral.

3. Default. An event of default as used in this Agreement shall mean and include any ❖ Event of Default❖ as defined in the Note.

4. Remedies. Upon the occurrence of an event of default by Nurture under this Agreement, Secured Party shall have all the rights, options and remedies in the Collateral available to Secured Party under the Pennsylvania Commercial Code as amended or recodified from time to time (the "Code"). Secured Party shall not be deemed to have waived any of said rights upon or under this Security Agreement as to the Collateral unless such waiver be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any such right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. Except as otherwise provided in this Section 4, all rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently and in any order. The proceeds realized upon any disposition of the Collateral, after deduction for any and all expenses incurred by Secured Party in relation to such disposition, including, without limitation, all attorneys' fees and costs, shall be applied in satisfaction of the obligations secured hereby.

5. Termination. Upon satisfaction of the Note, this Agreement shall terminate and Secured Party shall deliver to Nurture appropriate documents to release the Interest and lien on

the Collateral granted under this Agreement and the Financing Statement provided for herein.

6. Notices. Any notices or other communications required or permitted under this Agreement shall be sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, addressed to the parties at the addresses set forth below their respective signatures to this Agreement, or at such other address as the party may notify the other party in writing.

7. Counterparts. This Agreement may be signed in counterparts, which shall together constitute one and the same instrument. This Agreement shall be binding upon the parties and their respective heirs, successors and permitted assignees. If a legal proceeding is instituted to interpret or enforce this Agreement, the prevailing party shall be entitled to recover all costs including reasonable attorneys' fees.


8. Expenses. Without limiting the generality of the last sentences of Section 4 hereof and Section 7 hereof, following the occurrence and during the continuation of an event of default, Nurture will upon demand pay to the Secured Party the amount of any and all reasonable expenses, including the reasonable fees and disbursements of counsel and of any experts and agents, which Secured Party may incur in connection with (i) the custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, or (ii) the exercise or enforcement of any of the rights of the Secured Party.

9. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Nurture, Inc.

By:   
D. Scott Dumler

Address: 5840 Expressway  
Missoula, MT 59808

and

1600 Stout Street, Suite 710  
Denver, CO 80202

Striker Partners I, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Address: 1325 Morris Dr, Suite 207  
Wayne, PA 19087

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Nurture, Inc.

By: \_\_\_\_\_  
D. Scott Dumler  
Address: 5840 Expressway  
Missoula, MT 59808

and

1600 Stout Street, Suite 710  
Denver, CO 80202

*J.S.*

Striker Partners I, L.P.  
By: Striker Investment Group, LP, its General Partner  
By: *[Signature]*  
Name: Daniel R. Spence  
Its: Authorized Signatory  
Address: 1325 Morris Dr, Suite 207  
Wayne, PA 19087

EXHIBIT "A"

FINANCING STATEMENT - FORM UCC-1

TRADEMARK

REEL: 002430 FRAME: 0649

**UCC FINANCING STATEMENT**

**FOLLOW INSTRUCTIONS (front and back) CAREFULLY**

**A. NAME & PHONE OF CONTACT AT FILER (optional)**

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

DAVID D. PARR  
 PALMIERI, TYLER, WIENER, WILHELM & WALDRON LLP  
 2003 MAIN STREET, SUITE 1300  
 IRVINE, CA 92614

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME **NURTURE, INC.**

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**5840 EXPRESSWAY MISSOULA MT 59808 US**

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
**81-0477706 CORPORATION DELAWARE 2299917**  NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME **STRIKER PARTNERS I, L.P.**

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**1326 MORRIS DRIVE, SUITE 207 WAYNE PA 19087 US**

**4. This FINANCING STATEMENT covers the following collateral:**

See attached Exhibit A

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. THIS FINANCING STATEMENT IS TO BE FILED IN THE PUBLIC RECORDS (OR RECORDS) OF THE REAL PROPERTY RECORDS (OPTIONAL)	7. CHECK ONE (SEE INSTRUCTIONS) (OPTIONAL)		SEARCH REPORT (OPTIONAL)	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

File with the Delaware Secretary of State

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)



**EXHIBIT A**

(a) Assignor's patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and including without limitation the patents and patent applications set forth in Exhibit A-1 attached hereto and any corresponding foreign applications based on any of such patents, patent applications and like protections (all of the foregoing tangible and intangible assets shall be referred to collectively herein as the "Assets", and all of the patents, patent applications and like improvements shall be referred to herein as the "Patents"); (b) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property; (c) All licenses or other rights to use any of the Patents and all license fees and royalties arising from such use; (d) All amendments, extensions, renewals and extensions of any of the Patents; and (e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

**EXHIBIT A-1**

**NURTURE, INC. INTELLECTUAL PROPERTY  
ISSUED & PENDING PATENTS; TRADEMARKS**

<u>PATENT #</u>	<u>TITLE</u>	<u>DATE</u>	<u>COUNTRY</u>
1,337,262	Time Release Protein	10/10/95	Canada
619,570	Time Release Protein	6/8/89	Australia
5,023,080	Time Release Protein	6/11/91	U.S.
5,055,300	Time Release Protein	10/8/91	U.S.
5,079,005	Time Release Protein	1/7/92	U.S.
0419563	Time Release Protein	5/7/97	U.K., Germany France, Belgium, Switzerland
2,565,781	Time Release Protein	10/3/96	Japan
5,589,195	Film-Forming Proteinaceous Emulsion	12/31/96	U.S.
2,544,268	Film-Forming Proteinaceous Emulsion	7/25/96	Japan
5,622,690	Seed-Derived Proteinaceous Compositions for Reduction of Sunburn Cell Formation	4/22/97	U.S.
5,620,692	Oat Oil Compositions with Useful Cosmetic and Dermatological Properties	4/15/97	U.S.
5,393,550	Fat Substitute	2/28/95	U.S.
673,435	Fat Substitute	02/26/97	Australia
5,399,350	Proteinaceous Oil Spill Dispersant	3/21/95	U.S.
674,451	Methods Involving Film-Forming Proteinaceous Emulsion (Oil Dispersant)	5/13/97	Australia
0523184	Methods Involving Film-Forming Proteinaceous Emulsion (Oil Dispersant)	12/30/98	U.K., France, Greece, Netherlands
6,001,263	Distiller's Dried Grain as Oil Dispersant	12/14/99	U.S.
711,143	Removal of Undesirables in Liquid or Gas	7/18/95	Australia
6,113,964	Removal of Undesirable Components from a Liquid or Gas with Proteinaceous Oat Material	9/5/00	U.S.
Allowed	Method for Concentrating Beta-Glucan		U.S.

EXHIBIT A-1 (CONTINUED)

**PENDING PATENTS**

EP 693883	Fat Substitute - Europe	Abandon July 00
EP 797390	Removal of Undesirable Components from a Liquid or Gas with Proteinaceous Oat Material	NP*
EP 804145, AU 1397095, CA 2179740, JP 9506063	Oat Oil Compositions with Useful Cosmetic and Dermatological Properties	NP*
09/444214	Polysaccharide compositions and Uses Thereof	U.S.
PCTUS00/03886	Polysaccharide compositions and Uses Thereof	NP*
Recently filed	Method for Concentrating Beta-Glucan Film	U.S.

\* National Phase filings pending in various countries.

**TRADEMARKS**

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520,259	Nurture	9/29/89	Australia
410,993	Nurture	9/28/89	Canada
1,185,648	Nurture	9/3/92	W. Germany
2,531,246	Nurture	4/28/93	Japan
376,236	Nurture	9/29/89	Switzerland
2,098,829	Microat	11/3/95	Germany
446,429	Microat	8/25/95	Canada
93/467141	Microat	5/5/93	France
1,534,557	Microat	5/5/93	UK
292,755	Microat	5/10/93	South Korea
411,971	Microat	5/6/93	Switzerland
1,814,309	Microat	11/6/92	U.S.A.
3,128,545	Microat	3/29/96	Japan
1,864,456	Microat	11/29/94	U.S.A.
93/494881	The Green Chemistry Company	12/2/93	France
	The Green Chemistry Company		

**EXHIBIT "B"**  
**INTELLECTUAL PROPERTY RIGHTS**

[attached]

**EXHIBIT B**

**NURTURE, INC. INTELLECTUAL PROPERTY  
ISSUED & PENDING PATENTS; TRADEMARKS**

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Allowed	Method for Concentrating Beta-Glucan		U.S.

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