

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANITOX CORP.		01/10/2007	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	GLADSTONE CAPITAL CORPORATION		
Street Address:	1521 Westbranch Road		
Internal Address:	Suite 200		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1258064	ANITOX	
Registration Number:	2862191	FUNGEX	
Registration Number:	2741774	SALMEX	
Registration Number:	2760757	SALMEX	
Registration Number:	2026552	TERMIN-8	
CORRESPONDENCE DATA			
Fax Number:	(650)849-7400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6508435381		
Email:	dsanchezbentz@cooley.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	Cooley Godward Kronish LLP		
Address Line 2:	5 Palo Alto Square, 3000 El Camino Real		
Address Line 4:	Palo Alto, CALIFORNIA 94306		

CH \$140.00 1258064

ATTORNEY DOCKET NUMBER:	300475-186
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb 4232/
Date:	01/23/2007

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 10, 2007 by and between ANITOX CORP., a Texas corporation (the “Grantor”), and GLADSTONE CAPITAL CORPORATION, a Maryland corporation (the “Buyer”).

RECITALS

A. Buyer has agreed to purchase certain securities (the “Investment”) from ANITOX ACQUISITION COMPANY, a Georgia corporation (the “Initial Seller”) which will be merged with and into ANITOX HOLDING, INC., a Georgia corporation (the “Target”; the Target and Initial Seller are referred to herein as the “Seller”) pursuant to that certain Securities Purchase Agreement by and between Buyer and Seller dated of even date herewith (as the same may be amended, modified or supplemented from time to time the “Securities Purchase Agreement”). Capitalized terms used herein are used as defined in the Securities Purchase Agreement.

B. Buyer is willing to purchase such securities from Seller, but only upon the condition, among others, that Grantor, a wholly-owned subsidiary of Seller, shall grant to Buyer security interests in Grantor’s Intellectual Property to secure the Obligations.

C. Pursuant to the terms of the Security Agreement entered into by Grantor on the date hereof (the “Security Agreement”), Grantor has granted to Buyer a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation, the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Buyer a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those registered copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

The security interests are granted in conjunction with the security interests granted to Buyer under the Security Agreement. The rights and remedies of Buyer with respect to the security interests granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to Buyer as a matter of law or equity. Each right, power and remedy of Buyer provided for herein or in the Security Agreement or any of the Investment Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or

remedy provided for herein and the exercise by Buyer of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Buyer, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection to which it has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor hereby acknowledges and agrees that Buyer may, from time to time and without notice to Grantor, amend Exhibits A, B and C hereto to reflect changes in Grantor's right, title and interest in, to and under any copyrights, patents and trademarks; *provided* that Grantor acknowledges and agrees that Buyer's failure to so amend such Exhibits shall not limit or impair Buyer's security interest in any Intellectual Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ANTOX CORP., a Texas corporation

By: 

Name: L. Joseph Lee, Jr.

Title: Vice President and Secretary

BUYER:

GLADSTONE CAPITAL CORPORATION

By: _____

Name: John W. Freal

Title: Managing Director

Address: 1521 Westbranch Road

Suite 200

McLean, VA 22102

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK

REEL: 003466 FRAME: 0994

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ANITOX CORP., a Texas corporation

By: _____
Name: _____
Title: _____

BUYER:

GLADSTONE CAPITAL CORPORATION


By:  _____
Name: John W. Freal
Title: Managing Director
Address: 1521 Westbranch Road
Suite 200
McLean, VA 22102

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

No.	Title	Reg./Appl. No.	Reg./ Appl. Date	Owner
1.	Anti-bacterial amine derivatives	5965188	10/12/99	Anitox Corp.
2.	Contamination-resistant animal feedstuffs	5505976	04/09/96	Anitox Corp.
3.	Contamination-resistant animal feedstuffs	5591467	01/07/97	Anitox Corp.
4.	Enhancing immune response in animals	6379676	04/30/02	Anitox Corp.
5.	Method for improving body weight gain and feed conversion efficiency in animals	10163093	06/06/02	Anitox Corp.
6.	Passively administered antibody that enhances feed conversion efficiency	5741489	04/21/98	Anitox Corp.
7.	Pathogen inhibitor for animal feeds	5547987	08/20/96	Anitox Corp.
8.	pH-indicating material and cat litter containing same	5267532	12/07/93	Anitox Corp.
9.	Weight control using an anti-lapse antibody	09226597	01/07/99	Anitox Corp.

EXHIBIT C
TRADEMARKS

No.	Mark	Reg. No.	Reg. Date	Exp Date	Owner
1.	ANITOX	1258064	11/22/83	11/22/13	Anitox Corporation
2.	FUNGEX	2862191	07/13/04	7/13/14	Anitox Corporation
3.	SALMEX	2741774	07/29/03	7/29/13	Anitox Corporation
4.	SALMEX	2760757	09/09/03	9/9/13	Anitox Corporation
5.	TERMIN-8	2026552	12/31/96	12/31/16	Anitox Corporation