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To the Director of the U. S. Patent and Tr.

Documents or the new address(es) below.

**1. Name of conveying party(ies):**

Nuture Investment, LP

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 10/27/2006

- Assignment
- Security Agreement
- Other termination of security interest
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Nuture, Inc. (n/k/a Oatassets, Inc.)

Internal

Address: \_\_\_\_\_

Street Address: 28 South Waterloo Road

City: Devon

State: PA

Country: U.S.A. Zip: 19333

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
1591553

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

"Nuture"

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

Name: Barry L. Fischer

Internal Address: FagelHaber LLC

Street Address: 55 East Monroe Street, 40th Floor

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-346-7500

Fax Number: 312-782-1998

Email Address: bfischer@fagelhaber.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account previously submitted with Doc ID #
- Enclosed 103367938

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Robert A. Lucas*

Signature

2/12/07

Date

Robert A. Lucas

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of Item #1 on Recordation Form Cover Sheet:

Additional Conveying Party:

Striker Partners I, LP, a limited partnership

01/31/2007  
103367938

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2007 JAN 30 PM 12:38

1-30-07

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

FINANCE SECTION

**1. Name of conveying party(ies):**  
 NURTURE INVESTMENT, LP  
 c/o Striker Partners I, LP  
 3811 West Chester Pike, Building 2, Suite 150  
 Newtown Square, PA 19073

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name: \_\_\_\_\_  
 Internal Address: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) CLOSING

Assignment       Merger  
 Security Agreement       Change of Name  
 Other TERMINATION OF INTEREST

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
SEE ATTACHED

B. Trademark Registration No.(s)  
SEE ATTACHED

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Street Address: 55 E. Monroe Street  
40th Floor

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State: IL Zip: 60603

Phone Number: 312/346-7500  
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 Authorized to be charged to deposit account  
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a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:** *Barry L. Fischer*      10/27/06  
 \_\_\_\_\_      Signature      Date

R. SPENCE  
 \_\_\_\_\_      Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

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**NURTURE, INC.**

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**Debtor: Nurture, Inc.**

**Nurture, Inc. United States Trademarks Security Agreement**

Mark/Owner	Filing Date	Serial No.	Registration Number	Registration Date	Assignment States	Status
NURTURE NURTURE, INC. (DELAWARE CORPORATION)	March 31, 1989	73-790315	1591553	April 17, 1990	SECURITY AGREEMENT Assignee: STRIKER PARTNERS I, L.P., NURTURE INVESTMENT, LP, GENERAL MILLS, INC.	RENEWED

## SIDE AGREEMENT

This SIDE AGREEMENT (the "Agreement"), dated as of October 27, 2006, is by and between GTC Oats, Inc., a Delaware corporation with an address at 5 Westbrook Corporate Center, Westchester, IL 60154 (the "Purchaser"), and General Mills, Incorporated, a Delaware corporation with an address at #1 General Mills Blvd. Minneapolis, MN 55426 ("Shareholder").

WHEREAS, Purchaser and Nurture, Inc. a Delaware corporation ("Seller") have entered into that certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"), pursuant to which Purchaser is purchasing from Seller certain assets related to the Seller's business of manufacturing, marketing, and sale of grain based ingredient extracts and concentrates derived from oats and used in products directed to the food, nutrition, personal care and industrial markets and all related products (the "Business").

WHEREAS, Shareholder is a significant shareholder of Seller, will receive substantial benefit from the transactions contemplated by the Asset Purchase Agreement, and has intimate knowledge of the affairs and operations of Seller.

WHEREAS, A condition for Purchaser's entry into and consummation of the transactions contemplated by the Asset Purchase Agreement is for Shareholder to enter into this Agreement in order to make the agreements set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

Section 1. Trade Secrets. Shareholder shall not use or disclose any of the confidential information, technology, trade secrets, know-how, inventions, processes, formulae, algorithms, source code, modes, methodologies and research and development records and reports, and any documentation related to the foregoing of Seller being sold to Purchaser pursuant to the terms of the Asset Purchase Agreement ("Trade Secrets") for any purpose whatsoever, provided that the prohibitions contained in this Section 1 shall not apply to any use or disclosure of Trade Secrets if such information is at the time it is used or disclosed a part of the public domain other than through the Seller's, the Shareholder's or another shareholder of Seller's act or omission.

Section 2. Proprietary Information. Shareholder shall not, and shall not permit any of its respective affiliates to, disclose or make use of, and shall use its best efforts to cause all of its affiliates not to disclose or make use of, any knowledge, information or documents of a confidential nature or not generally known to the public with respect to assets being acquired by Purchaser pursuant to the Asset Purchase Agreement (the "Acquired Assets"), the Business or the Purchaser or its business (including, without limitation, the financial information, technical information or data

relating to the Seller's products or customers), except to the extent that such knowledge, information or documents shall have become public knowledge other than through improper disclosure by the Shareholder, the Seller, any other shareholder of Seller or any of their respective affiliates. Shareholder shall enforce, for the benefit of the Purchaser, all confidentiality, invention assignments and similar agreements between Shareholder and any other party relating to the Acquired Assets or the Business not included in the Acquired Assets.

Section 3. General Mills Agreement. Shareholder acknowledges that Seller and Shareholder are a party to a Business Development, Licensing & Market Distribution Agreement dated January 28, 2002, as amended by that certain First Amendment to Business Development, Licensing & Market Distribution Agreement dated February 28, 2003 (as amended, the "BDLMDA"), which grants Shareholder certain rights to Technology and Improvements (each as defined in the BDLMDA) which make up a portion of the Acquired Assets. Shareholder agrees that it shall hereinafter have no rights to any intellectual property which are part of the Acquired Assets (including, without limitation, rights to patents, trade secrets or software being transferred under the Asset Purchase Agreement to Purchaser) by virtue of the BDLMDA or otherwise (including, without limitation, any predecessor agreement). In furtherance of the foregoing, Shareholder agrees that Sections C.1.d, C.3, D.1, D.5, E, F.1 through F.5, inclusive, G, H.1, H.3, H.4 and I of the BDLMDA shall be deemed terminated effective as of the date hereof. Shareholder hereby grants Purchaser a fully-paid non-exclusive perpetual license with the right to grant sublicenses with respect to any Improvement (as defined in the BDLMDA) made to the production process for Product (as defined in the BDLMDA) possessed by Shareholder.

Section 4. Creditor Claims. Shareholder acknowledges Seller has agreed with Purchaser that Seller shall use a portion of the purchase price under the Asset Purchase Agreement to pay off or otherwise settle in full all outstanding claims of creditors of Seller (other than Shareholder, Nurture Investment, LP, and their respective affiliates) prior to Seller making any payment by Seller (whether via dividend, repayment of debt, redemption of equity or otherwise) to Shareholder, Nurture Investment, LP, and their respective affiliates (a "Restricted Payment"). The Shareholder agrees not to accept any Restricted Payment from Seller (and to cause Seller not to make such Restricted Payment) until all such payments to creditors are made by Seller, *provided, however*, that Seller may make and Shareholder may accept a Restricted Payment once the then aggregate amount of all outstanding claims due to creditors of Seller (other than the Shareholder, Nurture Investment, LP or Hauser, Inc. ("Hauser")) and without regard to any discount (the "Remaining Creditor Amount") is less than fifty thousand dollars (\$50,000), so long as Seller retains at least the Remaining Creditor Amount in cash (which amount shall be, if a Restricted Payment is made prior to the sixtieth day following the date of this Agreement, at least fifty thousand dollars (\$50,000)) as a reserve for the payment of claims composing the Remaining Creditor Amount (which reserve shall only be distributed through a Restricted Payment once all claims of creditors of Seller are satisfied in full), and the Shareholder shall certify to Purchaser in writing to its compliance and the compliance by Seller with the provisions of this Section 4.

Section 5. Release. Shareholder releases all interests, including, without limitation, all Encumbrances (as defined herein) it may have with respect to the Acquired Assets. Shareholder in its own right, and for all of its affiliates, privities, corporate parents, subsidiaries, officers and directors, do hereby release, discharge and demise any and all claims, controversies, actions, suits, causes of action, promises, demands, debts, damages, agreements, obligations, judgments and liabilities of any nature whatsoever at law or in equity, past or present, whether or not now or hereafter known, suspected or claimed which either have or could have against Purchaser, and its directors, officers, employees, agents, parents, subsidiaries, affiliates, successors, assigns and other related parties (the "Purchaser Parties") with respect to the transactions contemplated by the Asset Purchase Agreement, including but not limited to the adequacy of the purchase price payable under said Asset Purchase Agreement, the operation of the Acquired Assets after the closing of the transaction, the resultant failure or inability of Seller to pay or be able to pay any of its debts owed to Shareholder from the consideration payable under the Asset Purchase Agreement, the employment or failure to employ any current or past employees of Seller, and all other rights or apparent rights to maintain any action at law or in equity against Purchaser associated with the Asset Purchase Agreement or the consummation of the transactions contemplated thereby.

Section 6. Further Assurances. From time to time Shareholder shall, and shall cause their respective affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and such other instruments, and shall take such further actions, as may be necessary or appropriate to assure fully to the Purchaser, and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to the Purchaser under the Asset Purchase Agreement, including, without limitation, providing the release of any liens, pledges, charges, claims, security interests or other encumbrance, charge, mortgage, deed of trust or restriction on transfer of any type whatsoever ("Encumbrance") with respect to the Acquired Assets.

Section 7. Indemnification. The Shareholder shall indemnify and hold harmless the Purchaser Parties from and against any and all loss, liability, obligation, Encumbrance, damage, cost and expense (including legal and accounting fees incurred in investigating, defending or prosecuting any claim for any such loss, liability, obligation, lien, encumbrance, damage, cost and expense) ("Damages") as a result of or arising out of (i) a breach of any representation, warranty, covenant or agreement on the part of Shareholder set forth in this Agreement, (ii) any claim or assertion made against Purchaser Parties or the Acquired Assets with respect to or in connection with any claim made by Hauser, or (iii) the cost to remove any Encumbrance held by Hauser (or its successor) on or after November 20, 2006. In the case of any Damages arising from an assertion of liability by a third party, Purchaser shall have the right to undertake the defense of any such claim, *provided, however*, Shareholder shall have the right to undertake the defense of any claim with respect to matters described in clauses (ii) or (iii) in the prior sentence until February 20, 2007. Shareholder shall be obligated to indemnify the Purchaser Parties with respect to Shareholder's covenants under Section 4

of this Agreement only for claims giving rise to Damages to which the Purchaser Parties have provided Shareholder with written notice thereof prior to the 90th day following the expiration of the period described in Section 282(b) of the Delaware General Corporation Act, absent fraud or willful misconduct.

Section 8. Specific Performance. The parties hereto agree that if any of the provisions of Sections 1, 2 or 3 of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and Damages would be difficult to determine, and that the parties shall be entitled to specific performance of the terms hereof and immediate injunctive relief, without the necessity of proving the inadequacy of money Damages as a remedy and without the necessity of posting any bond or other security, in addition to any other remedy at law or equity.

Section 9. Representation and Warranties. Shareholder represents and warrants that this Agreement has been duly and validly executed and delivered by the Shareholder and constitutes a valid and binding agreement of Shareholder, enforceable against the Shareholder in accordance with its terms.

Section 10. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the rules of conflict of laws of the State of Delaware or any other jurisdiction that would require the application of any other jurisdiction's laws) as to all matters, including matters of validity, construction, effect, performance and remedies. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall be brought exclusively in the state or federal courts in Chicago, Illinois and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address set forth or referred to in the Preamble to this Agreement, such service to become effective ten (10) days after such mailing.

Section 11. Conditioned upon Closing of the Asset Purchase Agreement. The representations, warranties and covenants contained in this Agreement shall be conditioned upon the closing of the transactions set forth in the Asset Purchase Agreement (the "Closing"), and the representations, warranties and covenants contained in this Agreement shall consummate as of the Closing. Should the Asset Purchase Agreement terminate without a Closing, this Agreement shall terminate and be void *ab initio*.

Section 12. General. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be amended, modified and supplemented only by a written instrument signed by all of the parties hereto (or their permitted assignees)

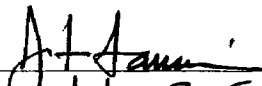


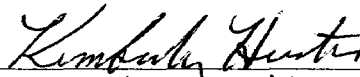
expressly stating that such instrument is intended to amend, modify or supplement this Agreement. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other party. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable. The Shareholder may not assign this Agreement without the prior written consent of Purchaser. Any purported assignment in violation of this section shall be void.

[signatures set forth on the following page]

IN WITNESS WHEREOF, the Purchaser and the Shareholder have caused this Agreement to be executed on their behalf by their officers thereunto duly authorized, as of the date first above written.

GTC OATS, INC.

By:   
Name: John F. Saucier  
Title: Chairman & CEO

And By:   
Name: Kimberly Hunter  
Title: Vice President

GENERAL MILLS, INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

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GTC OATS, INC.

By: \_\_\_\_\_

Name:

Title:

And By: \_\_\_\_\_

Name:

Title:

GENERAL MILLS, INCORPORATED

By: David Van Benschoten

Name: David Van Benschoten

Title: Vice President

TRADEMARK

REEL: 003484 FRAME: 0247

01/31/2007  
103367938

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LY

2007 JAN 30 PM 12:38

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

FINANCE SECTION

1-30-07

1. Name of conveying party(ies):

NURTURE INVESTMENT, LP  
c/o Striker Partners I, LP  
3811 West Chester Pike, Building 2, Suite 150  
Newtown Square, PA 19073

- Individual(s)
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- Corporation- State: \_\_\_\_\_
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- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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Additional names, addresses, or citizenship attached?  Yes  No

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

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Authorized User Name \_\_\_\_\_

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*[Handwritten Signature]*  
Signature

10/27/06  
Date

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**NURTURE, INC.**

**UCC Lien Search Index**

**Debtor: Nurture, Inc.**

**Nurture, Inc. United States Trademarks Security Agreement**

Mark/Owner	Filing Date	Serial No.	Registration Number	Registration Date	Assignment States	Status
NURTURE NURTURE, INC. (DELAWARE CORPORATION)	March 31, 1989	73-790315	1591553	April 17, 1990	SECURITY AGREEMENT Assignee: STRIKER PARTNERS I, L.P., NURTURE INVESTMENT, LP, GENERAL MILLS, INC.	RENEWED