

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
North American Nutrition Companies, Inc.		11/12/2007	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	ABN Amro Bank N.V.
<b>Street Address:</b>	250 Bishopsgate
<b>Internal Address:</b>	attn: Mathias Kocher
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2M 4AA, UK
<b>Entity Type:</b>	CORPORATION: NETHERLANDS

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	2121762	4-SURE
Registration Number:	2096704	A
Registration Number:	1870739	A PIG 1300
Registration Number:	1870740	A PIG 2000
Registration Number:	1886246	A PIG 3000
Registration Number:	2222183	AKEY
Registration Number:	2233372	AMP
Registration Number:	2625016	ANIMAL NUTRITION AT ITS BEST
Registration Number:	2752875	ANTLER ADVANTAGE
Registration Number:	2736331	CRITICAL CARE
Registration Number:	3041069	DEFINITION
Registration Number:	1678247	EZ-SCOOP
Registration Number:	1491700	FESCUE BALANCER

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Registration Number:	2824038	LACTO EDGE
Registration Number:	2790543	NTS
Registration Number:	1458613	PACER
Registration Number:	1850161	PLUS LEAN
Registration Number:	2752423	SUNGLO
Registration Number:	3011382	SUNGLO FEEDS
Registration Number:	1801326	TRIPLE V BRAND
Registration Number:	1165167	
Registration Number:	1213773	VELVET
Registration Number:	2631906	VIGORSILE
Registration Number:	1122948	VIGORTONE
Serial Number:	77083774	EQUITY
Serial Number:	77083710	FLOURISH
Serial Number:	77083750	NOURISH
Serial Number:	77084611	NUTRITION FACTOR NF
Serial Number:	77083789	NUTRITION FACTOR
Serial Number:	77083683	NF NUTRITION FACTORS
Serial Number:	77083525	NUTRITION FACTORS
Serial Number:	77083494	NUTRITION HORIZONS
Serial Number:	77083438	NUTRITION HORIZONS

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8002210770  
Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: CSC # 327550

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	11/30/2007
<b>Total Attachments: 7</b> source=northam_abnamro_tm34#page2.tif source=northam_abnamro_tm34#page3.tif source=northam_abnamro_tm34#page4.tif source=northam_abnamro_tm34#page5.tif source=northam_abnamro_tm34#page6.tif source=northam_abnamro_tm34#page7.tif source=northam_abnamro_tm34#page8.tif	

## Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of November 12, 2007, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of ABN AMRO Bank, N.V., as Security Trustee (the "**Security Trustee**") for the Secured Parties (as defined in each of the Senior Facilities Agreement referred to below).

**WHEREAS**, Nutrilux s.à r.l, a company organized under the laws of Luxembourg (the "**Parent**"), and certain other borrowers and guarantors (including the Grantors) have entered into a Senior Facilities Agreement dated 11 April 2007 as amended and restated by amendment and restatement agreements dated 4 June 2007 and 12 July 2007 (said Agreement, as it may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Senior Facilities Agreement**") with the ABN AMRO Bank N.V as a mandated lead arranger, as the agent, as the issuing bank, as the original liquidity provider and as security trustee on behalf of the Secured Parties (as defined therein) and the other financial institutions party thereto.

**WHEREAS**, The Parent and certain other obligors party thereto have entered into an Intercreditor Agreement dated 11 April 2007 as amended and restated by an amendment and restatement agreement dated 12 July 2007 (said Agreement, as it may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Intercreditor Agreement**") with the Security Trustee, as agent and as security trustee and the Lenders and Hedge Counterparties (each as defined therein).

**WHEREAS**, the Grantors have entered into a Security Agreement dated as of November 12, 2007 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

**WHEREAS**, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Trustee for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Grant of Security**

Each Grantor hereby grants to the Security Trustee for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- 1.1 all United States patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "**IP Security Agreement Supplement**"), executed and delivered by such Grantor to the Security Trustee from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");
- 1.2 all United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Trustee from time to time) (the "**Trademarks**");
- 1.3 all copyrights, United States copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Trustee from time to time) (the "**Copyrights**");
- 1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 any and all proceeds of the foregoing.

**2. Recordation**

Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

**3. Execution in Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**4. Grants, Rights and Remedies**

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

5. **Governing Law**

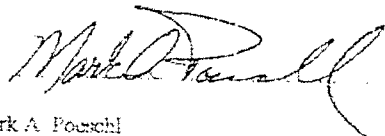
This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written

NORTH AMERICAN NUTRITION COMPANIES, INC.

By:



Name: Mark A. Poeschl

Title: President

Address:

6531 State Route 503  
Lewisburg, OH 45338

Email Address: [mpoeschl@nanutrition.com](mailto:mpoeschl@nanutrition.com)

**SCHEDULE A**

**PATENT REGISTRATIONS**

<b>Grantor</b>	<b>Patents</b>	<b>Applic. No. or Registration No.</b>
<b>North American Nutrition Companies, Inc.</b>	Critical Care for Neonatal Calves <sup>1</sup>	10702406

<sup>1</sup> Registration Pending



**SCHEDULE B**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>
<b>North American Nutrition Companies, Inc.</b>	4-SURE	75/227,737	2,121,762
	A (and Design)	75/061,786	2,096,704
	A PIG 1300 (and Design)	74/331,751	1,870,739
	A PIG 2000 (and Design)	74/331,762	1,870,740
	A PIG 3000 (and Design)	74/507,610	1,886,246
	AKEY (US)	75/234,696	2,222,183
	AMP (and Design)	75/296,873	2,233,372
	ANIMAL NUTRITION AT ITS BEST	78/044,840	2,625,016
	ANTLER ADVANTAGE	78/074,308	2,752,875
	CRITICAL CARE	76/436,744	2,736,331
	DEFINITION	78/162,494	3,041,069
	EQUITY <sup>1</sup>	77/083,774	
	EZ-SCOOP	74/135,175	1,678,247
	FESCUE BALANCER	73/618,433	1,491,700
	FLOURISH <sup>1</sup>	77/083,710	
	IGP 5/10 <sup>1</sup>		
	LACTO EDGE	78/101,750	2,824,038
	NOURISH <sup>1</sup>	77/083,750	
	NTS	76/432,669	2,790,543
	NUTRITION FACTOR (and Design) <sup>1</sup>	77/084,611	
	NUTRITION FACTOR <sup>1</sup>	77/083,789	
	NUTRITION FACTORS (and Design) <sup>1</sup>	77/083,683	
	NUTRITION FACTORS <sup>1</sup>	77/083,525	
	NUTRITION HORIZONS (and Design) <sup>1</sup>	77/083,494	
	NUTRITION HORIZONS <sup>1</sup>	77/083,438	
	PACER	73/649,995	1,458,613
	PLUS LEAN	74/350,246	1,850,161
	SUNGLO	76/441,662	2,752,423
	SUNGLO FEEDS (and Design)	78/482,631	3,011,382
	TRIPLE V BRAND	74/262,738	1,801,326
	TRIPLE V DESIGN (US)	73/235,721	1,165,167
VELVET	73/322,934	1,213,773	
VIGORSILE	78/082,932	2,631,906	
VIGORTONE (US)	73/187,970	1,122,948	

<sup>1</sup> Registration Pending

**Grantor**

**Registered Domain Name**

North American Nutrition Companies, Inc.

akey.com  
 maximumadvantage.info  
 nanutrition.com  
 nutritionhorizons.net  
 nutritionhorizonsusa.com  
 scanutrition-usa.com  
 sunglofeeds.com  
 vigortone.com

**SCHEDULE C**

**COPYRIGHT REGISTRATIONS**

<b>Grantor</b>	<b>Copyrights</b>	<b>Country</b>	<b>Title</b>	<b>Reg. No.</b>	<b>Publication Date</b>	<b>Registration Date</b>
North American Nutrition Companies, Inc.	Ratite Datsync: Management Plus	US	Ratite Datsync: Management Plus	TX4236359	October 7, 1995	April 1, 1996