

03-17-2008



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

3-14-08

1. Name of conveying party(ies):

PHYTEX, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other Maine limited liability company

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

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

Execution Date(s) February 7, 2008

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, NA as Administrative Agent

Internal

Address: Floor 4

Street Address: 1 East Ohio Street

City: Indianapolis

State: Indiana

Country: US

Zip: 46277

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship US

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(s)

A. Trademark Application No.(s)
78/934,111

B. Trademark Registration No.(s)
3,101,428; 3,140,120

Additional sheet(s) attached? Yes No

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

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

Name: Alastair J. Warr

Internal Address: Krieg DeVault LLP

Suite 2800

Street Address: One Indiana Square

City: Indianapolis

State: Indiana Zip: 46204-2079

Phone Number: (317) 238-6248

Fax Number: (317) 636-1507

Email Address: ipdocketing@kdlegal.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1054
Expiration Date 04/09

b. Deposit Account Number
03/14/2008 DBYRNE 00000060 78934111
Authorized User Name _____

9. Signature:

Signature

Alastair J. Warr

Name of Person Signing

February 26, 2008
Date

Total number of pages including cover sheet, attachments, and document: 20

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 7, 2008, between **PHYTEX, LLC**, a Maine limited liability company ("Grantor"), and **JPMORGAN CHASE BANK, N.A.**, as administrative agent for the lenders party to the Credit Agreement referred to below, a national banking association (the "Agent").

JBS UNITED, INC., an Indiana corporation ("Debtor"), the Agent and the Lenders are entering into a Credit Agreement dated as even date herewith (as it may be amended or modified from time to time, the "Credit Agreement"). The Grantor is entering into this Intellectual Property Security Agreement (as it may be amended or modified from time to time, the "Agreement") in order to induce the Lenders to enter into and extend credit to the Debtor under the Credit Agreement.

ACCORDINGLY, the Grantor and the Agent, on behalf of the Lenders, hereby agree as follows:

Section 1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Excluded Property" means all rights of Grantor, now owned or hereafter acquired, in (i) the licenses granted pursuant to that Exclusive License Agreement effective September 1, 2001, between Grantor and Cornell Research Foundation, Inc., as amended by that Amendment dated November 29, 2005 and as the same may be further amended from time to time, (ii) those certain patents registered in the name of Grantor and Cornell Research Foundation, Inc. or any future patent applications or patents registered in the name of Grantor and Cornell Research Foundation, Inc. or (iii) any claims for damages by way of any past, present or future infringement of any of the foregoing.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Indiana.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Grantor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

Section 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby assigns, transfers and conveys to Agent, and grants to Agent a security interest in and mortgage to, all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Grant of Security Interest in Proceeds of Excluded Property. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Collateral shall not include any Excluded Property, provided however, that the Collateral shall include all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of the Grantor or proceeds of the Grantor from the permitted sale or other disposition of all or any part of, or rights in, the Excluded Property by or on behalf of the Grantor ("Rights to Payment"). Notwithstanding the foregoing, to the extent it is necessary under applicable law in any bankruptcy or insolvency proceeding involving the Grantor for the Administrative Agent (on behalf of itself and Lenders) to have a security interest in the underlying Excluded Property in order for the Agent to have (i) a security interest in the Rights to Payment and (ii) a security interest in any payments with respect to Rights to Payment that are received after the commencement of such bankruptcy or insolvency proceeding, then the Collateral shall automatically, and effective as of the date hereof, include the Excluded Property to the extent necessary to permit attachment and perfection of the Agent's security interest (on behalf of itself and Lenders) in the Rights to Payment and any payments in respect thereof that are received after the commencement of any bankruptcy or insolvency proceeding. The Agent hereby agrees on behalf of itself and the Lenders that, if the Agent obtains a security interest in the Excluded Property pursuant to the immediately preceding sentence, the Agent will not exercise any remedies (under the UCC or otherwise) with respect to the Excluded Property (other than remedies with respect to Rights to Payment or any other proceeds of the Excluded Property).

(c) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

Section 3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to Agent under the Credit Agreement or other security documents referred to therein. The rights and remedies of Agent with respect to the security interests granted herein

are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

Section 4. Representations and Warranties. Grantor represents and warrants to Agent that a true and correct list of all of the existing Collateral consisting of patents and patent applications or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

Section 5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Agent may record this Agreement, an abstract thereof, or any other document describing Agent's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Agent. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall immediately notify Agent in a writing signed by the Grantor of the brief details thereof and grant to the Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Agent.

Section 6. Authorization to Supplement. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Agent unilaterally to modify this Agreement by amending Schedule A to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

Section 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Agent and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

Section 8. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Indiana, but giving effect to federal laws applicable to national banks.

Section 9. Entire Agreement. This Agreement embodies the entire agreement and understanding between the Grantor and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantor and the Agent relating to the Collateral.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile

shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

Section 11. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the secured Obligations have been indefeasibly paid and performed in full and no commitments of the Agent or the Lenders which would give rise to any secured Obligations are outstanding.

Section 12. No Inconsistent Requirements. Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

Section 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

Section 14. Notices. Any notice required or permitted to be given under this Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in Section 9.01 of the Credit Agreement.

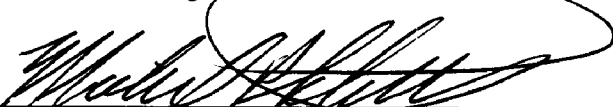
Section 15. Administrative Agent. JPMorgan Chase Bank, N.A. has been appointed administrative agent for the Lenders hereunder pursuant to Article VIII of the Credit Agreement. It is expressly understood and agreed by the parties to this Agreement that any authority conferred upon the Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Agent pursuant to the Credit Agreement, and that the Agent has agreed to act (and any successor administrative agent shall act) as such hereunder only on the express conditions contained in such Article VIII. Any successor administrative agent appointed pursuant to Article VIII of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

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

PHYTEX, LLC

By: 
John M. Corbett, Secretary

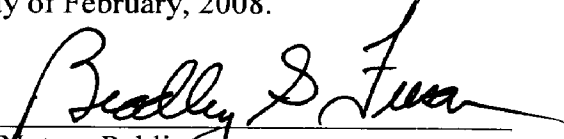
JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Michael P. Schweickert, Senior Banker

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared John M. Corbett, the Secretary of PHYTEX, LLC, a Maine limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as such officer.

WITNESS my hand and Notarial Seal this 6th day of February, 2008.


Notary Public

Notary Public (Printed)

My County of Residence:

My Commission Expires:



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Trademark interests held by Phytex, LLC

SCHEDULE A 1.1

Interests in the United States

Trademark Name	App. Number	Reg. Number	Trademark Status	File Date	Reg. Date	Category
OPTIPHOS	78/137164	3101428	Registered	10-Jun-2002	06-Jun-2006	GOODS: feed supplements for livestock
OPTIPHOS and Design	78/486501	3140120	Registered	20-Sep-2004	05-Sep-2006	GOODS: feed supplements for livestock
OPTIPHOS PF	78/934111		Published	20-Jul-2006		GOODS: feed supplements for livestock

Interests in other countries

Country	Trademark Name	App. Number	Reg. Number	Trademark Status	File Date	Reg. Date	Category
Argentina	OPTIPHOS PF	2708295		Published	17-Oct-2006		GOODS: feed supplements for livestock
Argentina	OPTIPHOS	2745058		Published	11-May-2007		GOODS: feed supplements for livestock
Bolivia	OPTIPHOS	SM-1925		Filed	24-May-2007		GOODS: feed supplements for livestock
Bolivia	OPTIPHOS PF	SM-1926		Filed	24-May-2007		GOODS: feed supplements for livestock
Brazil	ECOPHOS	825172039		Published	18-Dec-2002		GOODS: feed supplements for livestock
Brazil	OPTIPHOS	826276660		Published	27-Feb-2004		GOODS: feed supplements for livestock
Brazil	OPTIPHOS and Design	827049617		Published	06-Jan-2005		GOODS: feed supplements for livestock
Brazil	OPTIPHOS PF	828948160		Filed	19-Jan-2007		GOODS: feed supplements for livestock
Canada	ECOPHOS	1161277		Published	05-Dec-2002		GOODS: feed supplements for livestock
Canada	OPTIPHOS	1207242		Filed	23-Feb-2004		GOODS: feed supplements for livestock

Country	Trademark Name	App. Number	Reg. Number	Trademark Status	File Date	Reg. Date	Category
Canada	OPTIPHOS and Design	1239090		Filed	30-Nov-2004		GOODS: feed supplements for livestock
Chile	OPTIPHOS PF	759.387	791437	Registered	19-Jan-2007	04-Jul-2007	GOODS: feed supplements for livestock
Chile	OPTIPHOS	773747	800747	Registered	16-May-2007	09-Nov-2007	GOODS: feed supplements for livestock
China (Peoples Republic)	ECOPHOS	3406060	3406060	Registered	16-Dec-2002	14-Mar-2004	GOODS: additives for fodder, not for medical purposes
China (Peoples Republic)	OPTIPHOS	3931959	3931959	Registered	27-Feb-2004	07-Dec-2005	GOODS: additives for fodder, not for medical purposes
China (Peoples Republic)	OPTIPHOS and Design	4396188		Published	03-Dec-2004		GOODS: feed supplements for livestock
China (Peoples Republic)	OPTIPHOS PF	5706030		Filed	06-Nov-2006		GOODS: additives to fodder, not for medical purposes
Colombia	OPTIPHOS	678804		Published	09-Jul-2007		GOODS: feed supplements for livestock
Colombia	OPTIPHOS PF	679169		Published	09-Jul-2007		GOODS: feed supplements for livestock
Costa Rica	OPTIPHOS PF	2006-9345		Published	03-Oct-2006		GOODS: feed supplements for livestock
Costa Rica	OPTIPHOS	2007-9315		Filed	19-Jun-2007		GOODS: feed supplements for livestock
Dominican Republic	OPTIPHOS PF	2007-25894	161921	Registered	11-May-2007	14-Sep-2007	GOODS: feed supplements for livestock
Dominican Republic	OPTIPHOS	2007-29420	162879	Registered	25-Jun-2007	14-Sep-2007	GOODS: feed supplements for livestock
Ecuador	OPTIPHOS PF	176631	1806308	Registered	13-Oct-2006	13-Sep-2007	GOODS: feed supplements for livestock
Ecuador	OPTIPHOS	183985		Published	15-May-2007		GOODS: feed supplements for livestock
El Salvador	OPTIPHOS	2007067186		Filed	25-May-2007		GOODS: feed supplements for livestock, strengthening foodstuffs for animals and livestock fattening preparations
El Salvador	OPTIPHOS PF	2007067180		Filed	25-May-2007		GOODS: feed supplements for livestock, strengthening foodstuffs for animals and livestock fattening preparations
European Community	ECOPHOS	2962124	2962124	Registered	05-Dec-2002	11-Mar-2004	GOODS: feed supplements for livestock

Country	Trademark Name	App. Number	Reg. Number	Trademark Status	File Date	Reg. Date	Category
European Community	OPTIPHOS	3676715	3676715	Registered	24-Feb-2004	29-Jun-2005	GOODS: feed supplements for livestock
European Community	OPTIPHOS and Design	4148938	4148938	Registered	30-Nov-2004	30-Jan-2006	GOODS: feed supplements for livestock
European Community	OPTIPHOS PF	5370556	5370556	Registered	10-Oct-2006	07-Aug-2007	GOODS: feed supplements for livestock
Guatemala	OPTIPHOS PF	4203-2007		Filed	25-May-2007		GOODS: feed supplements for livestock
Guatemala	OPTIPHOS	M-5143-2007		Filed	22-Jun-2007		GOODS: feed supplements for livestock
Honduras	OPTIPHOS PF	15672-2007		Filed	11-May-2007		GOODS: feed supplements for livestock
Honduras	OPTIPHOS	21231-2007		Filed	25-Jun-2007		GOODS: feed supplements for livestock
India	ECOPHOS	1157671		Filed	12-Dec-2002		GOODS: feed supplements for livestock
India	OPTIPHOS	1271076	1271076	Registered	05-Mar-2004	20-Sep-2005	GOODS: feed supplements for livestock
India	OPTIPHOS and Design	1323104		Published	30-Nov-2004		GOODS: feed supplements for livestock
Korea, Republic of	ECOPHOS	40-2002-56553	587854	Registered	06-Dec-2002	16-Jul-2004	GOODS: non-medicated feed supplements for livestock
Korea, Republic of	OPTIPHOS	40-2004-8134	633106	Registered	24-Feb-2004	28-Sep-2005	GOODS: nutritional feed supplements for live stock other than for medical use
Korea, Republic of	OPTIPHOS and Design	40-2004-54399	648934	Registered	01-Dec-2004	26-Jan-2006	GOODS: non-medicated feed supplements for livestock
Korea, Republic of	OPTIPHOS PF	40-2006-50987	40-719860	Registered	10-Oct-2006	06-Aug-2007	GOODS: non-medicated feed supplements for livestock
Malaysia	OPTIPHOS	2007/09404		Filed	22-May-2007		GOODS: feed supplements for livestock
Malaysia	OPTIPHOS PF	2007/09405		Filed	22-May-2007		GOODS: feed supplements for livestock
Mexico	ECOPHOS	579219	846652	Registered	10-Dec-2002	16-Aug-2004	GOODS: feed supplements for livestock
Mexico	OPTIPHOS	643781		Filed	25-Feb-2004		GOODS: feed supplements for livestock
Mexico	OPTIPHOS and Design	690561		Filed	30-Nov-2004		GOODS: feed supplements for livestock
Mexico	OPTIPHOS PF	810834		Filed	04-Oct-2006		GOODS: feed supplements for livestock
Nicaragua	OPTIPHOS PF	2006-03569		Filed	11-Oct-2006		GOODS: feed supplements for livestock
Nicaragua	OPTIPHOS	2007-02364		Filed	09-Jul-2007		GOODS: feed supplements for livestock
Panama	OPTIPHOS PF	158303-01		Published	15-Jan-2007		GOODS: feed supplements for livestock

Country	Trademark Name	App. Number	Reg. Number	Trademark Status	File Date	Reg. Date	Category
Parana	OPTIPHOS	162126-01		Filed	11-Jun-2007		GOODS: feed supplements for livestock
Paraguay	OPTIPHOS	21703		Filed	09-Jul-2007		GOODS: feed supplements for livestock
Paraguay	OPTIPHOS PF	21702		Filed	09-Jul-2007		GOODS: feed supplements for livestock
Peru	OPTIPHOS	296918	125880	Registered	13-Nov-2006	30-Mar-2007	GOODS: feed supplements for livestock
Peru	OPTIPHOS PF	296919		Published	13-Nov-2006		GOODS: feed supplements for livestock
Philippines	OPTIPHOS	4-2004-002158	4-2004-002158	Registered	05-Mar-2004	28-Nov-2005	GOODS: feed supplements for livestock
Philippines	OPTIPHOS and Design	4-2004-011601		Suspended	07-Dec-2004		GOODS: feed supplements for livestock
Philippines	OPTIPHOS PF	4-2006-010968		Filed	06-Oct-2006		GOODS: feed supplements for livestock
Russian Federation	OPTIPHOS PF	2005728651		Filed	05-Oct-2006		GOODS: feed supplements for livestock
Thailand	OPTIPHOS PF	642002		Published	13-Oct-2006		GOODS: feed supplements for livestock
Thailand	OPTIPHOS	662124		Filed	24-May-2007		GOODS: feed supplements for livestock
Uruguay	OPTIPHOS	380888		Filed	24-May-2007		GOODS: feed supplements for livestock
Uruguay	OPTIPHOS PF	382118		Filed	25-Jun-2007		GOODS: feed supplements for livestock
Venezuela	OPTIPHOS PF	2007000195		Published	05-Jan-2007		GOODS: feed supplements for livestock

Patent interests held by Phytex, LLC

SCHEDULE A 1.2

Patent or application number	Where filed	Status	Title	Ownership
7320876	United States	Issued	PHYTASE-CONTAINING ANIMAL FOOD AND METHOD	PHYTEX, LLC. AND CORNELL RESEARCH FOUNDATION, INC.
11/963587	United States	Pending (child application of 7,320,876)	PHYTASE-CONTAINING ANIMAL FOOD AND METHOD	PHYTEX, LLC. AND CORNELL RESEARCH FOUNDATION, INC.
10/284962	United States	Pending	PHYTASE-CONTAINING ANIMAL FOOD AND METHOD	PHYTEX, LLC. AND CORNELL RESEARCH FOUNDATION, INC.
PCT/US2002/034963	PCT application	N/A	PHYTASE-CONTAINING ANIMAL FOOD AND METHOD	PHYTEX, LLC. AND CORNELL RESEARCH FOUNDATION, INC.
2465202	CA national phase of PCT	Pending (Canada)	PHYTASE-CONTAINING ANIMAL FOOD AND METHOD	PHYTEX, LLC. AND CORNELL RESEARCH FOUNDATION, INC.
02826553.X	CN national phase of PCT	Pending (China)	PHYTASE-CONTAINING ANIMAL FOOD AND METHOD	PHYTEX, LLC. AND CORNELL RESEARCH FOUNDATION, INC.
2002802504	EP regional phase of PCT	Pending (EPO states)	PHYTASE-CONTAINING ANIMAL FOOD AND METHOD	PHYTEX, LLC. AND CORNELL RESEARCH FOUNDATION, INC.
N/A	JP national phase of PCT	Withdrawn	PHYTASE-CONTAINING ANIMAL FOOD AND METHOD	PHYTEX, LLC. AND CORNELL RESEARCH FOUNDATION, INC.
1-2004-500606	PH national phase of PCT	Pending (Philippines)	PHYTASE-CONTAINING ANIMAL FOOD AND METHOD	PHYTEX, LLC. AND CORNELL RESEARCH FOUNDATION, INC.

SCHEDULE A 2.1

Trademark interests held by JBS United, Inc.

Interests in the United States

Trademark Name	App. Number	Reg. Number	Trademark Status	File Date	Reg. Date	Category
POSITIVE PROGRAMMING	75/219629	2215731	Registered	30-Dec-1996	05-Jan-1999	GOODS: livestock feeds, livestock feed base mixes, and livestock feed premixes; livestock feed supplements, livestock vitamins, minerals and medications;
U	75/219637	2167094	Registered	30-Dec-1996	23-Jun-1998	GOODS: livestock feeds livestock feed base mixes, and livestock feed premixes; livestock feed supplements, livestock vitamins, minerals and medications;
U and Design	75/219628	2176242	Registered	30-Dec-1996	28-Jul-1998	GOODS: livestock feeds, livestock feed base mixes, livestock feed premixes, livestock feed supplements, and livestock vitamins, minerals and medications
UNITED FEEDS	75/219627	2167093	Registered	30-Dec-1996	23-Jun-1998	GOODS: livestock feeds, livestock feed base mixes, and livestock feed premixes; livestock feed supplements, livestock vitamins, minerals and medications;
SIGNATURE FARMS	76/408738	2702344	Registered	15-May-2002	01-Apr-2003	GOODS: farm management and farm management consulting
S LOGO	76/408752	2758329	Registered	16-May-2002	02-Sep-2003	GOODS: farm management for others and consulting in the field of farm management
MAGNITUDE	78/646416	3238205	Registered	08-Jun-2005	01-May-2007	GOODS: feed supplements for horses and livestock
JBS U UNITED DESIGN	78/978743		Final refusal sent Feb 5, 2008	13-Oct-2005		GOODS: livestock and horse feed; mixed animal feeds; non-medicated additives for livestock and horse feedtesting and research in the field of agriculture and livestock nutrition; medicated feed supplements and nutritional additives for livestock and horses; feed mills
JBS U UNITED DESIGN	78/732875		Allowed Nov 14, 2006	13-Oct-2005		GOODS: freight transportation by truck; transportation and storage of grains and beans; pig farms; aquaculture services
STRATAPLAN	77/187612		Published	22-May-2007		GOODS: providing temporary use of on-line non-downloadable software for predicting and tracking pig production; computer software for predicting and tracking pig production
GROMEGA	77/257443		Filed	16-Aug-2007		GOODS: livestock feed

TRADEMARK

REEL: 003743 FRAME: 0511

Interests in other countries

Country	Trademark Name	App. Number	Reg. Number	Trademark Status	File Date	Reg. Date	Category
Brazil	JBS U UNITED DESIGN	828535302		Published	28-Jun-2006		GOODS: medicated additives and supplements for livestock and horses
Brazil	JBS U UNITED DESIGN	828535353		Published	28-Jun-2006		GOODS: feed mills
Brazil	JBS U UNITED DESIGN	828535337		Published	28-Jun-2006		GOODS: livestock and horse feed; mixed animal feeds; non-medicated additives and supplements for livestock and horse feed
Brazil	JBS U UNITED DESIGN	828535310		Published	28-Jun-2006		GOODS: testing and research in the field of agriculture and livestock nutrition
Brazil	STRATAPLAN			Proposed			GOODS: non-downloadable computer software to predict and track pig production accessible via the Internetcomputer software to predict and track pig production
Canada	JBS U UNITED DESIGN	1301231	TMAA692706	Registered	11-May-2006	24-Jul-2007	GOODS: livestock and horse feed; mixed animal feeds; non-medicated additives and supplements for livestock and horse feedtesting and research in the field of agriculture and livestock nutritionmedicated additives and supplements for livestock and horsefeed mills
Canada	STRATAPLAN	1369392		Filed	26-Oct-2007		GOODS: non-downloadable computer software to predict and track pig production accessible via the Internetcomputer software to predict and track pig production
Chile	JBS U UNITED DESIGN	727435	777269	Registered	26-Apr-2006	15-Jan-2007	GOODS: livestock and horse feed; mixed animal feeds; non-medicated additives and supplements for livestock and horse feedmedicated additives and supplements for livestock and horsefeed mills
Chile	JBS U UNITED DESIGN	727436	774854	Registered	26-Apr-2006	18-Dec-2006	GOODS: testing and research in the field of agriculture and livestock nutrition
China (Peoples Republic)	POSITIVE PROGRAMMING	970042412	1181742	Registered	06-May-1997	07-Jun-1998	GOODS: livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins and minerals
China (Peoples Republic)	POSITIVE PROGRAMMING	970042411	1216264	Registered	06-May-1997	21-Oct-1998	GOODS: livestock medications, livestock vitamins, additives and supplements for animal foods
China	U	970042408	1179745	Registered	06-May-	28-May-	GOODS: livestock feeds, livestock feed base

Country	Trademark Name	App. Number	Reg. Number	Trademark Status	File Date	Reg. Date	Category
(Peoples Republic)					1997	1998	mixes, livestock feed supplements, livestock feed premixes, livestock vitamins, livestock minerals
China (Peoples Republic)	U	970042407	1218328	Registered	06-May-1997	28-Oct-1998	GOODS: livestock medications, livestock vitamins, additives and supplements for animal foods
China (Peoples Republic)	U and Design	970042414	1181743	Registered	06-May-1997	07-Jun-1998	GOODS: livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins and minerals
China (Peoples Republic)	U AND DESIGN	970042413	1240242	Registered	06-May-1997	21-Jan-1999	GOODS: livestock medications, livestock vitamins, and livestock minerals
China (Peoples Republic)	UNITED	970042409	1254300	Registered	06-May-1997	14-Mar-1999	GOODS: livestock medications, livestock vitamins, additives and supplements for animal foods
China (Peoples Republic)	UNITED FEEDS	970042410	1179746	Registered	06-May-1997	28-May-1998	GOODS: livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins and minerals
China (Peoples Republic)	JBS U UNITED DESIGN	5387599		Filed	31-May-2006		GOODS: medicated additives and supplements for livestock and horses
China (Peoples Republic)	JBS U UNITED DESIGN	5387598		Filed	31-May-2006		GOODS: feed mills
China (Peoples Republic)	JBS U UNITED DESIGN	5405807		Filed	08-Jun-2006		GOODS: testing and research in the field of agriculture and livestock nutrition
China (Peoples Republic)	JBS U UNITED DESIGN	5405789		Filed	08-Jun-2006		GOODS: pig farms; aquaculture services
China (Peoples Republic)	STRATAPLAN			Proposed			GOODS: computer software to predict and track pig production
China (Peoples Republic)	STRATAPLAN			Proposed			GOODS: non-downloadable computer software to predict and track pig production accessible via the Internet
European Community	JBS U UNITED DESIGN	5044979	5044979	Registered	27-Apr-2006	26-Mar-2007	GOODS: livestock and horse feed; mixed animal feeds; non-medicated additives and supplements for livestock and horse feedtesting and research in

Country	Trademark Name	App. Number	Reg. Number	Trademark Status	File Date	Reg. Date	Category
							the field of agriculture and livestock nutritionmedicated additives and supplements for livestock and horsesfeed mills
European Community	STRATAPLAN	6395751		Filed	29-Nov-2007		GOODS: providing temporary use of online non-downloadable computer software for predicting and tracking pig productioncomputer software to predict and track pig production
India	JBS U UNITED DESIGN			Filed	05-Jun-2006		GOODS: livestock and horse feed; mixed animal feeds; non-medicated additives and supplements for livestock and horse feed
Korea, Republic of	JBS U UNITED DESIGN	45-2006-1689	45-19458	Registered	10-May-2006	28-Mar-2007	GOODS: testing and research in the field of agriculture and livestock nutritionmedicated additives and supplements for livestock and horsesfeed mills
Korea, Republic of	GROMEGA	40-2007-0044013		Filed	20-Aug-2007		GOODS: livestock feed
Korea, Republic of	STRATAPLAN	40-2007-54643		Filed	23-Oct-2007		GOODS: providing temporary use of on-line non-downloadable software for predicting and tracking pig production
Korea, Republic of	STRATAPLAN	71-2007-0000189		Filed	22-Nov-2007		GOODS: providing temporary use of on-line non-downloadable software for predicting and tracking pig production
Mexico	JBS U UNITED DESIGN	777945	956609	Registered	18-Apr-2006	29-Sep-2006	GOODS: medicated additives and supplements for livestock and horses
Mexico	JBS U UNITED DESIGN	777946	956610	Registered	18-Apr-2006	29-Sep-2006	GOODS: feed mills
Mexico	JBS U UNITED DESIGN	777948	956611	Registered	18-Apr-2006	29-Sep-2006	GOODS: livestock and horse feed; mixed animal feeds; non-medicated additives and supplements for livestock and horse feed
Mexico	JBS U UNITED DESIGN	777949	955925	Registered	18-Apr-2006	28-Sep-2006	GOODS: testing and research in the field of agriculture and livestock nutrition
Philippines	POSITIVE PROGRAMMING	4-1997-120242	4-1997-120242	Registered	30-Apr-1997	28-Apr-2006	GOODS: livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins, minerals and medications

Country	Trademark Name	App. Number	Reg. Number	Trademark Status	File Date	Reg. Date	Category
Philippines	U ¹	4-1997-120243	4-1997-120243	Registered	30-Apr-1997	16-Apr-2004	GOODS: livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins, minerals and medications
Philippines	U and Design ¹	4-1997-120239	4-1997-120239	Registered	30-Apr-1997	16-Apr-2004	GOODS: livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins, minerals and medications
Philippines	UNITED FEEDS ¹	4-1997-120241	4-1997-120241	Registered	30-Apr-1997	16-Apr-2004	GOODS: livestock and horse feed, mixed animal feeds; non-medicated additives and supplements for livestock and horse feedtesting and research in the field of agriculture and livestock nutritionmedicated additives and supplements for livestock and horsefeed mills
Philippines	JBS U UNITED DESIGN	4-2006-005859		Filed	02-Jun-2006		
Philippines	GROMEGA	4-2007-009739		Filed	04-Sep-2007		GOODS: livestock feed
Philippines	STRATAPLAN	4-2007-012462		Filed	09-Nov-2007		GOODS: non-downloadable computer software to predict and track pig production accessible via the Internetcomputer software to predict and track pig production
Taiwan	U	86028313	811820	Registered	06-Jun-1997	01-Aug-1998	GOODS: livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins, minerals and medications
Taiwan	U and Design	86028314	832259	Registered	06-Jun-1997	16-Dec-1998	GOODS: livestock feeds, livestock feed base mixes, livestock feed premixes, livestock feed supplements not for medical purpose
Taiwan	UNITED FEEDS	86028315	832248	Registered	06-Jun-1997	16-Dec-1998	GOODS: livestock feeds, livestock feed base mixes, livestock feed premixes, and livestock supplements not for medical purpose
Taiwan	POSITIVE	86044072	808784	Registered	26-Aug-	15-Jul-	GOODS: livestock vitamins, minerals and

¹ These trademarks list "United Feeds, Inc." as the owner. This is an original and alternative name for JBS United, Inc. according to the State of Indiana Secretary of State website.

Country	Trademark Name	App. Number	Reg. Number	Trademark Status	File Date	Reg. Date	Category
	PROGRAMMING				1997	1998	medications
Taiwan	UNITED FEEDS	86044073	808783	Registered	26-Aug-1997	16-Jul-1998	GOODS: livestock vitamins, minerals and medications
Taiwan	U	87013086	834502	Registered	24-Mar-1998	16-Jan-1999	GOODS: livestock vitamins, minerals and medications
Taiwan	U and Design	87013846	839687	Registered	23-Apr-1998	16-Feb-1999	GOODS: livestock vitamins, minerals, and medications
							GOODS: livestock and horse feed; mix animal feeds; non-medicated additives livestock and horsetesting and research in the field of agriculture and livestock nutritionmedicated feed additives for livestock and horses and nutritional supplements for livestock and horsefeed mills
Taiwan	JBS U UNITED DESIGN	95019807	1246044	Registered	19-Apr-2006	01-Jan-2007	GOODS: computer software to predict and track pig production
Taiwan	STRATAPLAN	96049669		Filed	22-Oct-2007		GOODS: providing temporary use of on-line non-downloadable software for predicting and tracking pig production
Taiwan	STRATAPLAN	96051261		Filed	31-Oct-2007		GOODS: medicated additives and supplements for livestock and horses
Thailand	JBS U UNITED DESIGN	624241		Published	24-Apr-2006		GOODS: feed mills
Thailand	JBS U UNITED DESIGN	624242		Published	24-Apr-2006		GOODS: livestock and horse feed; mixed animal feeds; non-medicated additives and supplements for livestock and horse feed
Thailand	JBS U UNITED DESIGN	624243		Published	24-Apr-2006		GOODS: testing and research in the field of agriculture and livestock nutrition
Thailand	JBS U UNITED DESIGN	624244		Published	24-Apr-2006		GOODS: testing and research in the field of agriculture and livestock nutrition
Thailand	GROMEGA	671903		Filed	30-Aug-2007		GOODS: livestock feed
Viet Nam	JBS U UNITED DESIGN	4-2006-08300		Published	30-May-2006		GOODS: testing and research in the field of agriculture and livestock nutritionmedicated additives and supplements for livestock and horses

SCHEDULE A 2.2

Patent interests held by JBS United, Inc.

Patent or application number	Where filed	Status	Title	Ownership
60/991436	United States	Provisional filed Nov. 30, 2007	METHOD AND COMPOSITION FOR TREATING PULMONARY HEMORRHAGE	
60/980143	United States	Provisional filed Oct. 15, 2007	METHOD FOR INCREASING PERFORMANCE OF OFFSPRING	
7,084,175 (app: 09/870899)	United States	Issued Aug. 1, 2006	ANIMAL FOOD AND METHOD	United Feeds
10/142685	United States; divisional of 09/870899	RCE submitted after final	ANIMAL FOOD AND METHOD	Mark E. Wilson et al (real party in interest is United Feeds)
PCT/US2001/017663	PCT	N/A	ANIMAL FOOD AND METHOD	United Feeds, Inc.
2001265273	AU national phase of PCT	Granted Apr. 5, 2007 (Australia)	ANIMAL FOOD AND METHOD	United Feeds, Inc.
2410960	CA national phase of PCT	Pending (Canada)	ANIMAL FOOD AND METHOD	United Feeds, Inc.
01813450.5	CN national phase of PCT	Pending (China)	ANIMAL FOOD AND METHOD	United Feeds, Inc.
2001939793	EP regional phase of PCT	Pending & published Mar. 26, 2003 (EPO states)	ANIMAL FOOD AND METHOD	United Feeds, Inc.
2001587597	JP national phase of PCT	Pending (Japan)	ANIMAL FOOD AND METHOD	United Feeds, Inc.
1020027016334	KR national phase of PCT	Pending & published Mar. 19, 2003 (Korea)	ANIMAL FOOD AND METHOD	United Feeds, Inc.

Trademark interests held by PigMover.com, LLC

SCHEDULE A 3.1

Country:	United States
Trademark Name:	PIGMOVER.COM (WORD MARK)
App. No.:	78633475
Reg. No.:	3234846
Trademark status:	REGISTERED
Filing date:	May 19, 2005
Reg. date:	April 24, 2007
Category:	GOODS AND SERVICES: advertising the goods and services of others over the internet; providing and rental of advertising space on the internet.

SCHEDULE A 4.1

Trademark interests held by United Bionutrition, LLC

All countries

Country	Trademark Name	App. Number	Trademark Status	File Date	Category
Australia	ACCLAIM	1204732	Published	Nov. 15, 2007	GOODS: animal feed supplements
European Community	ACCLAIM	6408397	Filed	Nov. 7, 2007	GOODS: non-medicated animal feed supplements;
Japan	ACCLAIM	2007-106375	Filed	Oct. 16, 2007	GOODS: animal feed supplements
New Zealand-	ACCLAIM	777690	Published	Oct. 15, 2007	GOODS: animal feed supplements
United States	ACCLAIM	77183869	Notice of allowance published	May17, 2007	GOODS: animal feed supplements
United States	PERSISTENCE	77343743	Filed	Dec. 4, 2007	GOODS: animal feed supplements

TRADEMARK

REEL: 003743 FRAME: 0519

RECORDED: 03/14/2008