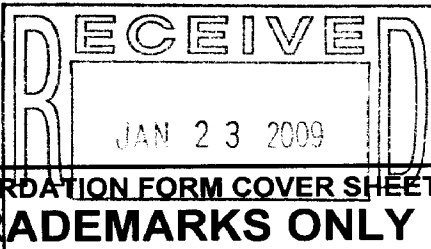


01-26-2009



103545039



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

2008)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JBS UNITED, INC.

- Individual(s)
- General Partnership
- Corporation- State: INDIANA
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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: _____

Street Address: 1 EAST OHIO STREET, FLOOR 4

City: INDIANAPOLIS

State: INDIANA

Country: UNITED STATES Zip: 46277

- 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) November 20, 2008

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

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

A. Trademark Application No.(s)
77/425250

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

Goods. Animal feed and pig feed. Grand Prairie. Filed 3/18/2008

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

Name: BRADLEY FUSON, ESQ.

Internal Address: _____

Street Address: 12800 NORTH MERIDIAN STREET
SUITE 300

City: CARMEL

State: INDIANA Zip: 46032

Phone Number: 317-238-6227

Fax Number: 317-636-1507

Email Address: BFUSON@KDLEGAL.COM

6. Total number of applications and registrations involved:

1

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

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name: BYRNE 0000044 77425250

9. Signature: Howard D. Thomas II

Signature

81 FC:852 Nov. 20, 2008

Date

HOWARD D. THOMAS II

Name of Person Signing

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

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

**TRADEMARK
REEL: 003925 FRAME: 0538**

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL PATENT SECURITY AGREEMENT, dated as of November 20, 2008, between **JBS UNITED, INC.**, an Indiana corporation with its principal office located at 322 South Main Street, Suite 200, Sheridan, Indiana 46069 ("Debtor"), and **JPMORGAN CHASE BANK, N.A.**, as administrative agent for the lenders party to the Credit Agreement referred to below, a national banking association with offices located at 1 East Ohio Street, Suite 0046, Indianapolis, Indiana 46277 (the "Agent").

The Debtor, the Agent and the Lenders are entering into an Amended and Restated Credit Agreement dated as even date herewith (as it may be amended or modified from time to time, the "Credit Agreement"). The Debtor is entering into this Supplemental Intellectual Property Security Agreement (as it may be amended or modified from time to time, the "Security Agreement") to supplement the Intellectual Property Security Agreement dated February 7, 2008 and recorded March 14, 2008 as Reel 020666/0714 with the United States Patent and Trademark Office, in order to induce the Lenders to enter into and extend credit to the Debtor under the Credit Agreement.

ACCORDINGLY, the Debtor 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.

"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 Debtor; (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, Debtor hereby assigns, transfers and conveys to Agent, and grants to Agent a security interest in and mortgage to, all of Debtor'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 Debtor 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 Debtor 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) Continuing Security Interest. Debtor 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. Debtor 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 Debtor, in whole or in part, is set forth in Schedule A.

Section 5. Further Acts. On a continuing basis, Debtor 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 Debtor'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 Debtor. In addition, Debtor authorizes Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Agent. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Agent in a writing signed by the Debtor 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 Debtor 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. Debtor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Debtor's obligations under this Section 6, Debtor 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 Debtor, Agent and their respective successors and assigns. Debtor 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 Debtor and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Debtor 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. Debtor 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 Debtor 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.

JBS UNITED, INC.

By: Howard D. Thomas II
Howard D. Thomas, II, Executive Vice President

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: Todd Markley
Todd Markley, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

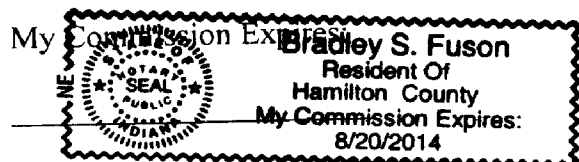
Before me, a Notary Public in and for said County and State, personally appeared Howard D. Thomas, II, the Executive Vice President of JBS UNITED, INC., an Indiana corporation, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of such entity as such officer.

WITNESS my hand and Notarial Seal this 20th day of November, 2008.

Bradley S. Fuson
Notary Public

Notary Public (Printed)

My County of Residence: _____



SCHEDULE A
to the Intellectual Property Security Agreement

Debtor: JBS United, Inc.

Issued U.S. Patents of Debtor

Patent No.	Issue Date	Title
09/870899	August 1, 2006	Animal Food and Method
2001265273	April 5, 2007	Animal Food and Method
2410960	August 14, 2007	Animal Food and Method

Pending U.S. Patent Applications of Debtor

Serial Number	Filing Date	Title
60/991436	November 30, 2007	Method and Composition for Treating Pulmonary Hemorrhage
60/980143	October 15, 2007	Method for Increasing Performance of Offspring
10/142685	May 10, 2002	Animal Food and Method
0193973.4	May 31, 2001	Animal Food and Method
PI0111313.5	May 31, 2001	Animal Food and Method
01813450.5	May 31, 1001	Animal Food and Method
2001-587597	May 31, 2001	Animal Food and Method
1020027016334	May 31, 2001	Animal Food and Method
PAa2002011807	May 31, 2001	Animal Food and Method

Application Number	Filing Date	Title
40-2007-0044013	August 20, 2007	Goods livestock feed
009739	September 4, 2007	Goods livestock feed
77/257443	August 30, 2007	Goods livestock feed
828535302	August 16, 2007	Goods livestock feed
828535353	June 28, 2006	Goods medical additives and supplements for livestock and horses
828535337	June 28, 2006	Goods feed mills
828535310	June 28, 2006	Goods livestock and horse feed, mixed animal feeds, non-medicated additives and supplements for livestock and horse feed
1301231	May 11, 2006	Goods Livestock and horse feed, mixed animal feeds; non-medicated additives and supplements for livestock and horse feed testing and research in the field of agriculture and livestock nutrition medicated additives and supplements for livestock and horses feed mills
727435	April 26, 2006	Goods Livestock and horse feed; mixed animal feeds; non-medical additives and supplements for livestock and horse feed
727436	April 26, 2006	Goods testing and research in the field of agriculture and livestock nutrition
5387599	May 31, 2006	Goods medicated additives and supplements for livestock and horses
5387598	May 31, 2006	Goods feed mills
5405807	June 8, 2006	Goods testing and research in the field of agriculture and livestock nutrition
5405789	June 8, 2006	Goods pig farms; aquaculture services
5044979	April 27, 2006	Goods; livestock and horse feed; mixed animal feeds; non-medicated additives

Application Number	Filing Date	Title
		and supplements for livestock and horse feed Testing and research in the field of agriculture and livestock nutrition
45-2006-1689	May 10, 2006	Goods; testing and research in the field of agriculture and livestock nutrition medicated additives and supplements for livestock and horses Feed mills
777945	April 18, 2006	Goods; medicated additives and supplements for livestock and horses
777946	April 18, 2006	Goods Feed mills
777948	April 18, 2006	Goods Livestock and horse feed; mixed animal feeds; non-medicated additives and supplements for livestock and horse feed
777949	April 18, 2006	Good Testing and research in the field of agriculture and livestock nutrition
005859	June 2, 2006	Goods Livestock and horse feed; mixed animal feeds; non-medicated additives and supplements for livestock and horse feed Testing and research in the field of agriculture and livestock nutrition Medicated feed additives for livestock and horses and nutritional supplements for livestock and horse feed mills
624241	April 24, 2006	Goods Medicated additives and supplements for livestock and horses
624242	April 24, 2006	Goods Feed mills
624243	April 24, 2006	Goods Livestock and horse feed; mixed animal feeds; non-medicated additives and supplements for livestock and horse feed
624244	April 24, 2006	Goods

Application Number	Filing Date	Title
78/978743	October 13, 2005	Testing and research in the field of agriculture and livestock nutrition Goods Livestock and horse feed; mixed animal feeds; non-medicated additives for livestock and horse feed; Testing and research in the field of agriculture and livestock nutrition Medicated feed supplements and nutritional additives for livestock and horses feed mills
78/732875	October 13, 2005	Goods Freight transportation by truck; transportation and storage of grains and beans pig farms; aquaculture services
4-2006-08300	May 30, 2006	Goods Testing and research in the field of agriculture and livestock nutrition medicated additives and supplements for livestock and horses
78/646416	June 8, 2005	Goods Feed supplements for horses and livestock
970042412	May 6, 1997	Goods Livestock feeds; livestock feed base mixes; livestock feed supplements, livestock feed premixes, and livestock vitamins and minerals
970042411	May 6, 1997	Goods Livestock medications, livestock vitamins, additives and supplements for animal foods
120242	April 30, 1997	Goods Livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins, minerals and medications
86044072	August 26, 1997	Goods Livestock vitamins, minerals and medications
75/219629	December 30, 1996	Goods Livestock feeds, livestock feed base

Application Number	Filing Date	Title
		mixes, and livestock feed premixes Livestock feed supplements; livestock vitamins, minerals and medications
76/408752	May 16, 2002	Goods Farm management for others and consulting in the field of farm management
76/408738	May 15, 2002	Goods Farm management and farm management consulting
1369392	October 26, 2007	Goods Non-downloadable computer software to predict and track pig production accessible via the Internet Computer software to predict and track pig production
54643	October 23, 2007	Goods Providing temporary use of on-line non- downloadable software for predicting and tracking pig production
0000189	November 27, 2007	Goods Providing temporary use of on-line non- downloadable software for predicting and tracking pig production
012462	November 9, 2007	Goods Non-downloadable computer software to predict and track pig production accessible via the Internet Computer software to predict and track pig production
96049669	October 22, 2007	Good Computer software to predict and track pig production
96051261	October 31, 2007	Goods Providing temporary use of on-line non- downloadable software for predicting and tracking pig production
77/187612	May 22, 2007	Goods Providing temporary use of on-line non- downloadable software for predicting

Application Number	Filing Date	Title
970042408	May 6, 1997	and tracking pig production Computer software for predicting and tracking pig production Goods Livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, livestock vitamins; livestock minerals
970047407	May 6, 1997	Goods Livestock medications, livestock vitamins, additives and supplements for animal foods
12043	April 30, 1997	Goods Livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins, minerals and medications
86028313	June 6, 1997	Goods Livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins, minerals and medications
87013086	March 24, 1998	Goods Livestock vitamins, minerals and medications
75/219637	December 30, 1996	Goods Livestock feeds; livestock feed base mixes, and livestock feed premixes Livestock feed supplements, livestock vitamins, minerals and medication
970042414	May 6, 1997	Goods Livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premises and livestock vitamins and minerals
970042413	May 6, 1997	Goods Livestock medications; livestock vitamins, and livestock minerals
120239	April 30, 1997	Goods Livestock feeds, livestock feed base mixes, livestock feed supplements,

Application Number	Filing Date	Title
		livestock feed premixes, and livestock vitamins, minerals and medications
86028314	June 6, 1997	Goods Livestock feeds, livestock feed base mixes, livestock feed premixes, livestock feed supplements not for medical purpose
87013846	April 23, 1998	Goods Livestock vitamins, minerals and medications
75/219628	December 30, 1996	Goods Livestock feeds, livestock feed base mixes, livestock feed premixes, livestock feed supplements and livestock vitamins, minerals and medications
970042409	May 6, 1997	Goods Livestock medications, livestock vitamins, additives and supplements for animal foods
970042410	May 6, 1997	Goods Livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins and minerals
120241	April 30, 1997	Goods Livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes and livestock vitamins, minerals and medications
86028315	June 6, 1997	Goods Livestock feeds, livestock feed base mixes, livestock feed premixes, and livestock supplements not for medical purposes
86044073	August 26, 1997	Goods Livestock vitamins, minerals and medications
75/219627	December 30, 1996	Goods Livestock feeds; livestock feed base mixes, and livestock feed premixes

Application Number**Filing Date****Title**

95019807	April 16, 2006	Livestock feed supplements, livestock vitamins, minerals and medications Goods
63955751	November 29, 2007	Livestock and horse feed; testing and research in livestock nutrition; feed mills; nutritional supplements Goods
77/425250	March 18, 2008	Providing temporary use of online computer software to predict and track pig production Goods Animal feed and pig feed

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