

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

UNITED BIONUTRITION, LLC

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 20, 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: _____

Street Address: 1 East Ohio Street

City: Indianapolis

State: Indiana

Country: U.S.A. Zip: 46277

- Association Citizenship U.S.A.
 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)

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)

3238205

Additional sheet(s) attached? Yes No

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

Goods. Feed supplements for horses and livestock. Filed 06/08/2005 and registered 05/01/2007.

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

Name: Gregory B. Coy

Internal Address: Krieg DeVault LLP.

Street Address: 1 Indiana Square, Suite 2800

City: Indianapolis

State: Indiana Zip: 46204

Phone Number: 317-636-4341

Fax Number: 317-636-1507

Email Address: gcoy@kdlegal.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 to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Gregory B. Coy
Signature

February 17, 2009
Date

Gregory B. Coy

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 40,967

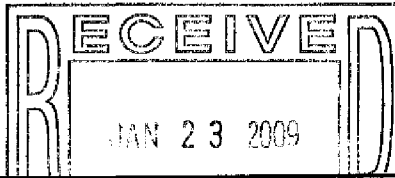
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700399783

TRADEMARK
REEL: 003937 FRAME: 0320

01-26-2009

2008)



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



**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

103545037

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

<p>1. Name of conveying party(ies): UNITED BIONUTRITION, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Indiana limited liability company</u></p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>JPMorgan Chase Bank, NA, as Administrative Agent</u> Internal Address: _____ Street Address: <u>1 EAST OHIO STREET, FLOOR 4</u> City: <u>INDIANAPOLIS</u> State: <u>INDIANA</u> Country: <u>UNITED STATES</u> Zip: <u>46277</u></p> <p><input checked="" type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>November 20, 2008</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	

<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>3238205</u></p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
---	--

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Goods. Feed supplements for horses and livestock. Filed 6/8/2005 and registered 5/1/2007.

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>BRADLEY FUSON, ESQ.</u> Internal Address: _____ Street Address: <u>12800 NORTH MERIDIAN STREET</u> <u>SUITE 300</u> City: <u>CARMEL</u> State: <u>INDIANA</u> Zip: <u>46032</u> Phone Number: <u>317-238-6227</u> Fax Number: <u>317-636-1507</u> Email Address: <u>BEUSON@KDLEGAL.COM</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>01/21/2009 DEVRNE 0000042 3238205</u> Authorized User Name _____</p>
--	---

<p>9. Signature: <u>Howard D. Thomas II</u> <u>Nov. 20, 2008</u> Signature Date</p> <p><u>HOWARD D. THOMAS II</u> Name of Person Signing</p> <p>Total number of pages including cover sheet, attachments, and document: </p>
--

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

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL PATENT SECURITY AGREEMENT, dated as of November 20, 2008, between **UNITED BIONUTRITION, LLC**, an Indiana 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").

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 003743/0535 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 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.

"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) 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.

UNITED BIONUTRITION, LLC

By: Howard D. Thomas II
Howard D. Thomas, II, Secretary and Treasurer

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 Secretary and Treasurer of UNITED BIONUTRITION, LLC, an Indiana 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 20th day of November, 2008.

Bradley S. Fuson
Notary Public

Notary Public (Printed)

My Commission Expires:

My County of Residence:



SCHEDULE A
to the Intellectual Property Security Agreement

Grantor: United Bionutrition, LLC

Patents of Grantor

Patent No.	Issue Date	Title
None.		

Trademarks of Grantor

	Application No.	Filing Date	Title
1.	1204732	October 15, 2007	Animal Feed Supplements
2.	6408397	November 7, 2007	Animal Feed Supplements
3.	2007-106375	October 16, 2007	Animal Feed Supplements
4.	777690	October 15, 2007	Animal Feed Supplements
5.	77/183869	May 17, 2007	Animal Feed Supplements
6.	77/343743	December 4, 2007	Animal Feed Supplements
7.	3238205	June 8, 2005	Animal Feed Supplements

KD_IM-1833012_1.DOC