

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):

PHYTEX, LLC

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

77/560,034

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. Livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins, minerals and medications. ENZYVIA. Filed 09/02/2008.

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:

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:

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

OP \$40.00 77560034

Form FTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6)

01-26-2009

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



103545038

SHEET
JLY

JAN 23 2009

To the Director of the U. S. Patent and Trademark Office

Attached documents or the new address(es) below

1. Name of conveying party(ies):

PHYTEX, LLC

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

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

2. Name and address of receiving party(ies)

Yes

Additional names, addresses, or citizenship attached? 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)

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

A. Trademark Application No.(s)

77/560,034

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. Livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins, minerals and medications. ENZYVIA. Filed 09/02/2008.

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 01/23/2009 08/31/2009
00000043 77560034
- b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

John M. Corbett
Signature
John M. Corbett
Name of Person Signing

20 Nov 2008
Date

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: 003938 FRAME: 0475

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL PATENT SECURITY AGREEMENT, dated as of November 20, 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").

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 003743/0499 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.

"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*
John M. Corbett, Secretary

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 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 20TH day of November, 2008.

Tracy Rantanen
Notary Public

TRACY RANTANEN
Notary Public (Printed)

My Commission Expires:

01/02/2014

My County of Residence:

HAMILTON

SCHEDULE A
to the Intellectual Property Security Agreement

Grantor: Phytex, LLC

Trademarks of Grantor

Application Number	Filing Date	Title
825172039	December 18, 2002	Goods Feed supplements for livestock
1161277	December 5, 2002	Goods Feed supplements for livestock
3406060	December 16, 200	Goods Additives for fodder, not for medical purposes
2962124	December 5, 2002	Goods Feed supplements for livestock
1157671	December 12, 2002	Goods Feed supplements for livestock
40-2002-56553	December 6, 2002	Goods Non-medicated feed supplements for livestock
579219	December 10, 2002	Goods Feed supplements for livestock
274058	May 11, 2007	Goods Feed supplements for livestock
SM-1925	May 24, 2007	Goods Feed supplements for livestock
826276660	February 27, 2004	Goods Feed supplements for livestock
1207242	February 23, 2004	Goods Feed supplements for livestock
773747	May 16, 2007	Goods Feed supplements for livestock
3931959	February 27, 2004	Goods Additives for fodder, not for medical purposes

678804	July 9, 2007	Goods Feed supplements for livestock
2007-9315	June 19, 2007	Goods Feed supplements for livestock
2007-29420	June 25, 2007	Goods Feed supplements for livestock
1839985	May 15, 2007	Goods Feed supplements for livestock
2007067186	May 25, 2007	Goods Foodstuffs for animals and livestock fattening preparations
3676715	February 24, 2004	Goods Feed supplements for livestock
M-5143-2007	June 22, 2007	Goods Feed supplements for livestock
21231-2007	June 25, 2007	Goods Feed supplements for livestock
1271076	March 5, 2004	Goods Feed supplements for livestock
40-2004-8134	February 24, 2004	Goods Than for medical use
2007/09404	May 22, 2007	Goods Feed supplements for livestock
643781	February 25, 2004	Goods Feed supplements for livestock
2007-02364	July 9, 2007	Goods Feed supplements for livestock
162126-01	June 11, 2007	Goods Feed supplements for livestock
21703	July 9, 2007	Goods Feed supplements for livestock
296918	November 13, 2006	Goods Feed supplements for livestock
4-2004-002158	March 5, 2004	Goods

		Feed supplements for livestock
662124	May 24, 2007	Goods Feed supplements for livestock
78/138164	June 10, 2002	Goods Feed supplements for livestock
380888	May 24, 2007	Goods Feed supplements for livestock
2007-011011	May 17, 2007	Goods Feed supplements for livestock
827049617	January 6, 2005	Goods Feed supplements for livestock
1239090	November 30, 2004	Goods Feed supplements for livestock
4396188	December 3, 2004	Goods Feed supplements for livestock
4148938	November 30, 2004	Goods Feed supplements for livestock
1323104	November 30, 2004	Goods Feed supplements for livestock
40-2004-54399	December 1, 2004	Goods Non-medicated feed supplements for livestock
690561	November 30, 2004	Goods Feed supplements for livestock
4-2004-011601	December 7, 2004	Goods Feed supplements for livestock
78/486501	September 20, 2004	Goods Feed supplements for livestock
2708295	October 17, 2006	Goods Feed supplements for livestock
SM-1926	May 24, 2007	Goods Feed supplements for livestock
759387	January 19, 2007	Goods Feed supplements for livestock

5706030	November 6, 2006	Goods Additives to fodder, not for medical purposes
679169	July 9, 2007	Goods Feed supplements for livestock
2006-9345	October 3, 2006	Goods Feed supplements for livestock
2007-25894	May 11, 2007	Goods Feed supplements for livestock
176631	October 13, 2006	Goods Feed supplements for livestock
2007067180	May 25, 2007	Goods Foodstuffs for animals and livestock fattening preparations
5370556	October 10, 2006	Goods Feed supplements for livestock
4203-2007	May 25, 2007	Goods Feed supplements for livestock
15672-2007	May 11, 2007	Goods Feed supplements for livestock
40-2006-50987	October 10, 2006	Goods Non-medicated feed supplements for livestock
2007/09405	May 22, 2007	Goods Feed supplements for livestock
810834	October 4, 2006	Goods Feed supplements for livestock
2006-03569	October 11, 2006	Goods Feed supplements for livestock
158303-01	January 15, 2007	Goods Feed supplements for livestock
21702	July 9, 2007	Goods Feed supplements for livestock
296919	November 13, 2006	Goods Feed supplements for livestock

4-2006010968	October 6, 2006	Goods Feed supplements for livestock
2006728651	October 5, 2006	Goods Feed supplements for livestock
642002	October 13, 2006	Goods Feed supplements for livestock
78/934111	July 20, 2006	Goods Feed supplements for livestock
382118	June 25, 2007	Goods Feed supplements for livestock
2007000195	January 5, 2007	Goods Feed supplements for livestock
<hr/>	September 2, 2008	Goods Livestock feeds, livestock feed base mixes, livestock feed supplements, livestock feed premixes, and livestock vitamins, minerals and medications ENZYVIA

KD_IM-1833003_1.DOC

KD_IM-1972139_1.DOC

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re)	
U.S. Trademark Registration Application)	
Serial No. 77/560,034)	
)	
Mark: ENZYVIA)	Ref. No. BANK-580
)	
Filed: September 2, 2008)	February 17, 2009

RESPONSE TO NOTICE OF NON-RECORDATION OF DOCUMENT

Mail Stop: ASSIGNMENT SERVICES BRANCH

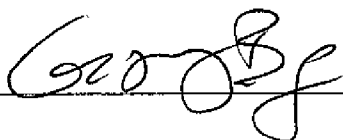
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Re: Document ID Number 103545038A

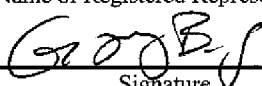
Sir:

In response to the Notice of Non-Recordation of Document dated February 2, 2009, from the USPTO, the USPTO has noted that the receiving party's entity type is missing from the Trademark Recordation Form Cover Sheet. The correct citizenship for the receiving party is "USA." A new Trademark Recordation Form Cover Sheet is attached as well as the required fee of \$40.00.

Respectfully submitted,

By: 

Gregory B. Coy, Reg. No. 40,967
Krieg DeVault LLP
One Indiana Square, Suite 2800
Indianapolis, IN 46204-2079
(317) 238-6323 (voice)
(317) 636-1507 (facsimile)

<p>I hereby certify that this correspondence is being deposited with the United States Postal Service via facsimile at 571-273-0140 to the Mail Stop: ASSIGNMENT SERVICES BRANCH, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on:</p> <p><u>February 17, 2009</u> Date of Deposit</p> <p><u>Gregory B. Coy</u> Name of Registered Representative</p> <p><u></u> Signature</p>
