

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cyvex Nutrition, Inc.		05/11/2011	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	2500 Citywest Blvd., Suite 1100		
<b>Internal Address:</b>	Attn: John L. Kallina		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77042		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77901751	VERDIFLEX	
Serial Number:	77747797	ERGOVITAN	
Registration Number:	3157453	BIOCOSANOL	
Registration Number:	3027156	AVOVIDA	
Registration Number:	3551082	QVIDA QUEBRACHO EXTRACT	
Registration Number:	3614213	APPLEZIN	
Registration Number:	3284187	KRIAXANTHIN	
Registration Number:	3292625	BROCCOPHANE	
Registration Number:	2697129	ARTHROCOLL	
Registration Number:	2443277	GABATEIN	
Registration Number:	2448225	NUTRIPRINT	
Registration Number:	2441359	BIOVINCA	
Registration Number:	2230447	CYVEX	

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**TRADEMARK**  
**REEL: 004554 FRAME: 0693**

Registration Number:

2147369

BIOVIN

**CORRESPONDENCE DATA**

Fax Number: (713)650-2400

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 7136502626

Email: jcawlf@winstead.com

Correspondent Name: Kathryn Blackney

Address Line 1: WINSTEAD PC

Address Line 2: 600 Travis, Suite 1100

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:

4839-572

NAME OF SUBMITTER:

Kathryn E. Blackney

Signature:

/Kathryn E. Blackney/

Date:

06/06/2011

Total Attachments: 4

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**NOTICE**  
**OF**  
**GRANT OF SECURITY INTEREST**  
**IN**  
**TRADEMARKS**

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of October 21, 2009 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Wells Fargo Bank, National Association, as Lender (the "Lender") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown below to the Lender for the ratable benefit of the holders of the Secured Obligations:

**TRADEMARKS**

<u>Registration No.</u>	<u>Word Mark No.</u>	<u>Trademark</u>	<u>Country</u>
1. 78706592	3157453	BIOCOSANOL®	U.S.
2. 78421135	3027156	AVOVIDA®	U.S.
3. 77249417	3551082	QVIDA® QUEBRACHO EXTRACT	U.S.
4. 76660311	3614213	APPLEZIN®	U.S.
5. 76660312	3284187	KRIAXANTHIN®	U.S.
6. 76660309	3292625	BROCCOPHANE®	U.S.
7. 76218668	2697129	ARTHROCOLL®	U.S.
8. 75656130	2443277	GABATEIN®	U.S.
9. 75630427	2448225	NUTRIPRINT®	U.S.
10. 75540490	2441359	BIOVINCA®	U.S.
11. 75404303	2230447	CYVEX®	U.S. and Korea
12. 75213835	2147369	BIOVIN®	U.S. and European Union

TRADEMARKS PENDING

<u>Registration No.</u>	<u>Word Mark No.</u>	<u>Trademark Application</u>	<u>Country</u>
1. 77901751	Pending	ERGOVITAN	U.S.
2. 77747797	Pending	VERDIFLEX	U.S.
3. 1034710 (Int.)	Pending	BIOVIN	Japan

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The Obligors and the Lender hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

**CYVEX NUTRITION, INC.**

By: \_\_\_\_\_

John D. Held

Vice President and Secretary

Acknowledged and Accepted:

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

John L. Kallina

Vice President

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John L. Kallina  
Vice President