

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ganeden Biotech, Inc.		06/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Schiff Nutrition Group, Inc.		
Street Address:	2002 South 5070 West		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85151721	BC30	
Registration Number:	3591766	GANEDENBC30	
Serial Number:	77677109	GANEDEN BC30 PROBIOTIC POWERED BY DIGESTIVE & IMMUNE HEALTH	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-493-9300		
Email:	trademarks@wsgr.com, ckahn@wsgr.com		
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	32771-010/CK9		
NAME OF SUBMITTER:	Matthew J. Kuykendall		

900197393

TRADEMARK
 REEL: 004586 FRAME: 0198

CH \$90.00 85151721

Signature:	/matt kuykendall/
Date:	07/19/2011
Total Attachments: 4 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif	

Exhibit B

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 1, 2011, is executed by Ganeden Biotech, Inc., a Delaware corporation ("Debtor"), in favor of Schiff Nutrition Group, Inc. ("Secured Party").

A. Reference is made to that certain Intellectual Property Security Agreement, dated as of June 1, 2011 (the "Security Agreement"), by and between Debtor and Secured Party.

B. Debtor has adopted, used and is using certain trademarks, more particularly described on Schedule 1 annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office or other relevant trademark authority that are licensed to Secured Party and are subject to the Security Agreement (collectively, the "Trademarks");

C. Debtor has granted to Secured Party pursuant to that certain Intellectual Property License Agreement by and between Debtor and Secured Party, dated as of June 1, 2011 (the "Intellectual Property License Agreement"), an exclusive, worldwide license under the Trademarks and other intellectual property rights with respect to the Licensed Field of Use (as defined further therein) (collectively, "Licensed Intellectual Property"), subject to certain terms and conditions as set forth therein, including, without limitation, an obligation of Debtor to assign the Licensed Intellectual Property to Secured Party upon the occurrence of certain events as set forth therein and an obligation of Secured Party to assign back the Licensed Intellectual Property to Debtor upon the occurrence of certain events as set forth therein.

D. Schedule 1 hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any additional Trademarks that by virtue of constituting Licensed Trademarks under the Intellectual Property License Agreement should be added to Schedule 1 or change which is necessary to be made to Schedule 1 in order to maintain such schedule completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than ninety (90) days following the date of such event.

E. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: Schiff Nutrition Group, Inc.
2002 South 5070 West

Salt Lake City, Utah 84104
Attention: General Counsel

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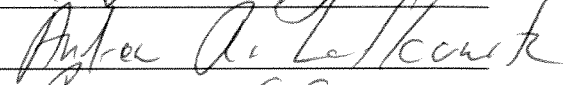
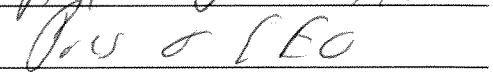
IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

GANEDEN BIOTECH, INC.

By: _____

Name: _____

Title: _____

SCHEDULE 1 TO GRANT OF SECURITY INTEREST TRADEMARKS

TRADEMARKS

MARK / TITLE	COUNTRY	STATUS	APPLICATION NUMBER	REGISTRATION NUMBER
BC30	USA	Pending	85151721	
GANEDENBC30	USA	Registered	77042242	3591766
GANEDENBC30	European Union	Registered	005850797	005850797
GANEDENBC30	Canada	Allowed	1344712	
GANEDENBC30	Mexico	Registered	853437	1008525
GANEDENBC30	Japan	Registered	2007047135	5185469
GANEDEN BC30 PROBIOTIC POWERED BY DIGESTIVE & IMMUNE HEALTH & Design	USA	Allowed	77677109	