

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
TNTGAMBLE, INC.		09/29/2011	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	1301 Fifth Avenue, Suite 2400
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	National banking association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78388598	BIO-TRACT
Serial Number:	78710974	IMMUNOBIOTIX
Serial Number:	78739758	LIVEBAC
Serial Number:	78720436	LIVEBAC
Serial Number:	73575121	LIVE-BAC
Serial Number:	78479438	NUTRACEUTIX
Serial Number:	78554218	NUTRACEUTIX BETTER FOR THE BRAND. BETTER FOR THE RETAILER. BETTER FOR THE CONSUMER.
Serial Number:	77667714	PRIMEBIOTIX
Serial Number:	77091290	PROBIOSPHERE
Serial Number:	78833603	VIABLEND

CORRESPONDENCE DATA

Fax Number: (206)757-7700
 Phone: (206) 757-8475

900207851

**TRADEMARK
 REEL: 004665 FRAME: 0838**

CH \$265.00 78388598

Email: kristinecalhoun@dwt.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Kristine Calhoun

Address Line 1: Davis Wright Tremaine LLP

Address Line 2: 1201 Third Avenue, Suite 2200

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	46758-243
NAME OF SUBMITTER:	Kristine Calhoun
Signature:	/Kristine Calhoun/
Date:	11/23/2011

Total Attachments: 11

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**SECURITY AGREEMENT
(INTELLECTUAL PROPERTY)**

THIS SECURITY AGREEMENT (INTELLECTUAL PROPERTY) (as the same may be amended, restated or otherwise modified, the "Agreement") is made as of September 30, 2011, by and between **TNTGAMBLE, INC.**, a Washington corporation, with offices at 9609 153rd Avenue NE, Redmond, WA 98052 ("Borrower") and **KEYBANK NATIONAL ASSOCIATION**, a national banking association, with offices at 1301 Fifth Avenue, Suite 2400, Seattle, WA 98101, and its successors and assigns (the "Secured Party").

RECITALS

A. Borrower and the Secured Party are entering into Loan Agreement of even date herewith (the "Loan Agreement"), pursuant to which Secured Party proposes to provide certain credit facilities thereunder. Capitalized terms not otherwise defined herein shall have the meanings given in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, the execution and delivery of this Agreement is a material condition precedent to the obligation of Secured Party providing credit facilities thereunder.

NOW, THEREFORE, with the foregoing Recitals deemed incorporated into and made a part of this Agreement by reference, and in consideration of the mutual promises and obligations set forth below, the parties, intending to be legally bound, agree as follows:

1. **SECURITY INTEREST.** In consideration of the covenants and agreements contained in the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged by Borrower, and to secure the Obligations (as defined in the Loan Agreement), Borrower collaterally assigns and grants to Secured Party a lien and security interest in:

1.1 All of Borrower's right, title and interest in and to all copyrights, proprietary information, trade secrets, patents, patent applications, trademarks, service marks, trade names, trade dress, whether registered or unregistered, and all goodwill associated therewith, and all registrations and applications for registration thereof (collectively referred to as the "Intellectual Property"), including without limitation: (a) the letters patents, trademark and service mark registrations listed in Exhibit A attached hereto and all renewals thereof and any future letters patents and trademark and service mark registrations and renewals thereof (the "Patents and Trademark Registrations"); (b) the patent applications and trademark registration applications listed in Exhibit A and any Patents and Trademark Registrations that may be issued on any of those applications and any future Patents and Trademark Registration applications, to the full extent allowable by law (the "Patents and Trademark Applications"); (c) all future copyright applications and registrations (the "Copyright Registrations"); (d) all future royalties or other fees paid or payments made or owed to Borrower with respect to the Intellectual Property (the "Royalties"); and (e) proceeds of any and all of the foregoing (the Intellectual Property, Patents and Trademark Registrations, Patents and Trademark Applications, Copyright Registrations, Royalties, and such proceeds are referred to collectively as the "Intellectual Property Rights").

1.2 All rights, interests, claims and demands that Borrower has or may have in existing and future profits and damages for past and future infringements of the Intellectual Property Rights (the "Claims") (the Intellectual Property Rights and Claims are referred to collectively as the "Collateral").

2. **BORROWER'S WARRANTY.** Borrower warrants and represents that:

2.1 On or about September 30, 2011, Borrower will purchase all right, title and interest to the Intellectual Property Rights, however the assignment of such Intellectual Property Rights from the seller in such transaction to Borrower will be completed by seller.

2.2 To the best of Borrower's knowledge, upon completion of the purchase referred to in Section 2.1 above and the recording of assignments of all rights in the proper government recording office, Borrower will be the true and lawful exclusive owner of the Intellectual Property Rights, including all rights and interests granted by this Agreement.

2.3 To the best of Borrower's knowledge, the Collateral is valid and enforceable, however Borrower has made no investigation or independent review of such Collateral rights.

2.4 Borrower has full power and authority to execute and deliver this Agreement.

2.5 Borrower has no actual notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Intellectual Property Rights and the interests granted by this Agreement.

2.6 To the best of Borrower's knowledge, the Intellectual Property Rights and all interests granted in the Collateral are or will be when purchased, so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character, except for licenses entered into in the ordinary course of business.

3. **AFFIRMATIVE COVENANTS.** Borrower further covenants that, until all of the above-described obligations have been satisfied in full, Borrower will:

3.1 Not enter into any agreement(s), including, without limitations, license agreements, which are inconsistent with Borrower's undertakings and covenants under the Loan Documents or this Agreement or which restrict or impair Secured Party's right to realize upon the security interest granted under this Agreement.

3.2 Take steps reasonable in the exercise of its good business judgment to protect, maintain and enforce the Intellectual Property Rights, and maintain the quality of the goods and services associated with all patents, trademarks, service marks, and trade names at or above the level of quality as of the date of this Agreement.

3.3 Will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party an original of a Power of Attorney (the "Power of Attorney") in the form of Exhibit 1 attached hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

4. **RESTRICTIONS ON SALE OF FURTHER ENCUMBRANCE.** Borrower agrees not to sell, assign or further encumber Borrower's rights and interests in the Collateral without the prior written consent of Secured Party, except such licenses as Borrower in the exercise of its reasonable business judgment elects to grant; provided such licenses are made at arms length, and if such licenses are made to an affiliate, such licenses shall remain subordinate to the interests of Secured Party as provided in this Agreement.

5. **SECURED PARTY'S RIGHTS ON DEFAULT.** If an Event of Default under (and as defined in) the Loan Agreement shall occur, Secured Party, as the holder of a security interest under the UCC, may take such action as is permitted by law or in equity, in Secured Party's sole discretion, to foreclose on or otherwise realize on the Collateral covered by this Agreement. For those purposes, Borrower hereby authorizes and empowers Secured Party, whether pursuant to the authority granted in the Power of Attorney or otherwise, to endorse Borrower's name on and/or file of record, all assignments, applications, documents, papers and instruments necessary for Secured Party or its transferees, successors or assigns, to obtain title to and the right to use the Collateral together with the associated goodwill, or to grant or issue any exclusive or nonexclusive license under the Collateral to any other person or to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the Collateral and associated goodwill to any other person. Borrower hereby ratifies all that the Secured Party shall lawfully do or cause to be done by virtue of this Agreement pursuant to the Power of Attorney, provided Secured Party in a commercially reasonable manner.

6. **REMEDIES.** Upon the occurrence of any Event of Default as defined in the Loan Agreement, and at all times thereafter, Secured Party shall have the rights and remedies of a secured party under the UCC in addition to the rights and remedies provided elsewhere within the Agreement or in any other writing executed by Borrower. Secured Party will give Borrower reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is mailed to the last known address of Borrower at least ten (10) Business Days before the time of the public sale or the time after which any private sale or other intended disposition thereof is to be made. At any such public or private sale, Secured Party may purchase the Collateral. After deduction for Secured Party's sale related expenses, the residue of any such proceeds of sale shall be applied in satisfaction of the Borrower's obligations in such order of preference as Secured Party may determine. Any excess, to the extent permitted by law, shall be paid to Borrower, and Borrower shall remain liable for any deficiency. Secured Party shall have the right, but not the obligation, to take all such actions and to do all such things as Secured Party deems reasonably necessary to protect and preserve the Collateral and Secured Party's rights hereunder.

7. **FILING OF DOCUMENTS WITH PTO.** Borrower shall in its reasonable business judgment, at Borrower's own expense, diligently file and prosecute all Patents and Trademark Registrations, and Patents and Trademark Applications relating to the Collateral in the PTO, and shall in its reasonable business judgment pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and, except in its reasonable business judgment, shall not abandon any such Collateral before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Collateral without the prior written consent of Secured Party.

8. **FEES, COSTS AND EXPENSES.** Any and all reasonable fees, costs and expenses, including reasonable attorneys' fees and expenses, incurred by Secured Party in connection with the preparation, modification, enforcement or termination of this Agreement and all other documents relating to this Agreement and to the consummation of the transactions contemplated by this Agreement, the filing and recording of any documents (including all taxes in connection therewith) in public offices, any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise reasonably incurred in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be paid by Borrower on demand by Secured Party and, until paid, shall be added to the obligations described in the Loan Documents.

9. **SUIT TO ENFORCE COLLATERAL.** Borrower shall provide Secured Party with prompt written notice of any suit to enforce the Collateral. Secured Party may, at Secured Party's option, be joined as a nominal party to the suit if Secured Party shall be satisfied that joinder is necessary and that Secured Party is not thereby incurring any risk of liability by that joinder. Borrower shall promptly, on demand, reimburse and indemnify, defend and hold Secured Party harmless from and against all damages, costs and expenses, including reasonable attorneys' fees, incurred by Secured Party pursuant to this Section 9 and all other actions and conduct of Borrower with respect to the Intellectual Property Rights during the term of this Agreement.

10. **MODIFICATION; WAIVER.** No modification or waiver of any provisions set forth in this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.

11. **EXPENSES INCURRED IN PROTECTING COLLATERAL.** If Borrower fails to comply with any of Borrower's undertakings and covenants under the Loan Documents or this Agreement, Secured Party may, at Secured Party's sole option, do so in Secured Party's name, but at Borrower's expenses. Borrower agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending, enforcing and maintaining the Collateral.

12. **TERMINATION OF SECURED PARTY'S INTEREST IN COLLATERAL.** On full and unconditional satisfaction of all of Borrower's Obligations to Secured Party under the Loan Documents, Secured Party shall promptly execute and deliver to Borrower all documents necessary to terminate Secured Party's security interests in the Collateral.

13. **NOT A CONDITIONAL ASSIGNMENT OR PRESENT ASSIGNMENT OF TITLE.** Secured Party and Borrower intend this document to evidence a security interest enforceable against the Collateral as a security interest against the Patents and Trademark Registrations. Nothing herein is intended to give rise to a conditional assignment as that term is used in The Clorox Co. v. Chemical Bank, 40 U.S.P.Q.2d 1098 (TTAB 1996) or a present assignment of title.

14. **RECORDATION OF AGREEMENT.** Borrower hereby acknowledges and agrees that this Agreement shall be recorded with the PTO and/or the Copyright Office, as appropriate. Borrower shall give Secured Party prompt notice upon the filing of all future Patents and Trademark Applications and upon the receipt of all Patents and Trademark Registrations and Copyright Registrations, with sufficient detail to allow recording of this Agreement as to such future applications and registrations. Borrower agrees that such future registrations may be added to the Exhibits hereto to facilitate such recording.

15. **PARTIES BOUND.** This Agreement shall be binding on Borrower, Borrower's successors and assigns, and shall inure to the benefit of Secured Party, its successors and assigns.

16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.


17. **CONFLICTS.** To the extent the terms and provisions of this Agreement are in direct conflict with the Loan Documents, the terms and provisions of this Agreement shall govern.

18. **COUNTERPARTS.** This Agreement may be signed in one or more counterparts each of which shall constitute one and the same agreement.
ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

BORROWER:

TNT GAMBLE, INC.,
a Washington corporation



Tim J. Gamble, President

SECURED PARTY:

KEYBANK NATIONAL ASSOCIATION

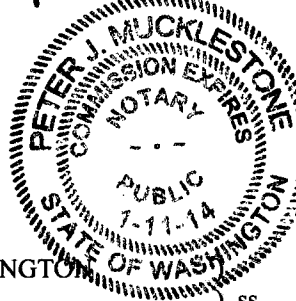


By: Ron Wilkowsky
Its: Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that Tim J. Gamble is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of TNT GAMBLE, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 29, 2011.



Peter J. Muckleston
NOTARY PUBLIC in and for the State of Washington
Printed Name: Peter J. Muckleston
Residing at: Seattle
Commission Expires: 1-11-14

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that Ron Wilkowski is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Vice President of KEYBANK NATIONAL ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 29 2011.



Peter J. Muckleston
NOTARY PUBLIC in and for the State of Washington
Printed Name: Peter J. Muckleston
Residing at: Seattle
Commission Expires: 1-11-14

Schedule 1

SPECIAL POWER OF ATTORNEY

STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

KNOW ALL MEN BY THESE PRESENTS, that TNT GAMBLE, INC., a Washington corporation (hereinafter "Debtor"), hereby appoints and constitutes KEYBANK NATIONAL ASSOCIATION, in its capacity as Agent for the Lenders referred to in the Security Agreement described below (in such capacity, "Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any patents or trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to an Agreement Regarding Security Interest in Intellectual Property, of even date herewith, by and between Debtor and Secured Party (the "Security Agreement"), and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of September 30, 2011.

TNT GAMBLE, INC.
a Washington corporation



Tim J. Gamble, President

EXHIBIT A
TRADEMARKS

Trademark Country	Status	App. Date Reg. Date	App. No. Reg. No.
BIO-TRACT™ Korea	Registered	7/8/2009	40-2009-32305
BIO-TRACT™ Australia	Registered	6/29/2009	1306757
BIO-TRACT™ Singapore	Registered	7/3/2009	T09073571
BIO-TRACT™ European Community	Registered	7/3/2009	008405938
BIO-TRACT™ European Community	Registered	7/21/2010	
BIO-TRACT® United States	Registered	3/22/2004	78/388,598
CRYOTABLETTING® United States	Registered	4/5/2005	2,938,140
CRYOTABLETTING® European Community	Registered	1/21/2002	2542702
CRYOTABLETTING® European Community	Registered	1/21/2002	2542702
CRYOTABLETTING® Australia	Registered	Priority 7/24/2001	900873
CRYOTABLETTING® Australia	Registered	6/5/2002	900873
CRYOTABLETTING® China (Peoples Republic)	Registered	1/22/2002	3076430
CRYOTABLETTING® China (Peoples Republic)	Registered	3/7/2003	3076430

Trademark Country	Status	App. Date Reg. Date	App. No. Reg. No.
CRYOTABLETTING® Taiwan (Republic of China)	Registered	1/23/2002 11/1/2002	91002917 1020237
IMMUNOBIOTIX® United States Nutraceutix, Inc.	Registered Supplemental Register	9/12/2005 11/28/2006	78/710,974 3,178,766
LIVEBACC® United States	Registered	10/25/2005 9/19/2006	78/739,758 3,145,422
LIVEBACC® United States	Registered	9/26/2005 10/10/2006	78/720,436 3,153,615
LIVE-BACC® Canada	Registered	1/31/2001 3/26/2003	1,091,090 TMA578,238
LIVE-BACC® European Community	Registered	1/31/2001 3/25/2002	2071249 2071249
LIVE-BACC® United States	Registered	12/24/1985 8/19/1986	73/575,121 1,405,455
LIVEBACC CRYOTABLETTING® Switzerland	Registered	1/24/2002 7/2/2002	00641/2002 501.205
NUTRACEUTIX® United States Nutraceutix, Inc.	Registered	9/7/2004 3/21/2006	78/479,438 3,070,329

Trademark Country	Status	App. Date Reg. Date	App. No. Reg. No.
NUTRACEUTIX BETTER FOR THE BRAND, BETTER FOR THE RETAILER, BETTER FOR United States	Registered	1/26/2005 8/1/2006	78/554,218 3,122,879
PRIMEBIOTIX® United States	Registered	2/10/2008 9/1/2009	77/667,714 3,675,969
PROBIOSPHERE® United States	Registered	1/25/2007 12/16/2008	77/091,290 3,547,385
VIABLEND® United States	Registered	3/9/2006 5/20/2008	78/833,603 3,433,064

PATENTS

Patent Title	Inventors	App. No. Filing Date	Patent Number Issue Date	Type/Status Priority Date
Delivery System for Biological Component (AU Nat'l. Phase)	Turner, et al.	2002330187 9/30/2002	2002330178 9/30/2002	Issued 9/28/2001
Tablets Containing Heat Sensitive Materials and Method for Forming Thereof (US)	Turner, et al.	09/904,807 7/13/2001	6,627,220 9/30/2003	Issued n/a
Delivery System for Biological Component (SG Nat'l. Phase)	Turner, et al.	200401685-3 9/30/2002	1,036,11 5/31/2006	Issued 9/28/2001
Tablets Containing Heat Sensitive Materials and Method for Forming Thereof (Div)	Turner, et al.	10/675,144 9/29/2003	7,150,623 12/19/2006	Issued 7/13/2001
Delivery System for Biological Component (RU Nat'l. Phase)	Turner, et al.	2004110617 4/6/2004	2,313,355 12/27/2007	Issued 9/28/2001
Delivery System for Biological Component (CN Nat'l. Phase)	Turner, et al.	ZL 02823678.5 9/30/2002	ZL 02823678.5 4/15/2009	Issued 9/28/2001
Delivery System for Biological Component (KR Nat'l. Phase)	Turner, et al.	10-2004-7004649 3/29/2004	10-0979877 8/27/2010	Issued 9/28/2001
Delivery System for Biological Component (US)	Borek, Tanya, et al.	10/261,639 9/30/2002	8,007,777 8/30/2011	Issued 9/28/2001

Patent Title	Inventors	App. No. Filing Date	Patent Number Issue Date	Type/Status Priority Date
Delivery System for Biological Component (HK Nat'l. Phase)	Nutraceutical, Inc.	04110177 12/22/2004		Pending 9/28/2001
Delivery System for Biological Component (JP Nat'l. Phase)	Turner, et al.	2003-530322 3/29/2004		Pending 9/28/2001
Delivery System for Biological Component (CA Nat'l. Phase)	Borek, et al.	2,461,708 9/30/2002		Pending 9/28/2001
Delivery System for Biological Component (CIP)	Borek, et al.	11/634,397 12/5/2006		Pending 9/28/2001
Delivery System for Biological Component (EU Nat'l. Phase)	Turner, et al.	02766451.5 3/25/2004		Pending 9/28/2001