

Client Code: NUTRI.000GEN

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Nutrition 21, Inc.</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> General Partnership <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Corporation of: NY</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: N21 Acquisition Holding, LLC Internal Address: Suite 202 Street Address: 4 Manhattanville Rd. City: Purchase State: NY ZIP: 10577</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> General Partnership <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Corporation of: NY</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</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures) November 22, 2011</p>	<p>4. Application number(s) or registration number(s):</p> <p>a. Trademark Application No(s):</p> <p>b. Trademark Registration No(s): 2,674,646; 2,674,651; 2,674,652; 2,854,190; 2,948,444; 3,395,499; 3,362,195; 3,309,819</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: NUTRI.000GEN</p>	<p>6. Total number of applications and registrations involved: 8</p> <p>7. Total fee (37 CFR 1.21(h)): \$320 <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>
<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>	
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p>Kathleen R. Mekjian <u><i>Kathleen R. Mekjian</i></u> <u>June 19, 2012</u> Name of Person Signing Signature Date</p> <p style="text-align: center;">Total number of pages including cover sheet, attachments and document: 10</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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ASSIGNMENTS OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS is made effective as of November 22, 2011, by NUTRITION 21, INC. and NUTRITION 21, LLC (collectively, the "*Assignor*"), to N21 Acquisition Holding, LLC ("*Assignee*").

Assignee and Assignor are parties to an Amended and Restated Asset Purchase and Sale Agreement, entered into and effective as of November 1, 2011 (the "*Agreement*"), pursuant to which Assignee has purchased and acquired the Purchased Assets (as defined in the Agreement), including without limitation all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and trademarks, patent applications and trademark applications, including without limitation, the patents, trademarks, patent applications and trademark applications listed on Annex A attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "*Patents and Trademarks*"). Capitalized terms used herein, but not otherwise defined herein, shall have the meaning ascribed to them in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers, delivers and grants to Assignee, and Assignee hereby accepts the sale, conveyance, assignment, transfer, delivery and grant of, all of Assignor's worldwide right, title and interest in, to and under the Patents and Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent and Trademark, whether arising prior to or subsequent to the date of this Assignment of Patents and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Patents and Trademarks not been made. Assignor hereby authorizes the U.S. Patent and Trademark Office, and, as appropriate, the corresponding officials in the several states as well as the corresponding officials in foreign countries, to record Assignee as the owner of the Patents and Trademarks assigned by Assignor to Assignee pursuant to this Assignment of Patents and Trademarks and issue in accordance with this Agreement all registrations of such Patents and Trademarks and all applications for any of the same, which are assigned to Assignee by this Agreement or which relate to the subject matter so assigned. Assignor further agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment of Patents and Trademarks, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. Assignor will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for the Patents and Trademarks before any administrative, government or other tribunal.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents and Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

[SIGNATURE PAGE TO FOLLOW]

NUTRITION 21, INC.

By: Alan Kirschbaum
Name: Alan Kirschbaum
Title: CFO

NUTRITION 21, LLC

By: Alan Kirschbaum
Name: Alan Kirschbaum
Title: CFO

ASSIGNEE

N21 ACQUISITION HOLDING, LLC

By: _____
Name:
Title:

SIGNATURE PAGE TO N21 ACQUISITION HOLDING, LLC INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents and Trademarks as of the date first above written.

NUTRITION 21, INC.


By: _____
Name:
Title:

NUTRITION 21, LLC

By: _____
Name:
Title:

ASSIGNEE

N21 ACQUISITION HOLDING, LLC

By: 
Name: Michael Satow
Title: CEO

Annex A

Miscellaneous Patents

Table with columns: #, Inventor, Patent Class, Case No., Title of Invention, Country, Status, Application No., Patent No., Filing Date, Pub. Date, Reproduction, Publication Number, Publication Date. Contains numerous patent entries related to medical treatments and pharmaceuticals.

Nisin Related Patents

United States	Patent # 5,760,026
Australia Patent	Patent # 672384
New Zealand	Patent # 249007
New Zealand	Patent # 299034
New Zealand	Patent # 310798
United States	Patent # 5,762,948
United States	Patent # 5,985,823
United States	Patent # 5,135,910
United States	Patent # 5,763,395
United States	Patent # 5,559,096
United States	Patent # 5,958,873

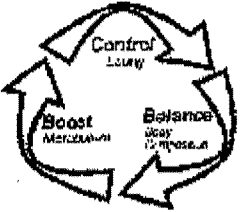

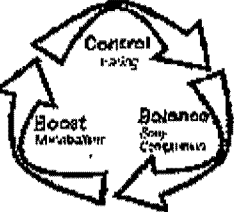
Lysostaphin Related Patents

Australia	Patent # 2004201269
Germany	Patent # 1107722
European Patent Convention	Patent # 1107722
France	Patent # 1107722
United Kingdom	Patent # 1107722
United States of America	Patent # 6,028,051
United States of America	Patent # 6,569,830
United States of America	Patent # 7,122,514
United States of America	Patent # 7,078,377
Australia	Patent # 754806
Canada	Patent # 2297083
Germany	Patent # 1001804
European Patent Convention	Patent # 1001804
France	Patent # 1001804
United Kingdom	Patent # 1001804
United States of America	Patent # 6,156,332
United States of America	Patent # 5,804,549
United States of America	Patent # 5,866,539
United States of America	Patent # 5,858,962
Canada	Patent # 1340850
United States of America	Patent # 5,910,479
United States of America Published	11/445,289
Japan Pending	2000-503861

Trademarks in the Name of Nutrition 21, LLC

Trademark	Registration Number	Registration Date
CHROMAX	1,837,663	05/31/1994
CHROMAX	1,937,056	11/21/1995
CHROMAX II	1,590,459	04/10/1990
NUTRITION 21	2,024,986	12/24/1996
SELENOMAX	2,005,236	10/01/1996
SELENO PURE	2,626,190	09/24/2002
ZENERGEN	2,940,546	04/12/2005
ZINMAX	2,024,537	12/17/1996

Trademarks in the Name of Nutrition 21, Inc.

Trademark	Registration No. (Application Number)	Registration Date (Application Date)
	2,674,646	01/14/2003
	2,674,651	01/14/2003
	2,674,652	01/14/2003
CORE4LIFE CHROMAX	(77/069,235)	(12/21/2006)
DIACHROME	2,854,190	06/15/2004
DIACHROME	2,948,444	05/10/2005
Diachrome	(77/209,714)	(06/19/2007)
PERFECT 3	(78/904,417)	(06/09/2006)

Foreign Trademarks in the Name of Nutrition 21, Inc.

Trademark	Country	Registration No. (Application Number)	Registration Date (Application Date)
BRITE BITES	CTM	1,131,952	02/01/2001
CHROMAX	Canada	TMA483841	10/09/1997
CHROMAX	CTM	3,244,829	07/04/2006
SELENOMAX	CTM	(5,605,845)	(01/10/2007)
SELENOMAX	South Africa	(2007/03416)	(02/21/2007)
SWEET SUPPORT	CTM	1,308,394	12/22/2000