

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |  |                |                                     |
|---|--|----------------|-------------------------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                               |                |                                     |
| NATURE OF CONVEYANCE:   | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                |                                     |
| CONVEYING PARTY DATA  |  |                |                                     |
| Name  | Formerly                                     | Execution Date | Entity Type                         |
| Nutrition 21, LLC   |  | 11/22/2011     | LIMITED LIABILITY COMPANY: NEW YORK |
| RECEIVING PARTY DATA  |  |                |                                     |
| Name:   | N21 Acquisition Holding, LLC                 |                |                                     |
| Street Address:   | 4 Manhattanville Rd.                         |                |                                     |
| Internal Address:   | Suite 202                                    |                |                                     |
| City:   | Purchase                                     |                |                                     |
| State/Country:  | NEW YORK                                     |                |                                     |
| Postal Code:  | 10577  |                |                                     |
| Entity Type:  | LIMITED LIABILITY COMPANY: DELAWARE          |                |                                     |
| PROPERTY NUMBERS Total: 8   |  |                |                                     |
| Property Type   | Number                                       | Word Mark      |                                     |
| Registration Number:  | 1837663                                      | CHROMAX        |                                     |
| Registration Number:  | 1937056                                      | CHROMAX        |                                     |
| Registration Number:  | 1590459                                      | CHROMAX II     |                                     |
| Registration Number:  | 2024986                                      | NUTRITION 21   |                                     |
| Registration Number:  | 2005236                                      | SELENOMAX      |                                     |
| Registration Number:  | 2626190                                      | SELENO PURE    |                                     |
| Registration Number:  | 2940546                                      | ZENERGEN       |                                     |
| Registration Number:  | 2024537                                      | ZINMAX         |                                     |
| CORRESPONDENCE DATA   |  |                |                                     |
| Fax Number:   | 9497600404                                   |                |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                |                                     |
| Phone:  | 858-707-4000                                 |                |                                     |

OP \$215.00 1837663

Email: catherine.tolo@knobbe.com  
Correspondent Name: Knobbe, Martens, Olson & Bear, LLP  
Address Line 1: 2040 Main Street, 14th Floor  
Address Line 4: Irvine, CALIFORNIA 92614

|                         |                       |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | NUTRI.000GEN          |
| NAME OF SUBMITTER:      | Kathleen R. Mekjian   |
| Signature:              | /Kathleen R. Mekjian/ |
| Date:                   | 07/06/2012            |

**Total Attachments: 9**

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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]

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: Alf Kurl  
Name: Alf Kurl  
Title: CFO

NUTRITION 21, LLC

By: Alf Kurl  
Name: Alf Kurl  
Title: CFO

ASSIGNEE

N21 ACQUISITION HOLDING, LLC

By: \_\_\_\_\_  
Name:  
Title:

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



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

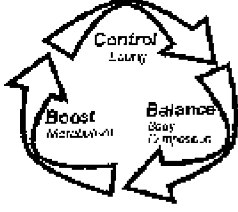

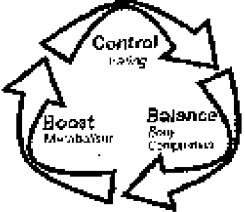
|                                    |                     |
|------------------------------------|---------------------|
| Australia                          | Patent # 2004201269 |
| Germany                            | Patent # 1107722    |
| European Patent Convention         | Patent # 1107722    |
| 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**

| <b>Trademark</b> | <b>Registration Number</b> | <b>Registration Date</b> |
|------------------|----------------------------|--------------------------|
| 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.**

| <b>Trademark</b>  | <b>Registration No.<br/>(Application Number)</b> | <b>Registration Date<br/>(Application Date)</b> |
|---|--|---|
|    | 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                                      |
| <b>Diachrome</b>  | (77/209,714)                                     | (06/19/2007)                                    |
| PERFECT 3   | (78/904,417)                                     | (06/09/2006)                                    |

**Foreign Trademarks in the Name of Nutrition 21, Inc.**

| <b>Trademark</b> | <b>Country</b> | <b>Registration No.<br/>(Application Number)</b> | <b>Registration Date<br/>(Application Date)</b> |
|------------------|----------------|--|---|
| 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                                      |