

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
Nutrition Physiology Company, LLC		07/17/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Fifth Third Bank
Street Address:	1225 Seventeenth Street, Suite 2850
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	CORPORATION: OHIO

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1876811	BOVAMINE
Registration Number:	4086708	THE LEADER IN MICROBIAL TECHNOLOGY
Serial Number:	77801998	LACTIGUARD
Serial Number:	85577819	BRINGING FEED TO LIFE
Serial Number:	85260180	PRODEFENSE

**CORRESPONDENCE DATA**

Fax Number: 3033225800  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 303-394-7212  
 Email: bduggan@ckbrlaw.com  
 Correspondent Name: Bridget Duggan  
 Address Line 1: 270 St. Paul Street, Suite 200  
 Address Line 4: Denver, COLORADO 80206

NAME OF SUBMITTER:	Michael D. Killin	<b>TRADEMARK</b>
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OP \$140.00 1876811

Signature:	/Michael D. Killin Attorney in Fact/
Date:	07/19/2012
Total Attachments: 6 source=Trademark Sec.Agreement.final#page1.tif source=Trademark Sec.Agreement.final#page2.tif source=Trademark Sec.Agreement.final#page3.tif source=Trademark Sec.Agreement.final#page4.tif source=Trademark Sec.Agreement.final#page5.tif source=Trademark Sec.Agreement.final#page6.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 17, 2012, by NUTRITION PHYSIOLOGY COMPANY, LLC, a Delaware limited liability company, (the "Grantor"), in favor of FIFTH THIRD BANK, an Ohio state-chartered banking corporation ("Bank")

### WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of July 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor and Bank, Bank has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein, and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce it to make extensions of credit to Grantor thereunder, Grantor hereby agrees with Bank as follows:

#### *Section 1. Defined Terms*

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

#### *Section 2. Grant of Security Interest in Trademark Collateral*

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Liabilities, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Bank, and grants to Bank a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- a. all of its trademarks and trademark licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto (collectively and respectively "Trademarks" and "Trademark Licenses");
- b. all reissues, continuations or extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- d. all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the

goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

*Section 3. Security Agreement*

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms of the Loan Agreement provide, among other things, that transfer, licensing or sub-licensing of the Trademark Collateral are prohibited except in certain circumstances.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NUTRITION PHYSIOLOGY  
COMPANY, LLC**

By David J. D.  
Its CEO

ACCEPTED AND AGREED  
as of the date first above written:

**FIFTH THIRD BANK**

By \_\_\_\_\_  
Its \_\_\_\_\_

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NUTRITION PHYSIOLOGY  
COMPANY, LLC**

By \_\_\_\_\_  
Its \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

**FIFTH THIRD BANK**

By   
Its Vice President

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
*Trademark Registrations*

**A. REGISTERED TRADEMARKS**

See Attached

**B. TRADEMARK APPLICATIONS:**

See Attached

**C. TRADEMARK LICENSES:**

None

**NUTRITION PHYSIOLOGY ACTIVE TRADEMARK MATTERS  
DATE OF REPORT — MAY 3, 2012**

MARK NAME	ENTRY	CLASS	GOODS_SERVICES	APPL NO	APPL DATE	REG NO	REG DATE	RENEWAL DATE	STATUS	CURRENT OWNER
LACTIGUARD	AU	001	Bacterial and bacteriological preparations applied to meat, poultry, pork and produce, namely, fresh fruits and vegetables, to decrease pathogens and improve human food safety	1028514	01/27/2010	1028514	07/05/2010	01/27/2020	Registered	Nutrition Physiology Company, LLC
LACTIGUARD	BR	001	Bacterial and bacteriological preparations applied to meat, poultry, pork and produce, namely, fresh fruits and vegetables, to decrease pathogens and improve human food safety	830528822	02/10/2010				Filed	Nutrition Physiology Company, LLC
LACTIGUARD	CA		Bacterial and bacteriological preparations applied to meat, poultry, pork and produce, namely, fresh fruits and vegetables, to decrease pathogens and improve human food safety	1468184	02/03/2010				Filed	Nutrition Physiology Company, LLC
THE LEADER IN MICROBIAL TECHNOLOGY	CA	042; 044	Testing, analysis, and consultation in the field of livestock feed and livestock feed mixing, namely, providing sodium chloride tests, mixer tests, feed studies, and analysis and consultation concerning the results thereof / Custom mixing and application of feed ingredients to livestock feed	1542454	09/07/2011				Filed	Nutrition Physiology Company, LLC
LACTIGUARD	IB	001	Bacterial and bacteriological preparations applied to meat, poultry, pork and produce, namely, fresh fruits and vegetables, to decrease pathogens and improve human food safety	1028514	01/27/2010	1028514	02/25/2010	01/27/2020	Registered	Nutrition Physiology Company, LLC
THE LEADER IN MICROBIAL TECHNOLOGY	MX	042; 044	Testing, analysis, and consultation in the field of livestock feed and livestock feed mixing, namely, providing sodium chloride tests, mixer tests, feed studies, and analysis and consultation concerning the results thereof / Custom mixing and application of feed ingredients to livestock feed	0070932	09/07/2011			09/07/2021	Filed	Nutrition Physiology Company, LLC
LACTIGUARD	US	001	Bacterial and bacteriological preparations applied to meat, poultry, pork and produce, namely, fresh fruits and vegetables, to decrease pathogens and improve human food safety	77/801,998	08/11/2009				Filed	Nutrition Physiology Company, LLC
BOVAMINE	US	031	Animal feed additive, namely naturally occurring strains of microorganisms that are supplemented into the feed and water of livestock and poultry	74/493,075	02/22/1994	1,876,811	01/31/1995	01/31/2015	Registered	Nutrition Physiology Company, LLC
BRINGING FEED TO LIFE	US	005	Animal feed additive, namely naturally occurring strains of microorganisms that are supplemented into the feed and water of livestock and poultry	85/577,819	03/23/2012				Filed	Nutrition Physiology Company, LLC
THE LEADER IN MICROBIAL TECHNOLOGY	US	042; 044	Testing, analysis, and consultation in the field of livestock feed and livestock feed mixing, namely, providing sodium chloride tests, mixer tests, feed studies, and analysis and consultation concerning the results thereof / Custom mixing and application of feed ingredients to livestock feed	85/260,162	03/07/2011	4,086,708	01/17/2012	01/17/2022	Registered	Nutrition Physiology Company, LLC
PRODEFENSE	US	031	Animal feed additive, namely naturally occurring strains of microorganisms that are supplemented into the feed and water of livestock and poultry	85/260,180	03/07/2011				Filed	Nutrition Physiology Company, LLC