

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
VitAG Corporation		09/26/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AIS JV, LLC		
Street Address:	c/o Agro-Iron, Inc.		
Internal Address:	201 W. Christina Blvd., Suite 3		
City:	Lakeland		
State/Country:	FLORIDA		
Postal Code:	33813		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3889056	VITAG	
Registration Number:	3866127	BENEFICIAL USEABLE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number: <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7043317448		
Email:	amanda.bryan@klgates.com		
Correspondent Name:	Amanda Bryan		
Address Line 1:	214 North Tryon Street		
Address Line 2:	47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	1303870.00016		
NAME OF SUBMITTER:	Amanda Bryan		

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Signature:	/Amanda Bryan/
Date:	09/27/2013
Total Attachments: 4 source=Trademark_Security_Agreement#page1.tif source=Trademark_Security_Agreement#page2.tif source=Trademark_Security_Agreement#page3.tif source=Trademark_Security_Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated September 26, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “*Pledgors*”) in favor of AIS JV, LLC, as agent (the “*Agent*”) for certain lenders (collectively with the Agent, the “*Lender*”) signatory to that certain Bridge Loan Agreement, dated of even date (the “*Loan Agreement*”), Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, VitAG Holdings, LLC, a Delaware limited liability company and VitAG Corporation, a Delaware corporation (together, the “*Borrower*”), and Agent are parties to the Loan Agreement;

WHEREAS, as a condition precedent to the making of the loan by Agent under the Loan Agreement, each Pledgor has executed and delivered that certain Pledge and Security Agreement, dated September 26, 2013, made by the Pledgors to Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to Agent, a security interest in, among other property, certain intellectual property of the Pledgors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

Grant of Security. Each Pledgor hereby grants to Agent a security interest in all of such Pledgor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term “Collateral,” shall not include, any Excluded Property (as defined in the Security Agreement).

Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Trademark Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement) of such Pledgor now or hereafter existing under or in respect of the Loan Agreement and other Loan Documents (as such documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to Agent under the Loan Agreement but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Pledgor.

Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

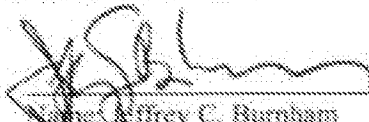
Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

VITAG HOLDINGS LLC

By: 
Name: Jeffrey C. Burnham
Title: President

VITAG CORPORATION

By: 
Name: Jeffrey C. Burnham
Title: President

Schedule A

PLEDGOR	MARK	REG. NO. AND DATE	APP. NO. FILING DATE
VITAG CORPORATION	VITAG	3,889,056 December 14, 2010 Principal Register	77/943,959 (02/24/2010)
VITAG CORPORATION	A BENEFICIAL REUSE TECHNOLOGY	3,866,127 October 19, 2010 Supplemental Register	77/944,005 (02/24/2010)