

FEB 26 2009

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RECORDATION FORM COVER SHEET
PATENTS ONLY

103550442

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Heska Corporation
1613 Prospect Parkway
Fort Collins, CO 80525

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 30, 2003

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Wells Fargo Business Credit, Inc.

Internal Address: MAC C7300-210

Street Address: 1740 Broadway

City: Denver

State: CO

Country: US Zip: 80274

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Exhibit A, Addendum 1 entitled "Patent Applications"
(30 patent applications listed)

B. Patent No.(s)

See Exhibit A, Addendum 2 entitled "Issued Patents"
(128 issued patents listed)

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: James A. Pinto

Internal Address: Suite 2200

Street Address: 410 Seventeenth Street

City: Denver

State: CO Zip: 80202

Phone Number: 303.223.1195

Fax Number: 303.223.0995

Email Address: jpinto@bhfs.com

6. Total number of applications and patents involved: 158

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 6,320.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 02/27/2009 MJAMA1 00000034 10433140

Authorized US-0021 Name 6320.00-00

9. Signature:

James A. Pinto
Signature

2-26-09

Date

James A. Pinto
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

21

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**EXHIBIT A, ADDENDUM 1
PATENT APPLICATIONS**

U.S. Issued Patents and Pending Patent Applications owned solely by Heska Corporation (as of December 31, 2008)

TITLE	APPLICATION NUMBER	FILE DATE
Flea GABA Receptor Subunit Nucleic Acid Molecules, Proteins and Uses Thereof	10/433,140	5/30/2003
Equine Intranasal Delivery System	10/941,727	9/15/2004
Novel Anti-Feline Albumin Antibodies and Methods of Detecting Early Renal Disease	10/550,563	9/27/2005
Canine IL-13 Nucleic Acid Molecules and Fragments Thereof	11/369,203	3/6/2006
Canine COX-2 Nucleic Acid Molecules	11/372,770	3/10/2006
Feline Granulocyte Macrophage Colony Stimulating Factor Nucleic Acid Molecules	11/374,406	7/14/2006
Novel Dermatophagoides Proteins and Uses Thereof	11/506,444	8/18/2006
Feline IL-18 Nucleic Acid Molecules	11/514,728	9/1/2006
Flea Head, Nerve Cord, Hindgut and Malpighian Tubule Nucleic Acid Molecules, Proteins and Uses Thereof	11/565,729	12/1/2006
Novel Ectoparasite Saliva Proteins	11/611,011	12/14/2006
Methods of Detecting Early Renal Disease in Animals	11/627,784	1/26/2007
Feline Immunoglobulin E Proteins and Compositions Thereof	11/676,048	2/16/2007
Alphavirus Expression Vectors and Uses Thereof	11/681,869	3/5/2007
Method to Detect IgE	11/683,854	3/8/2007
Novel Flea Saliva Protein	11/694,771	3/30/2007
Flea Ultraspiracle Nucleic Acid Molecules	11/697,551	4/6/2007
Methods of Using An Equine Fc Epsilon Receptor Alpha Chain Protein	11/749,660	5/16/2007
Flea Peritrophin Nucleic Acid Molecules	11/778,533	7/16/2007

EXHIBIT A, ADDENDUM 1
PATENT APPLICATIONS

U.S. Issued Patents and Pending Patent Applications owned solely by Heska Corporation (as of December 31, 2008)

Novel Dermatophagoides Proteins	11/836,317	8/9/2007
Cationic Lipid-Mediated Enhancement of Nucleic Acid Immunization of Cats	11/866,558	10/3/2007
Novel Carboxylesterase Nucleic Acid Molecules, Proteins and Uses Thereof	12/013,262	1/11/2008
Flea Head, Nerve Cord, Hindgut and Malpighian Tubule Nucleic Acid Molecules, Proteins and Uses Thereof	12/034,516	2/20/2008
Antibodies to Flea Allantoinase Proteins	12/051,564	3/19/2008
Canine IgG Nucleic Acid Molecules	12/116,590	5/7/2008
Canine and Feline B7-1 Nucleic Acid Molecules	12/127,383	5/27/2008
Feline IL-18 Nucleic Acid Molecules	12/128,440	5/28/2008
Toxoplasma Gondii Nucleic Acid Molecules	12/138,512	6/13/2008
Parasitic Helminth Cuticlin Proteins and Uses Thereof	12/143,153	6/20/2008
Flea Octopamine Receptor Nucleic Acid Molecules, Proteins and Uses Thereof	12/200,456	8/28/2008
Canine IL-5 Proteins and Fragments Thereof	12/234,136	9/19/2008

TITLE	U.S. PATENT NUMBER
Flea Midgut-Supernatant Vaccines	5,356,622
Flea Membrane Binding Site Proteins as Screening Tools	5,418,137
Dirofilaria immitis GP29 Proteins, Nucleic Acid Molecules and Uses Thereof	5,569,603
Dirofilaria immitis GP29 Proteins, Nucleic Acid Molecules and Uses Thereof	5,618,532
Novel Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	5,646,115
Parasitic Helminth Macrophage Migration Inhibitory Factor Proteins, Nucleic Acid Molecules and Uses Thereof	5,681,724
Novel Parasite Protease Genes and Proteins	5,691,186
Flea Protease Proteins, Nucleic Acid Molecules and Uses Thereof	5,712,143
Parasitic Helminth Larval Thiol Specific Antioxidant Proteins and Nucleic Acid Molecules	5,744,593
Novel Parasite Protease Genes and Proteins	5,750,391
Recombinant Packaging Defective Sindbis Virus Vaccines	5,766,602

EXHIBIT A, ADDENDUM 2

ISSUED PATENTS

U.S. Issued Patents and Pending Patent Applications owned solely by Heska Corporation (as of December 31,2008)

TITLE	U.S. PATENT NUMBER
Use of Protease Inhibitors and Protease Vaccines to Protect Animals From Flea Infestation	5,766,609
Parasitic Helminth Venom Allergen Antigen 5-Like Genes and Proteins	5,789,194
Novel Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	5,795,862
Dirofilaria and Brugia Ankyrin Proteins, Nucleic Acid Molecules, and Uses Thereof	5,824,306
Dirofilaria and Brugia Ankyrin Proteins, Nucleic Acid Molecules, and Uses Thereof	5,827,692
Novel Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	5,840,695
Bioassay System for Arthropods Which Elastically Attaches to an Animal	5,849,262
Dirofilaria immitis GP29 Proteins, Nucleic Acid Molecules and Uses Thereof	5,866,126
Ectoparasite Saliva Proteins and Apparatus to Collect Ectoparasite Such Proteins	5,927,230
Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	5,932,470

TITLE	U.S. PATENT NUMBER
Ectoparasite Histamine Releasing Factor, Genes and Uses Thereof	5,952,194
Method to Detect IgE	5,958,880
Flea Protease Proteins, Nucleic Acid Molecules and Uses Thereof	5,962,257
Inhibition of the Binding of Human IgE to Its Receptor by Tetracyclic Compounds for the Alleviation of IgE-Mediated Immune Response	5,965,605
Flea Protease Proteins, Nucleic Acid Molecules and Uses Thereof	5,972,645
Parasitic Helminth Larval Thiol Specific Antioxidant Proteins, Nucleic Acid Molecules and Uses Thereof	6,031,077
Novel Flea Epoxide Hydrolase Nucleic Acid Molecules, Proteins and Uses Thereof	6,037,160
Equine Fc Epsilon Receptor Alpha Chain Nucleic Acid Molecules and Uses Thereof	6,057,127
Method to Detect Canine IgE and Kit Therefor	6,060,326
Dirofilaria and Brugia Ankyrin Proteins, Nucleic Acid Molecules, and Uses Thereof	6,063,599
Novel Carboxylesterase Nucleic Acid Molecules, Proteins and Uses Thereof	6,063,610

EXHIBIT A, ADDENDUM 2

ISSUED PATENTS

U.S. Issued Patents and Pending Patent Applications owned solely by Heska Corporation (as of December 31, 2008)

TITLE	U.S. PATENT NUMBER
Ectoparasite Histamine Releasing Factor, Genes and Uses Thereof	6,063,902
Flea Aminopeptidase Nucleic Acid Molecules and Uses Thereof	6,077,687
Feline FC Epsilon Receptor Alpha Chain Nucleic Acid Molecules and Uses Thereof	6,103,494
Delivery Method for Recombinant Raccoon Poxvirus	6,106,841
Flea Aminopeptidase Proteins and Uses Thereof	6,121,035
Parasitic Helminth DiAg2 Proteins, Nucleic Acid Molecules, and Uses Thereof	6,136,963
Methods of Eliciting an Antibody Response Using Flea Protease Proteins and Homologs Thereof	6,139,840
Flea Epoxide Hydrolase Nucleic Acid Molecules, Proteins and Uses Thereof	6,143,542
Flea Protease Proteins	6,146,870
Flea Protease Proteins and Uses Thereof	6,150,125
Flea Epoxide Hydrolase Proteins and Uses Thereof	6,153,397
Flea Protease Proteins, Nucleic Acid Molecules and Uses Thereof	6,156,556

TITLE	U.S. PATENT NUMBER
Detection of Anti-FcEpsilonR Autoantibodies in Asthmatics	6,165,799
Flea Protease Proteins and Uses Thereof	6,177,258 B1
Flea Leucine Aminopeptidase Proteins and Uses Thereof	6,180,383 B1
Method and Composition to Protect an Obligate Carnivore From a Disease of Abnormal Carbohydrate Metabolism	6,203,825 B1
Flea Protease Proteins, Nucleic Acid Molecules and Uses Thereof	6,204,010 B1
Parasitic Helminth Macrophage Migration Inhibitory Factor Proteins, Nucleic Acid Molecules and Uses Thereof	6,207,158 B1
Flea Protease Proteins, Nucleic Acid Molecules, and Uses Thereof	6,210,920 B1
Flea Leucine Aminopeptidase Nucleic Acid Molecules and Uses Thereof	6,214,579 B1
Flea Serine Protease Nucleic Acid Molecules and Uses Thereof	6,232,096 B1
Parasitic Helminth Cuticlin Nucleic Acid Molecules and Uses Thereof	6,248,329 B1
Parasitic Nematode Transglutaminase Nucleic Acid Molecules and Uses Thereof	6,248,872 B1

TITLE	U.S. PATENT NUMBER
Parasite Astacin Metalloendopeptidase Proteins	6,265,198 B1
Apparatus and Method for Evaluating Cardiac Functions	6,266,549 B1
Parasite Astacin Metalloendoprotease Nucleic Acid Molecules and Uses Thereof	6,281,345 B1
Feline Fc Epsilon Receptor Alpha Chain Nucleic Acid Molecules	6,284,881 B1
Anti-Flea Epoxide Hydrolase Antibodies and Uses Thereof	6,290,958 B1
Novel Carboxylesterase Nucleic Acid Molecules and Uses Thereof	6,291,222 B1
PCR Methods and Materials	6,300,072 B1
Method and Apparatus for Measuring Cardiac Output	6,322,518 B1
Dirofilaria and Brugia Ankyrin Proteins and Uses Thereof	6,365,569 B1
Parasitic Helminth Cuticlin Nucleic Acid Molecules and Uses Thereof	6,368,600 B1
Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	6,368,846 B1
Flea Serine Protease Inhibitor Proteins	6,372,887 B1

TITLE	U.S. PATENT NUMBER
Parasitic Nematode Transglutaminase Nucleic Acid Molecules and Uses Thereof	6,383,774 B1
Method to Detect Dirofilaria Immitis Infection	6,391,569 B1
Parasitic Helminth DiAg2 Proteins and Uses Thereof	6,392,017 B1
Intranasal Delivery System	6,398,774 B1
Flea Protease Proteins, Nucleic Acid Molecules and Uses Thereof	6,406,900 B1
Canine Low Affinity IgE Receptor (CD23) Nucleic Acid Molecules and Uses Thereof	6,410,714 B1
Flea Chitinase Nucleic Acid Molecules and Uses Thereof	6,416,977 B1
Electrode for Evaluating Cardiac Functions Via Esophagus	6,438,400 B1
Anti-Parasitic Helminth Macrophage Migration Inhibitory Factor Antibodies and Uses Thereof	6,455,039 B2
Dermatophagoides Nucleic Acid Molecules, Proteins and Uses Thereof	6,455,686 B1
Flea Allantoinase Nucleic Acid Molecules, Proteins and Uses Thereof	6,469,152 B2

TITLE	U.S. PATENT NUMBER
Serine Protease Inhibitor Nucleic Acid Molecules and Uses Thereof	6,479,253 B1
Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	6,485,968 B1
Flea Ecdysone and Ultraspiracle Nucleic Acid Molecules, Proteins and Uses Thereof	6,489,140 B1
Antiparasitic Helminth Larval Thiol Specific Antioxidant Antibodies and Uses Thereof	6,489,448 B1
Methods for the Detection of Encysted Parasites	6,514,694 B2
Haemobartonella PCR Methods and Materials	6,518,020 B1
Haemobartonella PCR Methods and Materials	6,558,909 B2
Feline Immunoglobulin E Molecules and Compositions Thereof	6,573,372 B2
Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	6,576,238 B1
Flea Peritrophin Nucleic Acid Molecules, Proteins and Uses Thereof	6,576,750 B1
Equine Fc Epsilon Receptor Alpha Chain Proteins and Uses Thereof	6,582,701 B1

TITLE	U.S. PATENT NUMBER
Methods for the Detection of Amino Acid Decarboxylases	6,586,173 B2
Canine COX-2 Nucleic Acid Molecules and Uses Thereof	6,638,744 B2
Carboxylesterase Nucleic Acid Molecules, Proteins and Uses Thereof	6,664,090 B1
Anti-Parasite Astacin Metalloendopeptidase Antibodies	6,673,345 B2
Compositions and Methods Related to Canine IgG and Canine IL-13 Receptor	6,703,360 B2
Kits and Compositions for the Detection of Haemobartonella	6,759,531 B2
Flea Ecdysone Nucleic Acid Molecules and Uses Thereof	6,767,721 B2
Cationic Lipid-Mediated Enhancement of Nucleic Acid Immunization of Cats	6,770,282 B1
Parasitic Helminth Cuticlin Proteins and Uses Thereof	6,773,712 B2
Canine and Feline Proteins, Nucleic Acid Molecules and Uses Thereof	6,818,444 B2
Canine and Feline B7-2 Nucleic Acid Molecules and Uses Thereof	6,852,847 B1

TITLE	U.S. PATENT NUMBER
Anti-Equine Fc Epsilon Receptor Alpha Chain Antibodies and Method to Detect IgE	6,887,672 B2
Flea Allantoinase Proteins and Uses Thereof	6,905,682 B2
Canine IL-13 Nucleic Acid Molecules and Uses Thereof	7,026,139 B2
Methods for the Detection of Encysted Parasites	7,052,899 B2
Canine and Feline B7-2 Proteins, Compositions and Uses Thereof	7,053,181 B2
Canine IL-4 Nucleic Acid Molecules and Uses Thereof	7,078,506 B2
Novel Dermatophagoides Proteins and Uses Thereof	7,128,921 B1
Ectoparasite Saliva Proteins	7,166,693 B2
Methods for Detecting Early Renal Disease in Animals	7,172,873 B2
Canine IL-5 Nucleic Acid Molecules	7,183,080 B2
Feline Immunoglobulin E Molecules and Related Methods	7,183,386 B2
Intranasal Delivery System	7,204,822 B1
Feline IL-12 Single Chain Nucleic Acid Molecules	7,205,143 B2

TITLE	U.S. PATENT NUMBER
Flea Ultraspiracle Nucleic Acid Molecules and Uses Thereof	7,208,589 B2
Canine IL-4 Immunoregulatory Proteins and Uses Thereof	RE39,614 E (Reissue)
Canine COX-1 Nucleic Acid Molecules and Fragments Thereof	7,223,578 B2
Equine Fc Epsilon Receptor Alpha Chain Protein	7,226,996 B2
Flea Peritrophin Nucleic Acid Molecules, Proteins and Uses Thereof	7,247,447 B2
Novel Dermatophagoides Proteins and Uses Thereof	7,256,263 B2
Cationic Lipid-Mediated Enhancement of Nucleic Acid Immunization of Cats	7,314,627 B2
Flea Head, Nerve Cord, Hindgut and Malpighian Tubule Proteins	7,348,410 B2
Canine IL-13 Receptor Alpha-1 Subunit Nucleic Acid Molecules	7,378,275 B2
Canine and Feline B7-1 Nucleic Acid Molecules	7,385,045 B2
Canine IL-13 Immunoregulatory Proteins and Uses Thereof	RE40,374 E (Reissue)
Parasitic Helminth Cuticlin Proteins and Uses Thereof	7,396,536 B2

EXHIBIT A, ADDENDUM 2

ISSUED PATENTS

U.S. Issued Patents and Pending Patent Applications owned solely by Heska Corporation (as of December 31,2008)

TITLE	U.S. PATENT NUMBER
Toxoplasma Gondii Proteins	7,396,909 B2
Flea Octopamine Receptor Nucleic Acid Molecules, Proteins and Uses Thereof	7,419,793 B2
Canine IL-5 Proteins and Fragments Thereof	7,427,661 B2

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of April 30, 2003, is made by and between Heska Corporation, a Delaware corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Business Credit, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Debtor and the Secured Party are parties to a Second Amended and Restated Credit and Security Agreement dated as of June 14, 2000 (as amended, and as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) Existence; Authority. The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date indicated therein, or to which the Debtor has a right as of the date indicated therein to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date indicated therein. Debtor shall provide the Secured Party an updated Exhibit A each March 31 and September 30 for acceptance by Secured Party. If no written objection is received from Secured Party within five (5) business days after receipt, the updated Exhibit A shall be deemed to be accepted by the Secured Party.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date indicated therein and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date indicated therein; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). Debtor shall provide the Secured Party an updated Exhibit B each March 31 and September 30 for acceptance by Secured Party. If no written objection is received from Secured Party within five (5) business days after receipt, the updated Exhibit B shall be deemed to be accepted by the Secured Party.

(d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or

has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(c) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent. Notwithstanding the foregoing, the Debtor shall have the right to license any Patent or Trademark to a third party, provided such license is entered into for fair value and in the ordinary course of business.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense and using commercially reasonable efforts maintain the Patents and the Trademarks to the extent reasonably advisable in its business and in the same manner as if this Agreement had not been entered into including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if an Event of Default has occurred and is continuing and the Debtor notifies the Secured Party

that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and during the continuance thereof, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Colorado without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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

Heska Corporation
1613 Prospect Parkway
Fort Collins, Colorado 80525

HESKA CORPORATION

By Jason Napolitano
Jason Napolitano
Executive Vice President and
Chief Financial Officer

Wells Fargo Business Credit, Inc.
MAC C7300-210
1740 Broadway
Denver, Colorado 80274

WELLS FARGO BUSINESS CREDIT, INC.

By Chris Porter
Chris Porter, Vice President

STATE OF COLORADO)
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 30 day of April 2003, by Jason Napolitano, Executive Vice President and Chief Financial Officer of Heska Corporation, a Delaware corporation, on behalf of the corporation.

Susan A. Gordon
Notary Public *My commission expires*
Nov. 22, 2004.

STATE OF Colorado)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 30 day of April, 2003, by Chris Porter, a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires
5/23/2005



Security Agreement

-6-

DN 199311.2 57131 00358

PATENT
REEL: 022354 FRAME: 0190

**EXHIBIT A, ADDENDUM 1
PATENT APPLICATIONS**

U.S. Issued Patents and Pending Patent Applications owned solely by Heska Corporation (as of December 31, 2008)

TITLE	APPLICATION NUMBER	FILE DATE
Flea GABA Receptor Subunit Nucleic Acid Molecules, Proteins and Uses Thereof	10/433,140	5/30/2003
Equine Intranasal Delivery System	10/941,727	9/15/2004
Novel Anti-Feline Albumin Antibodies and Methods of Detecting Early Renal Disease	10/550,563	9/27/2005
Canine IL-13 Nucleic Acid Molecules and Fragments Thereof	11/369,203	3/6/2006
Canine COX-2 Nucleic Acid Molecules	11/372,770	3/10/2006
Feline Granulocyte Macrophage Colony Stimulating Factor Nucleic Acid Molecules	11/374,406	7/14/2006
Novel Dermatophagoides Proteins and Uses Thereof	11/506,444	8/18/2006
Feline IL-18 Nucleic Acid Molecules	11/514,728	9/1/2006
Flea Head, Nerve Cord, Hindgut and Malpighian Tubule Nucleic Acid Molecules, Proteins and Uses Thereof	11/565,729	12/1/2006
Novel Ectoparasite Saliva Proteins	11/611,011	12/14/2006
Methods of Detecting Early Renal Disease in Animals	11/627,784	1/26/2007
Feline Immunoglobulin E Proteins and Compositions Thereof	11/676,048	2/16/2007
Alphavirus Expression Vectors and Uses Thereof	11/681,869	3/5/2007
Method to Detect IgE	11/683,854	3/8/2007
Novel Flea Saliva Protein	11/694,771	3/30/2007
Flea Ultraspiracle Nucleic Acid Molecules	11/697,551	4/6/2007
Methods of Using An Equine Fc Epsilon Receptor Alpha Chain Protein	11/749,660	5/16/2007
Flea Peritrophin Nucleic Acid Molecules	11/778,533	7/16/2007

EXHIBIT A, ADDENDUM 1
PATENT APPLICATIONS

U.S. Issued Patents and Pending Patent Applications owned solely by Heska Corporation (as of December 31, 2008)

Novel Dermatophagoides Proteins	11/836,317	8/9/2007
Cationic Lipid-Mediated Enhancement of Nucleic Acid Immunization of Cats	11/866,558	10/3/2007
Novel Carboxylesterase Nucleic Acid Molecules, Proteins and Uses Thereof	12/013,262	1/11/2008
Flea Head, Nerve Cord, Hindgut and Malpighian Tubule Nucleic Acid Molecules, Proteins and Uses Thereof	12/034,516	2/20/2008
Antibodies to Flea Allantoinase Proteins	12/051,564	3/19/2008
Canine IgG Nucleic Acid Molecules	12/116,590	5/7/2008
Canine and Feline B7-1 Nucleic Acid Molecules	12/127,383	5/27/2008
Feline IL-18 Nucleic Acid Molecules	12/128,440	5/28/2008
Toxoplasma Gondii Nucleic Acid Molecules	12/138,512	6/13/2008
Parasitic Helminth Cuticlin Proteins and Uses Thereof	12/143,153	6/20/2008
Flea Octopamine Receptor Nucleic Acid Molecules, Proteins and Uses Thereof	12/200,456	8/28/2008
Canine IL-5 Proteins and Fragments Thereof	12/234,136	9/19/2008

TITLE	U.S. PATENT NUMBER
Flea Midgut-Supernatant Vaccines	5,356,622
Flea Membrane Binding Site Proteins as Screening Tools	5,418,137
Dirofilaria immitis GP29 Proteins, Nucleic Acid Molecules and Uses Thereof	5,569,603
Dirofilaria immitis GP29 Proteins, Nucleic Acid Molecules and Uses Thereof	5,618,532
Novel Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	5,646,115
Parasitic Helminth Macrophage Migration Inhibitory Factor Proteins, Nucleic Acid Molecules and Uses Thereof	5,681,724
Novel Parasite Protease Genes and Proteins	5,691,186
Flea Protease Proteins, Nucleic Acid Molecules and Uses Thereof	5,712,143
Parasitic Helminth Larval Thiol Specific Antioxidant Proteins and Nucleic Acid Molecules	5,744,593
Novel Parasite Protease Genes and Proteins	5,750,391
Recombinant Packaging Defective Sindbis Virus Vaccines	5,766,602

EXHIBIT A, ADDENDUM 2

ISSUED PATENTS

U.S. Issued Patents and Pending Patent Applications owned solely by Heska Corporation (as of December 31,2008)

TITLE	U.S. PATENT NUMBER
Use of Protease Inhibitors and Protease Vaccines to Protect Animals From Flea Infestation	5,766,609
Parasitic Helminth Venom Allergen Antigen 5-Like Genes and Proteins	5,789,194
Novel Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	5,795,862
Dirofilaria and Brugia Ankyrin Proteins, Nucleic Acid Molecules, and Uses Thereof	5,824,306
Dirofilaria and Brugia Ankyrin Proteins, Nucleic Acid Molecules, and Uses Thereof	5,827,692
Novel Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	5,840,695
Bioassay System for Arthropods Which Elastically Attaches to an Animal	5,849,262
Dirofilaria immitis GP29 Proteins, Nucleic Acid Molecules and Uses Thereof	5,866,126
Ectoparasite Saliva Proteins and Apparatus to Collect Ectoparasite Such Proteins	5,927,230
Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	5,932,470

TITLE	U.S. PATENT NUMBER
Ectoparasite Histamine Releasing Factor, Genes and Uses Thereof	5,952,194
Method to Detect IgE	5,958,880
Flea Protease Proteins, Nucleic Acid Molecules and Uses Thereof	5,962,257
Inhibition of the Binding of Human IgE to Its Receptor by Tetracyclic Compounds for the Alleviation of IgE-Mediated Immune Response	5,965,605
Flea Protease Proteins, Nucleic Acid Molecules and Uses Thereof	5,972,645
Parasitic Helminth Larval Thiol Specific Antioxidant Proteins, Nucleic Acid Molecules and Uses Thereof	6,031,077
Novel Flea Epoxide Hydrolase Nucleic Acid Molecules, Proteins and Uses Thereof	6,037,160
Equine Fc Epsilon Receptor Alpha Chain Nucleic Acid Molecules and Uses Thereof	6,057,127
Method to Detect Canine IgE and Kit Therefor	6,060,326
Dirofilaria and Brugia Ankyrin Proteins, Nucleic Acid Molecules, and Uses Thereof	6,063,599
Novel Carboxylesterase Nucleic Acid Molecules, Proteins and Uses Thereof	6,063,610

TITLE	U.S. PATENT NUMBER
Ectoparasite Histamine Releasing Factor, Genes and Uses Thereof	6,063,902
Flea Aminopeptidase Nucleic Acid Molecules and Uses Thereof	6,077,687
Feline FC Epsilon Receptor Alpha Chain Nucleic Acid Molecules and Uses Thereof	6,103,494
Delivery Method for Recombinant Raccoon Poxvirus	6,106,841
Flea Aminopeptidase Proteins and Uses Thereof	6,121,035
Parasitic Helminth DiAg2 Proteins, Nucleic Acid Molecules, and Uses Thereof	6,136,963
Methods of Eliciting an Antibody Response Using Flea Protease Proteins and Homologs Thereof	6,139,840
Flea Epoxide Hydrolase Nucleic Acid Molecules, Proteins and Uses Thereof	6,143,542
Flea Protease Proteins	6,146,870
Flea Protease Proteins and Uses Thereof	6,150,125
Flea Epoxide Hydrolase Proteins and Uses Thereof	6,153,397
Flea Protease Proteins, Nucleic Acid Molecules and Uses Thereof	6,156,556

EXHIBIT A, ADDENDUM 2

ISSUED PATENTS

U.S. Issued Patents and Pending Patent Applications owned solely by Heska Corporation (as of December 31,2008)

TITLE	U.S. PATENT NUMBER
Detection of Anti-FcEpsilonR Autoantibodies in Asthmatics	6,165,799
Flea Protease Proteins and Uses Thereof	6,177,258 B1
Flea Leucine Aminopeptidase Proteins and Uses Thereof	6,180,383 B1
Method and Composition to Protect an Obligate Carnivore From a Disease of Abnormal Carbohydrate Metabolism	6,203,825 B1
Flea Protease Proteins, Nucleic Acid Molecules and Uses Thereof	6,204,010 B1
Parasitic Helminth Macrophage Migration Inhibitory Factor Proteins, Nucleic Acid Molecules and Uses Thereof	6,207,158 B1
Flea Protease Proteins, Nucleic Acid Molecules, and Uses Thereof	6,210,920 B1
Flea Leucine Aminopeptidase Nucleic Acid Molecules and Uses Thereof	6,214,579 B1
Flea Serine Protease Nucleic Acid Molecules and Uses Thereof	6,232,096 B1
Parasitic Helminth Cuticlin Nucleic Acid Molecules and Uses Thereof	6,248,329 B1
Parasitic Nematode Transglutaminase Nucleic Acid Molecules and Uses Thereof	6,248,872 B1

TITLE	U.S. PATENT NUMBER
Parasite Astacin Metalloendopeptidase Proteins	6,265,198 B1
Apparatus and Method for Evaluating Cardiac Functions	6,266,549 B1
Parasite Astacin Metalloendoprotease Nucleic Acid Molecules and Uses Thereof	6,281,345 B1
Feline Fc Epsilon Receptor Alpha Chain Nucleic Acid Molecules	6,284,881 B1
Anti-Flea Epoxide Hydrolase Antibodies and Uses Thereof	6,290,958 B1
Novel Carboxylesterase Nucleic Acid Molecules and Uses Thereof	6,291,222 B1
PCR Methods and Materials	6,300,072 B1
Method and Apparatus for Measuring Cardiac Output	6,322,518 B1
Dirofilaria and Brugia Ankyrin Proteins and Uses Thereof	6,365,569 B1
Parasitic Helminth Cuticlin Nucleic Acid Molecules and Uses Thereof	6,368,600 B1
Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	6,368,846 B1
Flea Serine Protease Inhibitor Proteins	6,372,887 B1

TITLE	U.S. PATENT NUMBER
Parasitic Nematode Transglutaminase Nucleic Acid Molecules and Uses Thereof	6,383,774 B1
Method to Detect Dirofilaria Immitis Infection	6,391,569 B1
Parasitic Helminth DiAg2 Proteins and Uses Thereof	6,392,017 B1
Intranasal Delivery System	6,398,774 B1
Flea Protease Proteins, Nucleic Acid Molecules and Uses Thereof	6,406,900 B1
Canine Low Affinity IgE Receptor (CD23) Nucleic Acid Molecules and Uses Thereof	6,410,714 B1
Flea Chitinase Nucleic Acid Molecules and Uses Thereof	6,416,977 B1
Electrode for Evaluating Cardiac Functions Via Esophagus	6,438,400 B1
Anti-Parasitic Helminth Macrophage Migration Inhibitory Factor Antibodies and Uses Thereof	6,455,039 B2
Dermatophagoides Nucleic Acid Molecules, Proteins and Uses Thereof	6,455,686 B1
Flea Allantoinase Nucleic Acid Molecules, Proteins and Uses Thereof	6,469,152 B2

TITLE	U.S. PATENT NUMBER
Serine Protease Inhibitor Nucleic Acid Molecules and Uses Thereof	6,479,253 B1
Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	6,485,968 B1
Flea Ecdysone and Ultraspiracle Nucleic Acid Molecules, Proteins and Uses Thereof	6,489,140 B1
Antiparasitic Helminth Larval Thiol Specific Antioxidant Antibodies and Uses Thereof	6,489,448 B1
Methods for the Detection of Encysted Parasites	6,514,694 B2
Haemobartonella PCR Methods and Materials	6,518,020 B1
Haemobartonella PCR Methods and Materials	6,558,909 B2
Feline Immunoglobulin E Molecules and Compositions Thereof	6,573,372 B2
Ectoparasite Saliva Proteins and Apparatus to Collect Such Proteins	6,576,238 B1
Flea Peritrophin Nucleic Acid Molecules, Proteins and Uses Thereof	6,576,750 B1
Equine Fc Epsilon Receptor Alpha Chain Proteins and Uses Thereof	6,582,701 B1

EXHIBIT A, ADDENDUM 2

ISSUED PATENTS

U.S. Issued Patents and Pending Patent Applications owned solely by Heska Corporation (as of December 31, 2008)

TITLE	U.S. PATENT NUMBER
Methods for the Detection of Amino Acid Decarboxylases	6,586,173 B2
Canine COX-2 Nucleic Acid Molecules and Uses Thereof	6,638,744 B2
Carboxylesterase Nucleic Acid Molecules, Proteins and Uses Thereof	6,664,090 B1
Anti-Parasite Astacin Metalloendopeptidase Antibodies	6,673,345 B2
Compositions and Methods Related to Canine IgG and Canine IL-13 Receptor	6,703,360 B2
Kits and Compositions for the Detection of Haemobartonella	6,759,531 B2
Flea Ecdysone Nucleic Acid Molecules and Uses Thereof	6,767,721 B2
Cationic Lipid-Mediated Enhancement of Nucleic Acid Immunization of Cats	6,770,282 B1
Parasitic Helminth Cuticlin Proteins and Uses Thereof	6,773,712 B2
Canine and Feline Proteins, Nucleic Acid Molecules and Uses Thereof	6,818,444 B2
Canine and Feline B7-2 Nucleic Acid Molecules and Uses Thereof	6,852,847 B1

TITLE	U.S. PATENT NUMBER
Anti-Equine Fc Epsilon Receptor Alpha Chain Antibodies and Method to Detect IgE	6,887,672 B2
Flea Allantoinase Proteins and Uses Thereof	6,905,682 B2
Canine IL-13 Nucleic Acid Molecules and Uses Thereof	7,026,139 B2
Methods for the Detection of Encysted Parasites	7,052,899 B2
Canine and Feline B7-2 Proteins, Compositions and Uses Thereof	7,053,181 B2
Canine IL-4 Nucleic Acid Molecules and Uses Thereof	7,078,506 B2
Novel Dermatophagoides Proteins and Uses Thereof	7,128,921 B1
Ectoparasite Saliva Proteins	7,166,693 B2
Methods for Detecting Early Renal Disease in Animals	7,172,873 B2
Canine IL-5 Nucleic Acid Molecules	7,183,080 B2
Feline Immunoglobulin E Molecules and Related Methods	7,183,386 B2
Intranasal Delivery System	7,204,822 B1
Feline IL-12 Single Chain Nucleic Acid Molecules	7,205,143 B2

EXHIBIT A, ADDENDUM 2**ISSUED PATENTS**

U.S. Issued Patents and Pending Patent Applications owned solely by Heska Corporation (as of December 31, 2008)

TITLE	U.S. PATENT NUMBER
Flea Ultraspiracle Nucleic Acid Molecules and Uses Thereof	7,208,589 B2
Canine IL-4 Immunoregulatory Proteins and Uses Thereof	RE39,614 E (Reissue)
Canine COX-1 Nucleic Acid Molecules and Fragments Thereof	7,223,578 B2
Equine Fc Epsilon Receptor Alpha Chain Protein	7,226,996 B2
Flea Peritrophin Nucleic Acid Molecules, Proteins and Uses Thereof	7,247,447 B2
Novel Dermatophagoides Proteins and Uses Thereof	7,256,263 B2
Cationic Lipid-Mediated Enhancement of Nucleic Acid Immunization of Cats	7,314,627 B2
Flea Head, Nerve Cord, Hindgut and Malpighian Tubule Proteins	7,348,410 B2
Canine IL-13 Receptor Alpha-1 Subunit Nucleic Acid Molecules	7,378,275 B2
Canine and Feline B7-1 Nucleic Acid Molecules	7,385,045 B2
Canine IL-13 Immunoregulatory Proteins and Uses Thereof	RE40,374 E (Reissue)
Parasitic Helminth Cuticlin Proteins and Uses Thereof	7,396,536 B2

EXHIBIT A, ADDENDUM 2**ISSUED PATENTS**

U.S. Issued Patents and Pending Patent Applications owned solely by Heska Corporation (as of December 31,2008)

TITLE	U.S. PATENT NUMBER
Toxoplasma Gondii Proteins	7,396,909 B2
Flea Octopamine Receptor Nucleic Acid Molecules, Proteins and Uses Thereof	7,419,793 B2
Canine IL-5 Proteins and Fragments Thereof	7,427,661 B2