

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2658085

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
WELLMARK INTERNATIONAL	12/05/2013

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, AS ADMINISTRATIVE AGENT
Street Address:	303 PEACHTREE STREET
Internal Address:	23RD FLOOR
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30308

PROPERTY NUMBERS Total: 17

Property Type	Number
Application Number:	29237684
Application Number:	13026170
Application Number:	11064442
Application Number:	29462659
Application Number:	13419365
Application Number:	29460146
Application Number:	29407663
Application Number:	29237686
Application Number:	12406808
Application Number:	11535450
Application Number:	12545771
Application Number:	09441035
Application Number:	09452845
Application Number:	11054134

CH \$680.00 29237684

502611616

**PATENT
 REEL: 031867 FRAME: 0575**

Application Number:	11150356
Application Number:	11461403
Application Number:	10794849

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Phone: 404-581-8275
Email: srbrown@jonesday.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: SIDNEY R. BROWN, JONES DAY
Address Line 1: 1420 PEACHTREE STREET, NE
Address Line 2: SUITE 800
Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640047
NAME OF SUBMITTER:	SIDNEY R. BROWN
Signature:	/Sidney R. Brown/
Date:	12/19/2013

Total Attachments: 6
source=Patent Security Agreement-Wellmark#page1.tif
source=Patent Security Agreement-Wellmark#page2.tif
source=Patent Security Agreement-Wellmark#page3.tif
source=Patent Security Agreement-Wellmark#page4.tif
source=Patent Security Agreement-Wellmark#page5.tif
source=Patent Security Agreement-Wellmark#page6.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 5, 2013 (this "Agreement"), is made by WELLMARK INTERNATIONAL, a California corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor and certain of its affiliates, the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its affiliates have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Patent Collateral"):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.

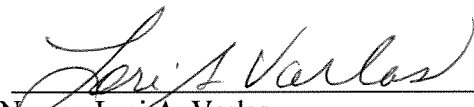
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

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

WELLMARK INTERNATIONAL

By: 
Name: Lori A. Varlas
Title: Assistant Secretary


[WELLMARK INTERNATIONAL – PATENT SECURITY AGREEMENT]

PATENT
REEL: 031867 FRAME: 0579

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: 
Name: W. S. KISTNER
Title: DIRECTOR

[WELLMARK INTERNATIONAL - PATENT SECURITY AGREEMENT]

PATENT
REEL: 031867 FRAME: 0580

SCHEDULE I

Patents and Patent Licenses

REGISTERED PATENTS, PATENT APPLICATIONS, & PATENT LICENSES

Patent Title	Country	Patent Number	Provisional #	Pat. App. #	Filing Date	Provisional Filing Date	Issue Date	Expiration Date
Cat Topical Dispenser	USA	D548609	N/A	29/237684	9/1/2005	N/A	8/14/2007	8/14/2021
Controlled Release of S-Methoprene and Other Active Ingredients with Activated Carbon	USA	N/A	N/A	13/026170	2/11/2011	N/A	N/A	N/A
Controlled Release of S-Methoprene and Other Active Ingredients with Activated Carbon	USA	7,892,571	N/A	11/064442	2/23/2005	N/A	2/22/2011	10/28/2027
Device for Applying a Formulation to Skin	USA	N/A	N/A	29462659	8/6/2013	N/A	N/A	N/A
Device for Applying a Formulation to Skin	USA	N/A	N/A	13419365	3/13/2012	N/A	N/A	N/A
Device for Applying a Formulation to Skin	USA	N/A	N/A	29460146	7/8/2013	N/A	N/A	N/A
Device for Applying a Formulation to Skin	USA	N/A	N/A	29407663	11/30/2011	N/A	N/A	N/A
Dog Bone Topical Dispenser	USA	D551562	N/A	29/237686	9/1/2005	N/A	9/25/2007	9/25/2021
Extended Release Insect Repellent	USA	N/A	N/A	12/406808	3/18/2009	N/A	N/A	N/A
Feed-Through Lignin-Pesticide Compositions	USA	N/A	N/A	11/535450	9/26/2006	N/A	N/A	N/A
High Deposition Cleansing System	USA	N/A	N/A	12/545771	8/21/2009	N/A	N/A	N/A
Insect Bait Station	USA	6925750	N/A	09/441035	11/16/1999	N/A	8/9/2005	11/16/2019

Patent Title	Country	Patent Number	Provisional #	Pat. App. #	Filing Date	Provisional Filing Date	Issue Date	Expiration Date
Insect Control by Insect Growth Regulators Broadcast by Volatilization	USA	6200584	N/A	09/452845	12/3/1999	N/A	3/13/2001	12/23/2019
Pesticide Formulation	USA	7238365	N/A	11/054134	2/8/2005	N/A	7/3/2007	2/8/2025
Solid Pesticide Compositions with Extended Stability	USA	7196116	N/A	11/150356	6/10/2005	N/A	3/27/2007	7/20/2024
Stabilized Block Pesticide Compositions	USA	7348019	N/A	11/461403	7/31/2006	N/A	3/25/2008	3/4/2024
Stabilized Pesticide Compositions	USA	7163687	N/A	10/794849	3/4/2004	N/A	1/16/2007	3/4/2024
Compositions of Gypsum Pesticide Briquets	USA (Licensed to Wellmark International from Novartis)	5,747,054	N/A	28103	3/8/1993	N/A	5/5/1998	5/5/2015
Insect Bait and Control Station	USA (Licensed to Wellmark International from Novartis)	5,775,026	N/A	624297	3/29/1996	N/A	7/7/1998	3/29/2016