

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2819521

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
PHIBRO ANIMAL HEALTH CORPORATION	04/16/2014
PRINCE AGRI PRODUCTS, INC.	04/16/2014
OMNIGEN RESEARCH, LLC	04/16/2014

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	135 SOUTH LASALLE STREET, SUITE 954
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	5679563
Patent Number:	5693524
Patent Number:	5602012
Patent Number:	7939066
Patent Number:	8142798
Patent Number:	8431133
Patent Number:	8663644
Patent Number:	8236303
Patent Number:	8568715
Application Number:	13920542
Application Number:	11806591
Application Number:	12801180
Application Number:	13067385
Application Number:	14035812
Patent Number:	5556634
Patent Number:	6120815

CORRESPONDENCE DATA

Fax Number: (212)291-9868

PATENT

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

Phone: 212-558-4229
Email: demarcor@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: RAFFAELE A. DEMARCO
Address Line 1: 125 BROAD STREET
Address Line 2: SULLIVAN & CROMWELL LLP
Address Line 4: NEW YORK, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER: 019241.10023 (RAD)

NAME OF SUBMITTER: RAFFAELE A. DEMARCO

SIGNATURE: /Raffaele A. DeMarco/

DATE SIGNED: 04/17/2014

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 16, 2014, is made by **Phibro Animal Health Corporation**, a Delaware corporation, and the other Persons listed on the signature pages hereof (each "Grantor"), in favor of **Bank of America, N.A.**, as collateral agent, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement listed below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 16, 2014, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the Collateral Agent, Bank of America as L/C Issuer and each lender from time to time party thereto (collectively, the "Lenders" and, together with the Collateral Agent, the "Secured Parties"), the Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Collateral Agent (the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor, hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those listed on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals and extensions of the foregoing; and

(c) 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 or other violation thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event of a conflict between the provisions of this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Patent Security Agreement, the Security Interest and all other security interests granted hereby shall terminate with respect to all Obligations upon the termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations not yet accrued and payable), the expiration or termination of all Letters of Credit and any other obligation (including a guarantee that is contingent in nature). Upon the termination of this Patent Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Patent Collateral granted herein.

Section 5. Counterparts. This Patent 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

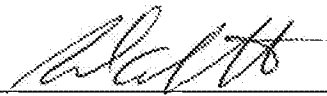
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

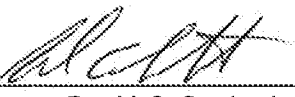
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

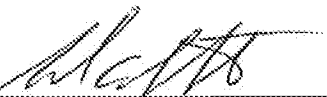
PHIBRO ANIMAL HEALTH CORPORATION
as Grantor

By: 
Name: David C. Storbeck
Title: Vice President Finance and Treasurer

PRINCE AGRI PRODUCTS, INC.
as Grantor

By: 
Name: David C. Storbeck
Title: Vice President

OMNIGEN RESEARCH, LLC
as Grantor

By: 
Name: David C. Storbeck
Title: Vice President, Chief Financial Officer


SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

PATENT
REEL: 032712 FRAME: 0705

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Collateral Agent

By:



Name: Stacey Hamilton Sandler
Title: SVP & Senior Credit Products
Officer

ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT

PATENT
REEL: 032712 FRAME: 0706

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

The following is a listing of all United States patents and trademark registrations (and pending applications) in the name of one of the 3 Loan Parties (Phibro Animal Health Corporation, Prince Agri Products, Inc., and OmniGen Research, LLC), excluding patent applications that are not yet public.

U.S. PATENTS

PHIBRO ANIMAL HEALTH CORPORATION

Patents

Patent No.	Title	Issue Date	Status
5679563	Atinomadura Roseorufa for Making UK-61,689	10/21/97	Issued
5693524	Anticoccidial Composition of UK-61,689 and Actinomadura Mycelium	12/2/97	Issued
5602012	Microbiological Process for making UK-61689	2/11/97	Issued

Applications

Application No.	Title	Status
13/920,542	Medicated Particulate Animal Feed Supplements and Methods of Preparation	Pending/Pub
11/806591	Use of pre-dissolved pristinamycin-type and polyether ionophore type antimicrobial agents in the production of ethanol	Pending/Pub
12/801180	Viral-based antimicrobial agent used in ethanol production	Pending/Pub
13/067385	Use of pre-dissolved pristinamycin-type and polyether ionophore type antimicrobial agents in the production of ethanol	Pending/Pub

OMNIGEN RESEARCH, L.L.C.

Patents

Patent No.	Title	Issue Date	Status
7939066	Methods and compositions for the inhibition of growth of infectious aspergillus fumigatus and other mycotic organisms in the gut of mammalian and avian species	05/10/11	Issued
8142798	Augmentation of titer for vaccination in animals	03/27/12	Issued
8431133	Augmentation of titer for vaccination in animals	4/30/13	Issued
8663644	Augmentation of titer for vaccination in animals	3/4/14	Issued
8236303	Use of beta - 1,3 (4) - endoglucanohydrolase, beta - 1,3 (4) glucan, diatomaceous earth, mineral clay and glucomannan to augment immune function	08/07/12	Issued
8568715	Use of beta-1,3 (4)-endoglucanohydrolase, beta-1,3 (4)-glucan, diatomaceous earth, mineral clay and glucomannan to augment immune function (continuation)	10/29/13	Issued

Applications

App. No.	Title	Status
14/035812	Use of beta-1,3 (4)-endoglucanohydrolase, beta-1,3 (4)-glucan, diatomaceous earth, mineral clay and glucomannan to augment immune function (continuation)	Pending/Pub

PRINCE AGRI PRODUCTS, INC.

Patents

Patent No.	Title	Issue Date	Status
5556634	Preparation of Near-Neutral Anionic Salt Feed Minerals (Animate)	09/17/1996	Issued
6120815	Palatable Anionic Feed Mineral Concentrate (Animate)	09/19/2000	Issued