

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	06/30/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Walco International, Inc.		06/30/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Avenue
Internal Address:	Third Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Serial Number:	76489397	MINERAL MAX
Serial Number:	78188989	CANINE IMUNO-VAX
Serial Number:	78208459	EXCELLENCE IN ANIMAL HEALTH
Serial Number:	78211133	EQUI-BOOST
Serial Number:	78226420	LINCO-JECT
Serial Number:	78260476	NUTRI-SORB
Serial Number:	78313745	AMERICAN PET SUPPLY
Serial Number:	78346529	MASTI-VAX-J5
Serial Number:	78414141	MIRACLE FLX SOLUTION
Serial Number:	78414146	MIRACLE FLX PELLETS
Serial Number:	78414150	MIRACLE HOOF
Serial Number:	78414155	EQUI-DEX APPLE

CH \$1840.00 76489397

Serial Number:	78414167	EQUI-DEX CHERRY
Serial Number:	78414179	EQUINE MIRACLE WEIGHT GAIN
Serial Number:	78414687	RE-NU
Serial Number:	78414697	EQUINE MIRACLE SHEEN
Serial Number:	78414702	PERFECT-COAT
Serial Number:	78434457	LINCO S 50
Serial Number:	78554368	BOVI FRESH
Serial Number:	78554372	JUST LIKE MOM
Serial Number:	78476520	FIRST DAY
Serial Number:	78563337	AGRIPHARM
Serial Number:	78593519	RANCH PACK
Serial Number:	78532437	AGRI-BOND
Serial Number:	78532442	AGRI BLOCK
Serial Number:	78590051	RESCUE
Serial Number:	78327304	NAX-E-FURE
Serial Number:	78631670	E-Z TEAR
Registration Number:	1955002	GOOD START
Registration Number:	1027733	AGRI PHARM
Registration Number:	1837664	LUBISEPTOL
Registration Number:	962500	DUO PEN
Registration Number:	2655779	AFTER-BIRTH
Registration Number:	969052	VITA-JEC
Registration Number:	1915956	KETA-STHETIC
Registration Number:	2012726	SUPPRESSOR
Registration Number:	1064285	SUPRA-SULFA
Registration Number:	2129878	TRIPLE HISTAMINE
Registration Number:	2069515	PARAGON
Registration Number:	1087993	OXY-MYCIN
Registration Number:	1063116	NEOVET
Registration Number:	1376847	RXV PRODUCTS
Registration Number:	2058430	EXIT
Registration Number:	1383793	
Registration Number:	1698740	COCCICOR
Registration Number:	2193857	WI WALCO
Registration Number:	1408163	RXV

Registration Number:	2249071	AMERICAN LIVESTOCK SUPPLY
Registration Number:	2448175	ANEM-X
Registration Number:	2314616	RXV RESCUE
Registration Number:	2255087	COMEBACK
Registration Number:	2392486	FIRSTCOMPANION
Registration Number:	2332021	-50 BELOW
Registration Number:	2456199	EXALT
Registration Number:	2453950	ORIGIN
Registration Number:	2521274	ITA
Registration Number:	2733324	IVERMAX
Registration Number:	2647268	COVERT
Registration Number:	2644536	GAUGE
Registration Number:	2751326	PACESETTER
Registration Number:	2580432	DERMALOG
Registration Number:	2656711	OTO SOOTHE
Registration Number:	2716602	SCOURVAX
Registration Number:	2730779	TETNI-VAX
Registration Number:	2701501	NASAL-VAX
Registration Number:	2857871	DEXASONE
Registration Number:	2794958	RESIST
Registration Number:	2935544	D/TOX/BESC
Registration Number:	2892087	ANIMALHEALTHPROS
Registration Number:	2906705	BOVI-PLAZ
Registration Number:	2950022	EQUI-THRUSH
Registration Number:	2958000	EQUI-MINTIC SPR
Registration Number:	2957103	BP-1

CORRESPONDENCE DATA

Fax Number: (512)305-4800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (512) 305-4883
Email: bkoep@lockeliddell.com
Correspondent Name: Barbara Koep
Address Line 1: 100 Congress Avenue
Address Line 2: Suite 300
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	013214.00042 RA 2147
NAME OF SUBMITTER:	Barbara Koepp
Signature:	/barbara koepp/
Date:	02/24/2006

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 30, 2005, is by and between WALCO INTERNATIONAL, INC., a California corporation ("Debtor"), whose address is 7 Village Circle, Suite 200, Westlake, Texas 76262, Attention: William F. Lacey, with a copy to Charlesbank Capital Partners, 600 Atlantic Avenue, 26th Floor, Boston, Massachusetts 02210-2203, Attention: Mark Rosen and Brandon White, and JPMORGAN CHASE BANK, N.A., a national banking association ("Secured Party"), whose address is 2200 Ross Avenue, Third Floor, Dallas, Texas 75201, Attention: Kevin Padgett, in its capacity as agent (in such capacity, the "Agent"), under the Credit Agreement (as amended, restated and supplemented from time to time, (the "Credit Agreement") of even date herewith, by and among Debtor, each of the Credit Parties which is now or hereafter a Guarantor thereunder, each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Lender" and, collectively, the "Lenders"), and Agent.

WHEREAS, Debtor, Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Debtor and Agent on behalf of Lenders have entered into a Security Agreement (Personal Property) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Agent for the ratable benefit of Lenders a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) all of Debtor's right, title, and interest in and to the following: (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world (each of the foregoing items listed in this paragraph being herein called a "Trademark," and collectively called the "Trademarks"), including without limitation, (1) any such registrations, recordings and applications, if any, in the United States

Patent and Trademark Office, any State thereof, or any other country (each such office or agency being referred to herein as a "Trademark Office"), including each Trademark described in Schedule 1 attached hereto, and (2) each agreement granting any right to use any Trademark (each a "Trademark License" and collectively, the "Trademark Licenses"), including each Trademark License listed in Schedule 1 attached hereto; and

(b) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same.

2. Purpose. This Agreement has been executed and delivered by the Debtor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

3. Miscellaneous. This security interest is one of the Liens granted to Agent on behalf of Lenders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN THE CONFLICTS OF LAWS PRINCIPLES THEREOF) AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of June 30, 2005.

"Debtor"

WALCO INTERNATIONAL, INC.,
a California corporation

By: 

Name: James C. Robison

Title: President

"Agent"

JPMORGAN CHASE BANK, N.A.,
a national banking association, as Agent

By: _____

Name: _____

Title: _____

Attachment:

Schedule 1 - Trademarks

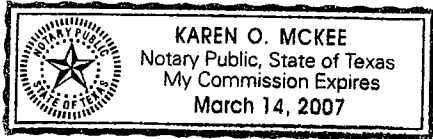
TRADEMARK SECURITY AGREEMENT – SIGNATURE PAGE

**TRADEMARK
REEL: 003253 FRAME: 0474**

THE STATE OF Texas §

COUNTY OF Dallas §

This instrument was acknowledged before me on June 30, 2005, by James C. Robison, President of Walco International, Inc., a [California] corporation, on behalf of said corporation.



Karen O. McKee

Notary Public in and for the

State of Texas

Printed Name: Karen O McKee

My Commission Expires:

3-14-07

THE STATE OF TEXAS §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on _____, 2005, by _____, _____ of JPMorgan Chase Bank, N.A., a national banking association, as agent, on behalf of said association acting in said capacity.

Notary Public in and for the

State of _____

Printed Name: _____

My Commission Expires: _____

TRADEMARK SECURITY AGREEMENT – ACKNOWLEDGMENT PAGE

TRADEMARK

REEL: 003253 FRAME: 0475

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of June 30, 2005.


"Debtor"

WALCO INTERNATIONAL, INC.,
a California corporation

By: _____
Name: _____
Title: _____

"Agent"

JPMORGAN CHASE BANK, N.A.,
a national banking association, as Agent

By: 
Name: KEVIN D. PAVGETT
Title: VICE PRESIDENT

Attachment:

Schedule 1 - Trademarks

TRADEMARK SECURITY AGREEMENT - SIGNATURE PAGE

TRADEMARK
REEL: 003253 FRAME: 0476

THE STATE OF _____ §

COUNTY OF _____ §

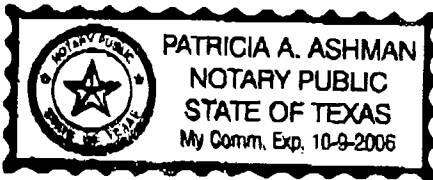
This instrument was acknowledged before me on _____, 2005, by _____ of Walco International, Inc., a [California] corporation, on behalf of said corporation.

Notary Public in and for the
State of _____
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF Dallas §

This instrument was acknowledged before me on June 30, 2005, by Kevin D. Bdggett, Vice President of JPMorgan Chase Bank, N.A., a national banking association, as agent, on behalf of said association acting in said capacity.



Patricia A. Ashman

Notary Public in and for the
State of Texas
Printed Name: Patricia A. Ashman
My Commission Expires: 10-9-2006

TRADEMARK SECURITY AGREEMENT – ACKNOWLEDGMENT PAGE

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Trademarks

Trademark	Registration No.	Filing Date	Issuance Date
GOOD START	1,955,002	3/29/95	2/6/96
AGRI PHARM (and design)	1,027,733	7/11/74	12/23/75
LUBISEPTOL	1,837,664	7/23/93	5/31/94
DUO PEN	962,500	5/8/72	7/3/73
AFTER-BIRTH	2,655,779	2/28/01	12/3/02
VITA-JEC	969,052	8/2/72	9/25/73
KETA-STHETIC	1,915,956	10/7/94	9/5/95
SUPPRESSOR	2,012,726	2/27/95	10/29/96
SUPRA-SULFA	1,064,285	11/7/75	4/26/77
TRIPLE HISTAMINE	2,129,878	6/10/96	1/20/98
PARAGON	2,069,515	5/31/96	6/10/97
OXY-MYCIN	1,087,993	8/17/77	3/28/78
NEOVET	1,063,116	8/25/76	4/12/77
RXV PRODUCTS (stylized)	1,376,847	6/12/85	1/7/86
EXIT	2,058,430	2/12/96	4/29/97
Octagon Logo (design only)	1,383,793	6/12/85	2/18/86
COCCICOR	1,698,740	7/24/91	7/7/92
WI WALCO (and design)	2,193,857	11/4/97	10/6/98
RXV	1,408,163	6/12/85	9/9/86
AMERICAN LIVESTOCK SUPPLY	2,249,071	11/24/97	6/1/99
ANEM-X (stylized)	2,448,175	10/16/98	5/1/01
RXV RESCUE	2,314,616	2/18/99	2/1/00
COMEBACK	2,255,087	12/8/97	6/22/99
FIRSTCOMPANION	2,392,486	10/11/96	10/10/00
-50 BELOW (stylized)	2,332,021	2/18/99	3/21/00
EXALT	2,456,199	6/21/99	5/29/01
ORIGIN	2,453,950	6/21/99	5/22/01
ITA (and design)	2,521,274	6/1/00	12/18/01
IVERMAX, Class 5	2,733,324	8/25/00	7/1/03
COVERT, Class 5	2,647,268	12/18/00	11/5/02
GAUGE, Class 5	2,644,536	12/22/00	10/29/02
PACESETTER (and design)	2,751,326	4/11/01	8/12/03
DERMALOG	2,580,432	3/16/01	6/11/02
OTO SOOTHE, Class 5	2,656,711	2/5/02	12/3/02
SCOURVAX, Class 5	2,716,602	9/13/01	5/13/03

Trademark	Registration No.	Filing Date	Issuance Date
TETNI-VAX, Class 5,	2,730,779	12/28/01	6/24/03
NASAL-VAX, Class 5	2,701,501	12/28/01	3/25/03
DEXASONE	2,857,871	12/20/02	6/29/04
RESIST	2,794,958	1/30/03	12/16/03
D/TOX/BESC	2,935,544	3/31/03	3/22/05
ANIMALHEALTHPROS	2,892,087	6/10/03	10/5/04
BOVI-PLAZ	2,906,705	11/18/03	11/30/04
EQUI-THRUSH	2,950,022	5/16/03	5/10/05
EQUI-MINTIC SPR	2,958,000	2/26/03	5/31/05
BP-1	2,957,103	12/19/03	5/31/05

Trademark Applications

Trademark	Serial No.	Filing Date
MINERAL MAX	76/489,397	2/11/03
CANINE IMUNO-VAX	78/188,989	11/26/02
EXCELLENCE IN ANIMAL HEALTH	78/208,459	1/29/03
EQUI-BOOST	78/211,133	2/5/03
LINCO-JECT	78/226,420	3/17/03
NUTRI-SORB	78/260,476	6/10/03
AMERICAN PET SUPPLY	78/313,745	10/15/03
MASTI-VAX-J5	78/346,529	12/30/03
MIRACLE FLX SOLUTION	78/414,141	5/6/04
MIRACLE FLX PELLETS	78/414,146	5/6/04
MIRACLE HOOF	78/414,150	5/6/04
EQUI-DEX APPLE	78/414,155	5/6/04
EQUI-DEX CHERRY	78/414,167	5/6/04
EQUINE MIRACLE WEIGHT GAIN	78/414,179	5/6/04
RE-NU	78/414,687	5/7/04
EQUINE MIRACLE SHEEN	78/414,697	5/7/04
PERFECT COAT	78/414,702	5/7/04
LINCO S 50	78/434,457	6/14/04
BOVI FRESH	78/554368	1/26/05
JUST LIKE MOM	78/554372	1/26/05
FIRST DAY	78/476520	8/31/04
AGRIPHARM	78/563337	2/9/05
RANCH PACK	78/593519	3/23/05
AGRI-BOND	78/532,437	12/14/04
AGRI-BLOCK	78/532,442	12/14/04
RESCUE	78/590,051	3/18/05
NAX-E-FURE	78/327,304	11/13/03

E-Z TEAR	78/631,670	5/17/05
COWGIRLS MIRACLE CITRONELLA SHAMPOO*	78/414,181	5/6/04
COWGIRLS MIRACLE DETANGLER SHAMPOO*	78/414,176	5/6/04
COWGIRLS MIRACLE MEDICATED SHAMPOO*	78/414,174	5/6/04

*Abandoned by Walco International, Inc.

State Trademark Registrations

Trademark	Registration No.	Issue Date	State
HOLT PRODUCTS COMPANY	061,016	12/17/97	Wisconsin
HOLT PRODUCTS	061,017	12/17/97	Wisconsin
HOLT	061,018	12/17/97	Wisconsin

Walco International, Inc. owns all rights and interests in New Animal Drug Application 065-488 re: the manufacture of Benza-Pen Sterile Suspension (penicillin G benzathine and penicillin G procaine).

The trademark HOLT, Registration No. 75/395024, owned by Walco International, Inc. has lapsed. Walco International, Inc. intends to refile for this trademark.

On February 11, 2003, Walco International, Inc. applied for the trademark MINERAL MAX, Class 5, Serial No. 76/489,397. The application to register the mark was published on October 28, 2003. On February 25, 2004, Cargill Incorporated filed a Notice of Opposition contesting the registration of the trademark. The matter is currently pending before the U.S. Trademark and Trial Appeal Board.

Trademark Licenses

1. License Agreement, dated May 11, 1994, between Walco International, Inc. and Michael Gian.
2. License Agreement, dated November 3, 2002, between Walco International, Inc. and Turnkey Computer Systems, Inc.
3. Software License Agreement, as amended, by and between Walco International, Inc. and J.D. Edwards, dated as of May 31, 1995.
4. Agreement, dated July 27, 2004, by and between Newport Laboratories, Inc. and Walco International, Inc.

This Schedule does not include commercial off-the-shelf software licensed in the ordinary course of business.