

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, Inc.	FORMERLY Wells Fargo Foothill, Inc.	08/31/2010	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Prince Agri Products, Inc.
Street Address:	229 Radio Road
City:	Quincy
State/Country:	ILLINOIS
Postal Code:	62301
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1938237	N-CAP
Registration Number:	2254395	LITTER ACE
Registration Number:	2183160	ADVANCING ANIMAL NUTRITION
Registration Number:	2440788	NUTRACHROM
Registration Number:	1837663	CHROMAX
Registration Number:	3081686	NUTRAGEN
Registration Number:	3042810	GENERATE PLUS
Registration Number:	3308427	CINGENEROL
Serial Number:	78667814	NEUTRO MAX
Registration Number:	3239663	ADVANCING NUTRITION FOR HEALTHY ANIMALS

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900170928

**TRADEMARK
 REEL: 004272 FRAME: 0378**

OP \$265.00 1938237

Phone: 614-280-3303
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	09/03/2010

Total Attachments: 3
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of August 31, 2010 (the "Effective Date") by **WELLS FARGO CAPITAL FINANCE, INC.** (formerly known as Wells Fargo Foothill, Inc.), a California corporation, in its capacity as collateral agent for the Lenders (in such capacity, "Grantee"), in favor of **PRINCE AGRI PRODUCTS, INC.**, a Delaware corporation ("Grantor").

WHEREAS, reference is made to that certain Amended and Restated Loan Agreement, dated as of August 1, 2006, by and among, the lenders identified on the signature pages thereof, **WELLS FARGO BANK, N.A.**, a national banking association, as the administrative agent for the Lenders, Grantee, **PHIBRO ANIMAL HEALTH CORPORATION**, a New York corporation ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of October 21, 2003, as amended by that certain Amendment Number One to Trademark Security Agreement, dated as of August 14, 2006 ("Amendment Number One") (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among Grantor and Grantee, and certain other Loan Documents, Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in, all of Grantor's right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement);

WHEREAS, (a) the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 12, 2003 at Reel 2860, Frame 0795 and (b) Amendment One Number was recorded with the United States Patent and Trademark Office on August 21, 2006 at Reel 3373, Frame 0946; and

WHEREAS, Grantee has consented to the release of its Lien on the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule 1 hereto.

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

1. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

2. Grantee's Lien in the Trademark Collateral granted pursuant to any Loan Document is hereby terminated and released.

3. To the extent Grantee retains any interest in the Trademark Collateral, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to the Trademark Collateral.


4. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release at Grantor's sole cost and expense.

5. **GOVERNING LAW. THE VALIDITY OF THIS RELEASE, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[signature pages to follow]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO CAPITAL FINANCE, INC.,
a California corporation, as Grantee

By: 
Name: MELISSA FROID
Title: VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK RELEASE (PRINCE AGRI)]

TRADEMARK
REEL: 004272 FRAME: 0381

SCHEDULE 1

TRADEMARKS

<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date</u>
N-CAP	1,938,237	11/28/95
LITTER ACE	2,254,395	6/15/99
ADVANCING ANIMAL NUTRITION	2,183,160	8/18/98
NUTRACHROM	2,440,788	3/8/00
CHROMAX	1,837,663	5/31/1994
NutraGen	3,081,686	4/18/2006
GENERATE PLUS	3,042,810	1/10/2006
CINGENEROL	3,308,427	10/9/2007
NEUTROMAX	78/667,814	7/11/2005
ADVANCING NUTRITION FOR HEALTHY ANIMALS	3,239,663	5/08/2007