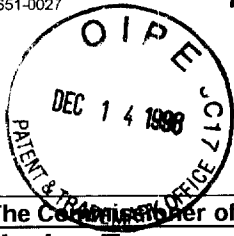


MMD
12-14-98

12-17-1998



100924548

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
12 08 98

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
12 08 98

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/15/1998 JSHABAZZ 00000221 75204447

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
400.00 OP

file OK

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1826 FRAME: 0946

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75204447"/>	<input type="text" value="75149843"/>	<input type="text" value="75129014"/>	<input type="text" value="2122434"/>	<input type="text" value="2133283"/>	<input type="text" value="2012137"/>
<input type="text" value="75173878"/>	<input type="text" value="75138931"/>	<input type="text"/>	<input type="text" value="1865145"/>	<input type="text" value="2173547"/>	<input type="text" value="2012632"/>
<input type="text" value="75173877"/>	<input type="text" value="75138930"/>	<input type="text"/>	<input type="text" value="1549779"/>	<input type="text" value="1360061"/>	<input type="text" value="1751786"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alan S. Kleiman

12/08/98

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1805076"/>	<input type="text"/>	<input type="text"/>
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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 8th day of December, 1998, between **IVY LABORATORIES, INC.**, a Delaware corporation, and **VETLIFE L.L.C.**, a Delaware limited liability company ("Assignor"), each having a mailing address at 8857 Bond Street, Overland Park, KS 66214 and **CITICORP USA, INC.** a Delaware corporation having a mailing address at 153 East 53rd Street, 56th Floor, New York, NY 10043 ("Assignee").

BACKGROUND

Assignor and IVY ANIMAL HEALTH, INC. (collectively "Borrower") and Assignee have entered into a Loan Agreement of even date herewith (as amended from time to time, the "Loan Agreement") providing for revolving credit and term loans to the Borrower. In order to induce Assignee to execute and deliver the Loan Agreement, Assignor agreed to execute and deliver to Assignee this Trademark Collateral Security Agreement ("Security Agreement"). This Security Agreement, covering Trademarks (as hereinafter defined), is being executed contemporaneously with the Loan Agreement and with a General Security Agreement under which Assignee is granted a lien on and security interest in, among other things, all personal property of the Assignor;

NOW, THEREFORE, in consideration of the premises, Assignor and Assignee hereby agree as follows:

1. Defined Terms.

Capitalized terms used herein and not separately defined shall have the meaning set forth in the Loan Agreement. In addition, the following definitions shall apply:

"Code" shall mean the Uniform Commercial Code as from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Event of Default" shall have the meaning assigned to it in the Loan Agreement.

"Obligations" shall have the meaning assigned to it in the Loan Agreement.

"Security Agreement" shall mean this Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" shall mean the U.S. registered and other trademarks and pending applications shown in the attached **Exhibit A**, and those trademarks which are hereafter adopted or acquired by Assignor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Assignor.

2. **Grant of Security Interest.** As collateral security for the prompt payment of the Obligations, Assignor hereby grants and conveys to Assignee a security interest in and to the entire right, title and interest of Assignor in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in **Exhibit A** hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Assignor, including without limitation all renewals thereof, all proceeds of infringement suits and all rights corresponding thereto in the United States and worldwide and the goodwill of the business to which each of the Trademarks relates (all of the foregoing hereinafter the **Collateral**).

3. **Representations and Warranties.** Assignor covenants and warrants that as of the date of this Security Agreement:

(a) To Assignor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) To Assignor's knowledge, there is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks as indicated on **Exhibit A** hereto, free and clear of any liens, charges and encumbrances, (including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons);

(e) Assignor has the right to enter into this Security Agreement and perform its terms;

(f) Assignor has used to its knowledge, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in

connection with its use of the Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture, of products sold under the Trademarks.

4. Right of Inspection. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Assignor shall use its best efforts to do any and all acts required by Assignee to ensure Assignor's compliance with paragraph 3(g) above.

5. New Trademarks. (a) If, before the Obligations shall have been paid in full or if a commitment from Assignee under the Obligations shall be in effect, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 2 shall automatically apply thereto and Assignor shall give Assignee prompt written notice thereof. (b) Assignor grants Assignee a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Security Agreement by amending Exhibit A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Security Agreement.

6. Covenants. Assignor covenants and agrees with Assignee that until the Obligations are fully satisfied:

(a) Further Documentation: Pledge of Instruments. At any time upon the written request of Assignee, Assignor will promptly and duly execute and deliver all such further instruments and documents and take such further action as Assignee may deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Assignor also hereby authorizes Assignee to file any such financing or continuation statements without the signature of Assignor to the extent permitted by applicable law.

(b) Maintenance of Trademarks. Assignor will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or diminished in value if such action or omission would cause a material adverse effect on the value of the Trademarks as a whole, and shall notify Assignee immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Assignor shall take appropriate action at its expense to halt the infringement of the Trademarks if such infringement would cause such material adverse effect.

(c) Indemnification. Assignor assumes all responsibility and liability arising from the use of the Trademarks, and Assignor hereby indemnifies and holds Assignee harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of Assignor's operations of its business from the use of the Trademarks.

(d) Limitation of Liens on Collateral. Assignor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral except to the extent, if any, as permitted by the Loan Agreement.

(e) Notice of Claims etc. Assignor will advise Assignee promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(f) Limitation on Further Uses of Trademarks. Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Assignee provided, with respect to the granting of a license by Assignor, such consent shall not be unreasonably withheld and if the request is made substantially on the form attached as Exhibit B hereto, will be deemed approved if not responded to within ten (10) days of Assignee's receipt of the request.

7. Assignee's Appointment as Attorney-in-Fact.

(a) Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in its own name, from time to time in Assignee's discretion, for the purposes of carrying out the terms of this Security Agreement upon the occurrence of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Assignee the power and right, on behalf of Assignor, to do the following:

(i) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(ii) Upon the occurrence and continuance of an Event of

Default, (A) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (B) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (C) to defend any suit, action or proceeding brought against Assignor with respect to any Collateral; (D) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Assignee may deem appropriate; and (E) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Assignee were the absolute owner thereof for all purposes, and to do, at Assignee's option all acts and things which Assignee deems necessary to protect, preserve or realize upon the Collateral and Assignee's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Assignor might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Assignor further agrees to execute any additional documents which Assignee may require in order to confirm this power of attorney, or which Assignee may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Assignee hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Assignee shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Assignor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Assignor also authorizes Assignee to execute, in connection with the sale provided for in paragraph 10(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Assignor is executing and delivering to Assignee five (5) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof.

9. Performance by Assignee of Assignor's Obligations. If Assignor fails to perform or comply with any of its agreements contained herein and Assignee, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Assignee incurred in connection with such performance or compliance (including reasonable attorney fees) shall be payable by Assignor to Assignee on demand and shall constitute Obligations secured hereby.

10. Remedies. Rights Upon Event of Default.

(a) Upon the occurrence and during the continuance of an Event of Default:

(i) All payments received by Assignor under or in connection with any of the Collateral shall be held by Assignor in trust for Assignee, shall be segregated from other funds of Assignor and shall forthwith upon receipt by Assignor, be turned over to Assignee, in the same form as received by Assignor (duly indorsed by Assignor to Assignee, if required); and

(ii) Any and all such payments so received by Assignee (whether from Assignor or otherwise) may, in the sole discretion of Assignee, be held by Assignee as collateral security for, applied in whole or in part by Assignee against all or any part of the Obligations in such order as Assignee shall elect. Any balance of such payments held by Assignee and remaining after payment in full of all the Obligations shall be paid over to Assignor or to whomsoever may be lawfully entitled to receive the same.

(b) Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, Assignee may exercise all rights and remedies of a secured party under the Code. Assignor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Assignee is entitled. Assignor shall also be liable for the reasonable fees of any attorneys employed by Assignee to collect any such deficiency and also as to any reasonable attorney's fees incurred by Assignee with respect to the collection of any of the Obligations and the enforcement of any of Assignee's respective rights hereunder.

11. Termination. At such time as Assignor shall completely pay in full all of the Obligations and the Loan Agreement is terminated, this Security Agreement shall terminate and Assignee shall execute and deliver to Assignor all such releases, deeds, assignments and other instruments as may be necessary or proper to revest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

12. Notices. All notices and other communications shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by telecopy or prepaid courier, and shall be deemed to be given, if by registered or certified mail, three Business Days after mailing, and if by personal delivery, telecopy or prepaid courier, on the day that such writing is delivered. Notices, demands and other communications shall be sent as follows:

If to Borrower: VetLife L.L.C.
Ivy Laboratories, Inc.
Ivy Animal Health, Inc.
8857 Bond Street
Overland Park, Kansas 66214
Attn: Mr. James Sollins
TEL: (913) 888-2192
FAX: (913) 888-3007

with a copy to: James A. Lash
124 Glenwood Drive
Greenwich, CT 06830
TEL: (203) 869-6277
FAX: (203) 629-6131

and a copy to: Fulbright & Jaworski L.L.P.
666 Fifth Avenue
New York, New York 10103
Attn: William Bush, Esq.
TEL: (212) 318-3000
FAX: (212) 752-5958

If to Lender: Citicorp USA, Inc.
153 East 53rd Street, 56th Floor
New York, New York 10043
Attn: William Demick, VP
TEL: (212) 559-4112
FAX: (212) 793-7964

with a copy to: Camhy Karlinsky & Stein LLP
1740 Broadway, 16th Floor
New York, New York 10019-4315
Attention: Alan S. Kleiman, Esq.
TEL: (212) 977-6600
FAX: (212) 977-8389

or at such other address as any of the parties may designate by written notice given as herein required. Notwithstanding how any notice is given, this Section shall be deemed complied with as to any party who has actual notice, however given.

13. No Waiver. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or

privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Assignee's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraphs 5 and 7.

17. Successors and Assigns /Joint and Several. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. If there is more than one party constituting Assignor, the obligations of each party shall be joint and several.

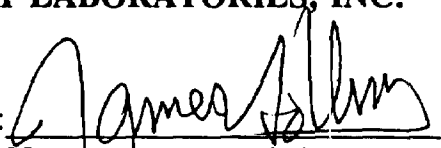
18. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS:

IVY LABORATORIES, INC.

By:


Name: James Sollins
Title: President

VETLIFE L.L.C.

By: James Sollins
Name: James Sollins
Title: Chairman

CITICORP USA, INC.

By: William Demich
Name: William Demich
Title: Vice President

EXHIBIT A

United States:

MARK	STATUS	SER./REG. NO.	DESCRIPTION OF GOODS
ENCORE	Pending; req. for extension of time to file opposition filed	75-204,447	Implants to promote growth in animals
BENCHMARK	Pending; registration review complete	75-173,878	Animal implant management system, namely computer software for providing comparative performance data
TBA EST ZRL TRENBOLONE ACETATE ESTRADIOL ZERANOL & Design	Pending intent-to-use; final refusal mailed	75-173-877	Animal health care products, pharmaceuticals, implants to promote growth in animals, and implant management system computer database
V NET	Allowed 9/23/97	75-149,843	Computer software containing databases in the field of implants to promote animal growth
Design Only (Triangle)	Registered 12/16/97	2,122,434	Computer software containing databases in the field of implants to promote animal growth
Design Only (Vetlife logo)	Allowed 6/10/97	75-138,931	Implants to promote growth in animals
THE IMPLANT PROFESSIONALS	Pending intent-to-use; final refusal mailed	75-138,930	Implants to promote growth in animals
VETLIFE	Allowed 9/9/97	75-129,014	Growth promoting implant formulations for veterinary use
VETLIFE	Registered 11/29/94	1,865,145	Livestock food supplement
CALF-OID	Registered 08/01/89	R1549779	Hormones for use in promoting growth in cattle

MARK	STATUS	SER./REG. NO.	DESCRIPTION OF GOODS
COMPONENT	Registered 01/27/98	R2133283	Pharmaceutical implants to promote growth in livestock
COMPONENT ONE GUN	Registered 07/14/98	R2173547	Instrument for injecting implants into animals to promote growth
HEIFER-OID	Registered 09/17/85	R1360061	Hormones for use in promoting growth in cattle
IMPLUS-C	Registered 10/29/96	R2012137	Hormones for use in promoting growth in cattle
IMPLUS EZ1	Registered 10/29/96	R2012632	Hand-held implanters for use in placing pharmaceutical pellets into livestock
IMPLUS-H	Registered 02/09/93	R1751786	Hormones for use in promoting growth in cattle
IMPLUS-S	Registered 08/01/89	R1805076	Hormones for use in promoting growth in cattle

EXHIBIT B

FORM OF REQUEST FOR APPROVAL

[Date]

Citicorp USA, Inc.
153 East 53rd Street
New York, New York 10043
Attention: William Demick

Re: *\$7,000,000 Loan to VetLife L.L.C., Ivy Laboratories, Inc.,
and Ivy Animal Health, Inc.*

Gentlemen:

We hereby request your consent to the granting of a license [describe transaction].

If you do not respond within 10 days of your receipt of this letter your consent will be deemed granted.

Very truly yours,