

06-26-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MWI Veterinary Supply Co. (an Idaho corporation)

6.20.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 18, 2002

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Agent

Internal Address:

Street Address: 55 South Lake Avenue, Ste. 900

City: Pasadena State: CA Zip: 91101

- Individual(s) citizenship Association National Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2438501; 2438499;

2438498; 2438497; 2438496

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mary B. Ruhl, Esq.

Internal Address:

Street Address: c/o Latham & Watkins

633 West Fifth Street, Suite 4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Laura A. Lombardo

Name of Person Signing

Signature

June 20, 2002

Date

9

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/26/2002 00000047 2438501

01 FC:481

02 FC:482

40.00 DP 100.00 DP

TRADEMARK REEL: 002530 FRAME: 0977

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement") is dated as of June 18, 2002, and entered into by and between **MWI VETERINARY SUPPLY CO.**, an Idaho corporation (the "Grantor"), and **BANK OF AMERICA, N.A.**, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (the "Secured Party").

Recitals

WHEREAS, Grantor, Secured Party and the Lenders have entered into that certain Credit Agreement, dated as of the date hereof, which is by this reference incorporated into this Agreement as if fully set forth herein (as it may be amended (including any amendment and restatement thereof), supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor and the Secured Party have entered that certain Security Agreement, dated as of the date hereof, which is by this reference incorporated into this Agreement as if fully set forth herein (as it may be amended (including any amendment and restatement thereof), supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party security interests in certain property described in the Security Agreement, including the Patent and Trademark Collateral (defined below), as security for the payment of its debts, liabilities and obligations described in the Credit Agreement as the "Obligations"; and

WHEREAS, Grantor and Secured Party are executing and delivering this Agreement for the purpose of recording Secured Party's security interests in such Patent and Trademark Collateral with the PTO, as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

**ARTICLE I.
SECTION DEFINITIONS**

Section 1.1 Terms Defined in the Credit Agreement. Except as otherwise specifically provided herein, capitalized terms that are used in this Agreement and not otherwise defined herein have the meanings set forth in the Credit Agreement.

Section 1.2 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Patent and Trademark Collateral” is defined in Section 2.1.

“PTO” means the United States Patent and Trademark Office.

“U.S. Patent Applications” means all applications filed by Grantor in connection with U.S. Patents in the PTO, including the patent applications listed in Schedule I attached hereto.

“U.S. Patents” means all of the following:

(a) all present and future United States patents owned by Grantor, including all reissues, divisions, continuations, renewals, extensions and continuations-in-part and all claims (including infringement claims) relating thereto, including those patents listed in Schedule I attached hereto; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements thereof, all rights corresponding thereto, and all reissues, extensions and renewals thereof.

“U.S. Trademark Applications” means all applications filed by Grantor in connection with U.S. Trademarks in the PTO or in any similar office or agency of the United States, or any state or territory thereof, including the trademark applications listed in Schedule II attached hereto.

“U.S. Trademarks” means all of the following:

(a) all present and future trademarks, trade names, corporate names, business names, service marks, logos, other source or business identifiers, proprietary product names and designs of like nature owned and used by Grantor in the United States, including (i) all registrations and recordings filed with the PTO thereof including those listed in Schedule II attached hereto, and (ii) all of the foregoing that is material to the business of Grantor and not duly registered with the PTO or in any similar office or agency of the United States, any state or territory thereof; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements thereof, all rights corresponding thereto and all reissues, extensions and renewals thereof.

Section 1.3 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (a) any definition of or reference to any

agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in any Loan Document), (b) any reference herein to any Person shall be construed to include such Person's successors, transferees and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (d) all references herein to Sections and Schedules shall be construed to refer to Sections of, and Schedules to, this Agreement.

ARTICLE II. GRANT OF SECURITY INTEREST

Section 2.1 Grant of Security Interest. As security for the payment and performance of all of its Obligations, Grantor hereby grants to Secured Party for the benefit of itself and the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in, all right, title and interest of Grantor in, to and under the following property (collectively, the "Patent and Trademark Collateral"), in each case whether now owned or hereafter acquired or arising and wherever located:

- (a) all U.S. Patents;
- (b) all U.S. Patent Applications;
- (c) all U.S. Trademarks;
- (d) all U.S. Trademark Applications; and
- (e) all present and future good will arising out of any U.S. Trademarks

or U.S. Trademark Applications.

Section 2.2 Purpose. The foregoing security interest is granted in conjunction with the security interests granted by Grantor to the Secured Party pursuant to the Security Agreement, and has been executed and delivered by Grantor for the purpose of recording with the PTO the grant of a security interest granted herein and in the Security Agreement.

Section 2.3 Acknowledgement. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark and Patent Collateral 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. If there is any conflict between the terms and conditions of this Agreement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

ARTICLE III. MISCELLANEOUS PROVISIONS

Section 3.1 Release; Termination of Agreement. This Agreement shall terminate upon the satisfactory collateralization of all Letters of Credit and the payment in full of all other

Obligations (other than contingent indemnification Obligations as to which no claim has been asserted) and termination of all commitments to extend further credit to Grantor. At such time, the Secured Party shall, at the request of Grantor, promptly release all of its interest in and to the Patent and Trademark Collateral hereunder in accordance with the terms of the Security Agreement and the Credit Agreement, and shall execute such documents as may be reasonably necessary to evidence such release, including as may be reasonably necessary to record such release with the PTO.

Section 3.2 Filing of Security Interest. In filing this Agreement with the PTO, the Agent shall: (i) include as part of such filing the PTO's "Recordation Form Cover Sheet" for patents or trademarks, as applicable, and shall indicate on such cover sheet that the nature of the conveyance is a grant of security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees, which fees and related costs shall be reimbursable by the Grantor, at the Agent's request, in accordance with the Loan Documents.

Section 3.3 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original but all of which shall together constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Patent and Trademark Security Agreement as of the day and year first above written.

GRANTOR:

MWI VETERINARY SUPPLY CO.,
an Idaho corporation

By: Mary Pat Thompson
Name: Mary Pat B Thompson
Title: VP & CEO

SECURED PARTY:

Accepted and agreed as of
the day and year first above written:

BANK OF AMERICA, N.A.,
as Agent

By: Steven W Sharp
Name: STEVEN W SHARP
Title: VICE PRESIDENT

STATE OF CALIFORNIA

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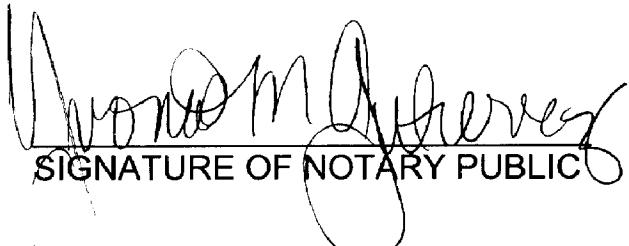
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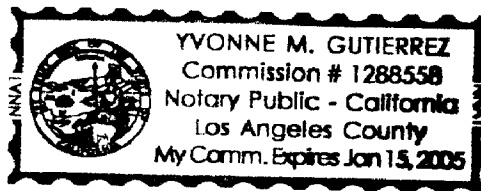
COUNTY OF LOS ANGELES

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On June 17, 2002 before me, Yvonne M. Gutierrez, Notary Public, personally appeared Mary Pat B Thompson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal


SIGNATURE OF NOTARY PUBLIC



SCHEDULE I

U.S. PATENTS AND PENDING PATENT APPLICATIONS

None.

SCHEDULE II

REGISTERED U.S. TRADEMARKS AND PENDING APPLICATIONS

Mark	Serial Number	Registration Number	Registration Date
MWIVET.COM	76/009499	2,438,501	3/27/2001
SWVET.COM	76/009488	2,438,499	3/27/2001
MWI	76/009486	2,438,498	3/27/2001
MWI and Design	76/009485	2,438,497	3/27/2001
SWV and Design	76/009484	2,438,496	3/27/2001

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