

07-16-2002

Walco International, Inc. - Fleet National Bank
10013-95

EV097553676US



102157653

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings → → → 70 JUL 11 AM 9:2

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

1. Name of conveying party(ies): **FINANCE SECTION**
Walco International, Inc. **7.11.02**

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

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

2. Name and address of receiving party(ies)
Name: Fleet National Bank
Internal Address: _____
Street Address: One Federal Street
City: Boston State: MA Zip: 02110

Individual(s) citizenship _____
 Association National Bank 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement **Amended** Change of Name
 Other **and Restated** _____

Execution Date: June 3, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 78/050997,
78/051000 and 75/180376

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1955002,
1027733 and 1604124

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jean M. Maxwell
Trademark Legal Assistant Coord.
 Internal Address: _____

Street Address: Palmer & Dodge LLP
111 Huntington Avenue

City: Boston State: MA Zip: 02199-7613

6. Total number of applications and registrations involved: 49

7. Total fee (37 CFR 3.41).....\$ 1240.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Jean M. Maxwell Jean Maxwell July 11, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 41

07/15/2002 6TON11 00000145 78050997
01 FC:481 40.00 DP
02 FC:482 1200.00 DP

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

TRADEMARK
REEL: 002544 FRAME: 0144

CONTINUATION OF ITEM #1 – CONVEYING PARTIES

WALCO HOLDINGS, INC., a Delaware Corporation

WALCO INTERMEDIATE, INC., a Delaware Corporation

AMERICAN LIVESTOCK SUPPLY, INC., a Delaware Corporation

CUSTOM BIOLOGICS, INC., a Nebraska Corporation

PROVINCE LIVESTOCK SUPPLY, LTD., a Canadian Corporation

WESTERN VETERINARY SUPPLIES, LTD., a Canadian Corporation

TRADEMARK

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CONTINUATION OF ITEM #4**A. Trademark Appl. No.**

HOLT (Abandoned)	75/395024
IVERMAX	78/022973
IVER-GUARD	76/189411
COVERT	78/039642
GUAGE	78/040465
PACESETTER	78/057852
DERMALAG	78/053570
ODO SOOTHE	78/106972
BOVINE COCCI FIGHTER	78/067934
SCOUR VAX	78/083775
K9-IMMUNO-VAX	78/099682
TETNI-VAX	78/100182
AMERICAN LIVESTOCK SUPPLY	75/395023

CONTINUATION OF ITEM #4**B.Trademark Reg. No.**

OXY-VET		1980825
YELLOW LITE		1832582
VITA-ORAL		1831045
RXV-BP-1		1831046
LUBISEPTOL		1837664
DUO PEN		0962500
INTOUCH		2046134
AFTER BIRTH	Supplemental Reg. No.	1881680
VITA JEC		0969052
KETA-STHETIC		1915956
SUPPRESSOR		2012726
SUPRA-SULFA		1064285
TRIPLE-HISTAMINE		2129878
PARAGON		2069515
OXY-MYCIN		1087993
NEOVET		1063116
RXV PRODUCTS		1376847
EXIT		2058430
Octagon Logo	Supplemental Reg. No.	1383793
COCCICOR		1698740
WI/WALCO		2193857
RXV		1408163
ANEM-X		2448175

CONTINUATION OF ITEM #4**B. Trademark Reg. No.**

RXV RESCUE	2314616
COMEBACK	2255087
FIRST COMPANION	2392486
-50 BELOW	2332021
EXALT	2456199
ORIGIN	2453950
ITA (and Design)	2521274

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMONG

WALCO INTERNATIONAL, INC.,

CERTAIN OTHER PLEDGORS

AND

FLEET NATIONAL BANK,

as Collateral Agent

Dated as of June 3, 2002

TRADEMARK

REEL: 002544 FRAME: 0149

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

Dated as of June 3, 2002

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made as of June 3, 2002, by and among **WALCO INTERNATIONAL, INC.** (the "Borrower"), a California Corporation, **WALCO HOLDINGS, INC.**, a Delaware corporation, **WALCO INTERMEDIATE, INC.**, a Delaware corporation, **AMERICAN LIVESTOCK SUPPLY, INC.**, a Delaware corporation, **CUSTOM BIOLOGICS, INC.**, a Nebraska corporation, **PROVINCE LIVESTOCK SUPPLY, LTD.**, a Canadian corporation, and **WESTERN VETERINARY SUPPLIES, LTD.**, a Canadian corporation (collectively, the "Pledgors"), and **FLEET NATIONAL BANK**, as collateral agent (the "Collateral Agent" and together with any other agents appointed under the Credit Agreement, the "Agents") for itself and the other Lenders under the Credit Agreement described below, having an address at One Federal Street, Boston, MA 02110. The Collateral Agent, the other Agents, and the Lenders are herein collectively referred to from time to time as the "Secured Parties." This Agreement amends and restates in its entirety the Intellectual Property Security Agreement dated as of August 3, 1999 by and among the Pledgors and the Secured Parties.

RECITALS

A. Pursuant to that certain Credit Agreement dated as of August 3, 1999 as amended by Amendment No. 1 to Credit Agreement dated as of August 4, 2000 and Amendment No. 2 to Credit Agreement and Consent dated as of the date hereof (and as further amended or otherwise modified from time to time in accordance with the terms thereof and in effect, the "Credit Agreement") by and among the Borrower, the Guarantors party thereto (collectively with the Borrower, the "Credit Parties"), the Lenders party thereto, General Electric Capital Corporation, as collateral audit agent and documentation agent, and Fleet National Bank, as administrative agent, collateral agent, syndication agent and issuing lender, dated as of the date hereof, the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Loans, as defined in the Credit Agreement (the "Loans") to the Borrower and to issue Letters of Credit (as defined in the Credit Agreement) for the account of the Borrower. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

B. Each Pledgor is the owner of the Pledged Collateral (as defined herein) which on the schedules attached hereto is designated as being owned by such Pledgor.

C. It is a condition precedent to the Lenders' obligations to make the Loans and issue the Letter of Credit that the Pledgors shall execute and deliver the applicable Loan Documents, including this Agreement.

D. This Agreement is given by the Pledgors in favor of the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of all of the Secured Obligations (as defined in Section 2).

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AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors and the Collateral Agent hereby agree as follows:

1. Pledge. Each Pledgor hereby pledges and grants to the Collateral Agent for itself and for the benefit of the other Secured Parties a continuing First Priority security interest in all of such Pledgor's right, title and interest, whether now existing or hereafter acquired, in and to the following property (collectively, the "Pledged Collateral") to secure all of the Secured Obligations:

(a) Patents issued or assigned to and all patent applications made by such Pledgor and all exclusive and nonexclusive licenses (other than nonexclusive licenses to use off-the-shelf software products) to such Pledgor from third parties or rights to use patents owned by such third parties (to the extent such licenses or rights are assignable as collateral), including, without limitation, the patents, patent applications and licenses listed on Schedule A hereto, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents");

(b) Trademarks (including service marks), federal and state trademark registrations and applications made by such Pledgor (other than Federal Intent To Use Applications prior to the filing of a verified Statement of Use under 15 U.S.C. §1051(d)), common law trademarks and trade names owned by or assigned to such Pledgor, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties (to the extent such licenses or rights are assignable as collateral), including, without limitation, the registrations, applications, unregistered trademarks, service marks and licenses listed on Schedule B hereto, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks");

(c) Copyrights, whether statutory or common law, owned by or assigned to such Pledgor, and all exclusive and nonexclusive licenses (other than nonexclusive licenses to use off-the-shelf software products) to such Pledgor from third parties or rights to use copyrights owned by such third parties (to the extent such licenses or rights are assignable as collateral), including, without limitation, the registrations, applications and exclusive licenses listed on Schedule C hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future

infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights");

(d) Websites (including without limitation, all content, HTML documents, audiovisual material, software, data, copyrights, trademarks, patents and trade secrets relating to such websites) and domain names owned by or assigned to such Pledgor and all exclusive and nonexclusive licenses to such Pledgor from third parties or rights to use websites or domain names owned by such third parties, including, without limitation, the registrations, applications and exclusive licenses listed on Schedule D hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) any other rights corresponding thereto throughout the world (collectively, "Websites and Domain Names");

(e) The entire goodwill of such Pledgor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain names, methods, procedures and formulae) connected with the use of and symbolized by Trademarks of such Pledgor; and

(f) All Proceeds (as defined under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "UCC") or other relevant law) of any of the foregoing, and in any event including, without limitation, any and all (1) proceeds of any insurance, indemnity, warranty or guaranty payable to the Collateral Agent or to such Pledgor from time to time with respect to any of the Pledged Collateral, (2) payments (in any form whatsoever) made or due and payable to such Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any Governmental Authority (or any person acting on behalf of a Governmental Authority), (3) instruments representing amounts receivable in respect of any Patents, Trademarks or Copyrights, (4) products of the Pledged Collateral and (5) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral;

2. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Pledgors (herein called the "Secured Obligations");

(a) Principal of and premium, if any, and interest on the Loans;

(b) Any and all other obligations of the Borrower or any of the other Credit Parties or Subsidiaries to the Secured Parties under the Credit Agreement or any Loan Document or under any agreement or instrument relating thereto, all as amended from time to time, including without limitation any Hedging Agreements entered into in connection with the Credit Agreement or any Loan Documents; and

(c) Any and all other Guaranteed Obligations and Indebtedness in connection with the Credit Agreement or any Loan Documents of the Borrower or any of the other Credit

Parties or Subsidiaries to the Secured Parties or any of them, whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising, including, without limitation, any and all other fees, premiums, penalties or other Guaranteed Obligations or Indebtedness in connection with the Credit Agreement or any Loan Documents of the Pledgors to the Secured Parties or any of them.

3. No Release. Nothing set forth in this Agreement shall relieve the Pledgors from the performance of any term, covenant, condition or agreement on the Pledgors' part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any Person under or in respect of any of the Pledged Collateral or impose any obligation on the Collateral Agent or any other Secured Party to perform or observe any such term, covenant, condition or agreement on the Pledgors' part to be so performed or observed or impose any liability on the Collateral Agent or any other Secured Party for any act or omission on the part of the Pledgors relating thereto or for any breach of any representation or warranty on the part of the Pledgors contained in this Agreement or any other Loan Document or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of the Pledgors contained in this Section 3 shall survive the termination of this Agreement and the discharge of the Pledgors' other obligations hereunder and under the other Loan Documents.

4. Supplements; Further Assurances. Each Pledgor (1) agrees that it will join with the Collateral Agent in executing and, at its own expense, will file and refile, or permit the Collateral Agent to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement and licenses to use software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices and the United States Copyright Office), as the Collateral Agent may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Collateral Agent for the benefit of the Secured Parties hereunder, and (2) hereby authorizes the Collateral Agent to file financing statements and amendments, relative to all or any part thereof, without the signature of such Pledgor where permitted by law and agrees to do such further acts and things, and to execute and deliver to the Collateral Agent such additional assignments, agreements, powers and instruments, as the Collateral Agent may reasonably require to carry into effect the purposes of this Agreement or better to assure and confirm unto the Collateral Agent its respective rights, powers and remedies hereunder. Each Pledgor shall, upon the reasonable request of the Collateral Agent, and hereby authorizes the Collateral Agent to, take any and all such actions as may be deemed advisable by the Collateral Agent to perfect and preserve the rights and interests granted to the Collateral Agent for the benefit of the Secured Parties with respect to the Pledged Collateral wherever located. All of the foregoing shall be at the sole cost and expense of the Pledgors.

5. Representations and Warranties of the Pledgors. Each Pledgor hereby represents and warrants to the Secured Parties as follows:

(a) Each Pledgor is, and, as to Pledged Collateral acquired by it from time to time after the date hereof, such Pledgor will be, except as indicated on the schedules attached hereto or as otherwise permitted by the Credit Agreement, the sole and exclusive owner or, as applicable, exclusive or nonexclusive licensee of all Pledged Collateral which on the schedules

attached hereto is designated as being owned or licensed by such Pledgor. The pledge and security interest created by this Agreement shall not at any time be subject to any prior lien, pledge, security interest, encumbrance, license, assignment, collateral assignment or charge of any kind, including, without limitation, any filing or agreement to file a financing statement as debtor under the UCC or any subordination arrangement in favor of any party other than the Pledgors (collectively "Liens"), except for those Liens set forth on Schedule E hereto and except as permitted hereunder and under the Credit Agreement (collectively, "Prior Liens"). Each Pledgor further represents and warrants to the Collateral Agent that Schedules A, B C and D hereto, respectively, are true, correct and complete lists as of the date hereof of all material Patents, Trademarks, Copyrights, Websites and Domain Names owned by the Pledgors and that Schedules E, F and G hereto are true and correct in all material respects with respect to the matters set forth therein as of the date hereof.

(b) Each Pledgor has full corporate power, authority and legal right to pledge and grant a security interest in the respective Pledged Collateral in accordance with the terms of this Agreement and this Agreement has been duly and validly executed and delivered by such Pledgor, constitutes the legal, valid and binding obligation of such Pledgor, enforceable against such Pledgor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(c) Except as set forth on Schedule F hereto and except for filings with the Patent and Trademark Office and Copyright Office, under the UCC and under applicable foreign law, no authorization, consent, approval, license, qualification or formal exemption from, nor any filing, declaration or registration with, any court (other than in connection with the exercise of judicial remedies), governmental agency or regulatory authority, or with any securities exchange or any other Person is required in connection with (1) the pledge by the Pledgors of the Pledged Collateral pursuant to this Agreement, or the execution, delivery or performance by the Pledgors of this Agreement, (2) the grant of a security interest (including the priority thereof when the appropriate filings have been made and accepted) in, the Pledged Collateral by the Pledgors in the manner and for the purpose contemplated by this Agreement or (3) the exercise of the rights and remedies of the Administrative Agent created hereby.

(d) Each Pledgor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Pledged Collateral, including, without limitation, registration of its Websites and Domain Names with the appropriate domain name registrars and the appropriate recordations of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever it does business using such Patents and Trademarks throughout the world and its claims to Copyrights in the United States Copyright Office, in each case including licenses and as otherwise requested from time to time by the Collateral Agent, except as may be consistent with prudent and commercially reasonable business practices and would not have a Material Adverse Effect.

(e) The Pledgors are the sole and exclusive owners of the websites and domain names listed on Schedule D and have registered such domain names with Network Solutions, Inc. or the applicable authority which provides for the exclusive use by the Pledgors

of such domain names. The websites do not contain any material, the publication of which may result in (a) the violation of rights of any person or (b) a right of any person against the publisher or distributor of such material.

(f) The domain name servers used in connection with the Pledgors' domain names are set forth on Schedule D hereto. Such domain name servers are controlled by the companies set forth on Schedule D hereto and located at the locations set forth on Schedule D hereto. No Pledgor will change such domain name servers without 30 days' prior notice to the Administrative Agent.

(g) The administrative contacts at Network Solutions Inc. used in connection with the registration of the Pledgors' domain names are set forth on Schedule D hereto. No Pledgor will cause a change in the identity of such administrative contacts without 30 days' prior notice to the Administrative Agent.

(h) Each Pledgor owns or has rights to use all the Pledged Collateral and all rights with respect to any of the foregoing used in, necessary for or material to such Pledgor's business as currently conducted and as contemplated to be conducted pursuant to the Loan Documents. To each Pledgor's knowledge, (i) the use of such Pledged Collateral and all rights with respect to the foregoing by such Pledgor does not infringe in any material respect on the rights of any Person except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, and, (ii) except as set forth on Schedule G attached hereto, as of the date hereof, no material claim has been made and remains outstanding that such Pledgor's use of the Pledged Collateral does or may violate the rights of any third person.

(i) Upon filings and the acceptance thereof in the appropriate offices under the UCC and in the United States Patent and Trademark Office and the United States Copyright Office, this Agreement will create a valid and duly perfected first priority lien and security interest in the United States in the Pledged Collateral, subject to no Liens other than Prior Liens.

6. Covenants.

(a) Each Pledgor will, at the expense of the Pledgors, subject to any Prior Liens, make, execute, acknowledge and deliver, and file and record in the proper filing and recording offices, all such instruments or documents, including, without limitation, appropriate financing and continuation statements, licenses and collateral agreements, and take all such action (limited, as aforesaid, if applicable) as may reasonably be deemed necessary or appropriate by the Collateral Agent (1) to carry out the intent and purposes of this Agreement, (2) to assure and confirm to the Collateral Agent the grant or perfection of a security interest in the Pledged Collateral for the benefit of the Secured Parties, and (3) during the continuation of an Event of Default, to enable the Collateral Agent and the Secured Parties to exercise and enforce their rights and remedies hereunder with respect to any Pledged Collateral. Without limiting the generality of the foregoing, each Pledgor agrees that it:

(A) will not enter into any agreement that would materially impair or conflict with such Pledgor's obligations hereunder;

(B) will, promptly following its becoming aware thereof, notify the Collateral Agent of

(i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to such Pledgor's business; or

(ii) any written claim received, the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Pledgor's claim of ownership in or right to use any of the Pledged Collateral, its right to register the Pledged Collateral, or its right to keep and maintain such registration in full force and effect in each case that is material;

(C) will properly maintain and protect the Pledged Collateral to the extent necessary or appropriate for the conduct of such Pledgor's business (as then conducted) and consistent with applicable statutory requirements;

(D) will not grant or permit to exist any Lien upon or with respect to the Pledged Collateral or any portion thereof except Liens in favor of the Collateral Agent for itself and the other Secured Parties or as permitted under this Agreement or the Credit Agreement, and will not execute any security agreement or financing statement covering any of the Pledged Collateral except in the name of the Collateral Agent for itself and the other Secured Parties or as permitted under this Agreement or the Credit Agreement;

(E) except in accordance with prudent and commercially reasonable business practices, will not permit to lapse or become abandoned, settle or compromise any material pending or future litigation or material administrative proceeding with respect to the Pledged Collateral without the consent of the Secured Parties, or contract for sale or otherwise dispose of the Pledged Collateral or any portion thereof except as permitted by the Credit Agreement;

(F) will, upon obtaining knowledge thereof, promptly notify the Collateral Agent in writing of any event which may reasonably be expected to materially adversely affect the value or utility of the Pledged Collateral as a whole, the ability of the Pledgors or the Collateral Agent to dispose of the Pledged Collateral or any portion thereof or the material rights and remedies of the Collateral Agent or the Secured Parties in relation thereto;

(G) until the Collateral Agent exercises its rights to make collection, will diligently keep adequate records respecting the Pledged Collateral;

(H) subject to the first sentence of this Section 6(a), hereby authorizes the Collateral Agent, in its sole discretion, to file one or more financing or continuation statements and amendments thereto, relative to all or any part of the Pledged Collateral without the signature of such Pledgor where permitted by law; (including any carbon,

photographic or other reproduction of a pledge agreement or financing statement, which shall be sufficient as a financing statement under this Agreement to the extent permitted by law).

(I) will furnish to the Collateral Agent from time to time statements and amended schedules further identifying and describing the Pledged Collateral and such other materials evidencing or reports pertaining to the Pledged Collateral as the Collateral Agent may from time to time reasonably request, all in reasonable detail;

(J) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, license fees and similar taxes or impositions payable in respect of the Pledged Collateral, that, if not paid, could result in a Material Adverse Effect (as defined in the Credit Agreement), before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Pledgor has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect; and

(K) will comply in all material respects with all laws, rules and regulations applicable to the Pledged Collateral.

(b) If, before the Secured Obligations (other than Secured Obligations in the nature of continuing indemnities or contingent reimbursement obligations that have not yet matured) shall have been paid and satisfied in full in cash or cash equivalents and the obligations of the Lenders to make additional Loans under the Credit Agreement shall have terminated or expired, any Pledgor shall: (1) obtain any rights to any additional Pledged Collateral or (2) become entitled to the benefit of any additional Pledged Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Patent, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and any item enumerated in clause 6(b)(1) or clause 6(b)(2) with respect to such Pledgor shall automatically constitute Pledged Collateral if such would have constituted Pledged Collateral at the time of execution of this Agreement, and be subject to the assignment, Lien and security interest created by this Agreement without further action by any party. The Pledgors shall promptly provide to the Collateral Agent written notice of any of the foregoing. Each Pledgor agrees, promptly following the written request by the Collateral Agent, to confirm the attachment of the lien and security interest created by this Agreement to any rights described in clause 6(b)(1) or clause 6(b)(2) above if such would have constituted Pledged Collateral at the time of execution of this Agreement by execution of an instrument in form acceptable to the Collateral Agent.

(c) Each Pledgor authorizes the Collateral Agent to modify this Agreement by amending Schedules A, B and/or C annexed hereto to include any future Pledged Collateral of such Pledgor, including, without limitation, any of the items listed in Section 6(b).

(d) Each Pledgor shall file and prosecute diligently all applications for Patents, Trademarks or Copyrights now or hereafter pending that are material to the businesses

of such Pledgor to which any such applications pertain, and to do all acts necessary to preserve and maintain all rights in the Pledged Collateral unless such Pledged Collateral has become obsolete to such Pledgor's business, as reasonably determined by such Pledgor consistent with prudent and commercially reasonable business practices. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Pledgors. Except in accordance with prudent and commercially reasonable business practices, the Pledgors shall not abandon any right to file a Patent, Trademark or Copyright application or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright without the consent of the Collateral Agent.

7. Remedies upon Default.

(a) If any Event of Default shall have occurred and be continuing, such Event of Default not having previously been waived, remedied or cured, the Collateral Agent may to the full extent permitted by law or contract: (1) exercise any and all rights on a nonexclusive basis throughout the world irrevocably and perpetually as if it were the beneficial and legal owner or licensee, as the case may be, of the Pledged Collateral, including, without limitation, perfecting assignment of any and all contractual rights and powers with respect to the Pledged Collateral to the extent permitted by such Pledged Collateral and (2) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use any or all of the Pledged Collateral (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to the quality control provisions in the original license) or any part thereof, in each case, free of all rights and claims of the Pledgors therein and thereto. In accordance with such rights, the Collateral Agent shall have (A) the right to cause any or all of the Pledged Collateral to be transferred of record into the name of the Collateral Agent or its nominee and (B) the right to impose (i) such limitations and restrictions on the sale or assignment of the Pledged Collateral as the Secured Parties may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to the sale or assignment, and (ii) any necessary or appropriate requirements for any required governmental approvals or consents.

(b) Except as provided in this Section 7 and other express notice provisions of the Loan Documents, each Pledgor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Secured Parties of any of their rights and remedies hereunder.

(c) Each Pledgor agrees that, to the extent notice of sale shall be required by law, ten (10) days' notice from the Collateral Agent of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place shall be commercially reasonable notification of such matters. In addition to the rights and remedies provided in this Agreement and in the other Loan Documents, each of the Secured Parties shall have all the rights and remedies of a secured party under the UCC.

(d) Except as otherwise provided herein, each Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with the Collateral Agent's taking possession or the Collateral Agent's disposition of any of the Pledged Collateral, including, without limitation, any and all prior notice and rights to a hearing for any

prejudgment remedy or remedies and any such right which such Pledgor would otherwise have under law, and such Pledgor hereby further waives to the extent permitted by applicable law: (1) all damages occasioned by any such taking of possession; (2) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Secured Parties' rights hereunder; and (3) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. Any sale of, or the grant of options to purchase, or any other realization upon, any Pledged Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the Pledgors therein and thereto, and shall be a perpetual bar both at law and in equity against the Pledgors and against any and all Persons claiming or attempting to claim the Pledged Collateral so sold, optioned or realized upon, or any part thereof, from, through or under the Pledgors.

8. Application of Proceeds. The proceeds of any Pledged Collateral obtained pursuant to the exercise of any remedy set forth in Section 7 shall be applied, together with any other sums then held by the Collateral Agent pursuant to this Agreement, promptly by the Collateral Agent hereunder and by the Administrative Agent pursuant to the Credit Agreement:

First, to the payment of all costs and expenses, fees, commissions and taxes of such sale, collection or other realization, including, without limitation, reasonable reimbursement to the Collateral Agent, the Secured Parties and their agents and counsel for all expenses, fees, liabilities and advances made or incurred by them in connection with the exercise of such remedies and all expenses, liabilities and advances made or incurred by the Collateral Agent and the Secured Parties in connection therewith, together with interest on each such amount at the rate then in effect under the Credit Agreement;

Second, to the payment of all other costs and expenses of such sale, collection or other realization, including, without limitation, reasonable reimbursement to the Secured Parties and their agents and counsel for all expenses, fees, liabilities and advances made or incurred by them in connection therewith and all costs, liabilities and indebtedness made or incurred by the Collateral Agent and the Secured Parties in connection therewith together with interest on each such amount at the highest rate then in effect under the Credit Agreement;

Third, to the Administrative Agent to be disbursed to the Lenders against payment in full in cash of the Secured Obligations, in accordance with the terms of the Credit Agreement; and

Fourth, to the Pledgors, or their successors or assigns, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such Proceeds.

9. No Waiver; Cumulative Remedies.

(a) No failure on the part of the Collateral Agent or the Secured Parties to exercise, no course of dealing with respect to, and no delay on the part of the Collateral Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any

single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(b) In the event the Collateral Agent shall have instituted any proceeding to enforce any right, power or remedy under this instrument by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Collateral Agent, then and in every such case, the Pledgors and the Collateral Agent shall, to the extent permitted by applicable law, be restored to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of the Collateral Agent shall continue as if no such proceeding had been instituted, except to the extent of any adverse determination.

10. The Collateral Agent May Perform; the Collateral Agent Appointed Attorney-in-Fact. If any Pledgor shall fail to do any act or thing that it has covenanted to do hereunder or any warranty on the part of any Pledgor contained herein shall be breached, the Collateral Agent may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose. Any and all amounts so expended by the Collateral Agent shall be paid by the Pledgors promptly upon demand therefor, with interest at the rate provided for under the Credit Agreement during the period from and including the date on which such demand was made to the date of repayment. The Pledgors' obligations under this Section 10 shall survive the termination of this Agreement and the discharge of the Pledgors' other obligations hereunder. Upon the occurrence and continuation of an Event of Default, such default not previously having been waived, remedied or cured, each Pledgor hereby appoints the Collateral Agent its attorney-in-fact with an interest, with full authority in the place and stead of such Pledgor and in the name of such Pledgor, or otherwise, from time to time in the Collateral Agent's reasonable discretion to take any action and to execute any instruments consistent with the terms of this Agreement and the other Loan Documents which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term of this Agreement. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

11. Litigation.

(a) Each Pledgor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such applications for protection of the Pledged Collateral, suits, proceedings or other actions for infringement, counterfeiting, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Pledged Collateral. The Collateral Agent shall provide all reasonable or necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party.

(b) Upon the occurrence and during the continuation of an Event of Default, such Event of Default not having previously been waived, remedied or cured, the Collateral Agent shall have the right but shall in no way be obligated to file applications for protection of the Pledged Collateral and/or bring suit in the name of the Pledgors, the Collateral Agent or the

Secured Parties to enforce the Pledged Collateral and any license thereunder; in the event of such suit, the Pledgors shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all documents required by the Collateral Agent in aid of such enforcement and the Pledgors shall promptly, upon demand, reimburse and indemnify the Collateral Agent, as the case may be, for all costs and expenses incurred by the Collateral Agent in the exercise of its rights under this Section 11.

12. Modifications in Writing. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure by the Pledgors therefrom, shall be effective unless the same shall be in writing and signed by the Collateral Agent and, except in the case of any such termination, waiver or consent, by each Pledgor. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by the Pledgors from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other Loan Document, no notice to or demand on the Pledgors in any case shall entitle the Pledgors to any other or further notice or demand in similar or other circumstances.

13. Termination; Release. When all the Secured Obligations (other than Secured Obligations in the nature of continuing indemnities or contingent reimbursement obligations that have not yet matured) have been paid in full and have been terminated and the Revolving Credit Commitments of the Lenders to make any Loan under the Credit Agreement have terminated or expired and no Letters of Credit remain outstanding, this Agreement shall terminate. Upon termination of this Agreement or any release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall, upon the request and at the expense of the Pledgors, forthwith assign, transfer and deliver to the Pledgors against receipt and without recourse to or warranty by the Collateral Agent, such of the Pledged Collateral to be released (in the case of a release) as may be in the possession of the Collateral Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, on the order of and at the expense of the Pledgors, and proper instruments (including UCC termination statements on Form UCC-3 and documents suitable for recordation in the United States Patent and Trademark Office, the United States Copyright Office or similar domestic or foreign authority) acknowledging the termination of this Agreement or the release of such Pledged Collateral, as the case may be.

14. Reinstatement. Notwithstanding the provisions of Section 13, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Agents in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by the Agents upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Pledgor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, any Pledgor or any substantial part of its properties, or otherwise, all as though such payments had not been made.

15. Credit Agreement. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Collateral Agent. In the event that any provision of this Agreement is in conflict with the terms of the Credit Agreement,

the Credit Agreement shall control. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Collateral Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "Collateral Agent" as used herein shall include Fleet National Bank and any other Person acting as Collateral Agent for the Secured Parties pursuant to the terms of the Credit Agreement.

16. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of Section 10.1 of the Credit Agreement.

17. Continuing Security Interest; Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (a) remain in full force and effect until the payment in full in cash of all Secured Obligations (other than Secured Obligations in the nature of continuing indemnities or contingent reimbursement obligations that have not yet matured) and the termination or expiration of the obligations of the Lenders to make Loans under the Credit Agreement, (b) be binding upon each Pledgor, its successors and assigns, and (c) inure, together with the rights and remedies of the Secured Parties hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns; other than the Secured Parties, no other Persons (including, without limitation, any other creditor of the Pledgors) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause 17(c), any Secured Party may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Secured Parties, herein or otherwise, subject however, to the provisions of the Credit Agreement.

18. GOVERNING LAW; TERMS. THIS AGREEMENT, INCLUDING THE VALIDITY HEREOF AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER IN RESPECT OF ANY PARTICULAR INTELLECTUAL PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE COMMONWEALTH OF MASSACHUSETTS.

19. CONSENT TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL. EACH PLEDGOR, TO THE EXTENT THAT IT MAY LAWFULLY DO SO, HEREBY CONSENTS TO SERVICE OF PROCESS, AND TO BE SUED, IN THE COMMONWEALTH OF MASSACHUSETTS AND CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS LOCATED IN BOSTON AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY OF ITS OBLIGATIONS HEREUNDER OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY, AND EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE AS TO VENUE IN ANY SUCH COURTS. EACH

PLEDGOR FURTHER AGREES THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY OF SUCH COURTS SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED PERSONALLY OR BY CERTIFIED MAIL TO IT IN ACCORDANCE WITH PARAGRAPH 16 HEREOF OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THE COLLATERAL AGENT OR ANY OTHER SECURED PARTY MAY OTHERWISE HAVE TO BRING AN ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

EACH PLEDGOR IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST SUCH PLEDGOR IN RESPECT OF ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

21. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

22. Headings. The Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

23. Obligations Absolute. To the extent permitted by applicable law, all obligations of the Pledgors hereunder shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document, or any other agreement or instrument relating thereto;


(c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations; or

(d) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this Agreement or any other Loan Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 13 hereof.

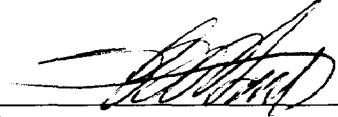
24. Future Advances. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Credit Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the date first above written.

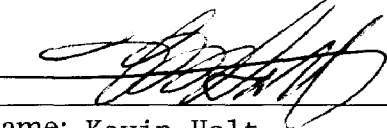
WALCO INTERNATIONAL, INC.

By: 
Name: Kevin Holt
Title: Senior Vice President and
Chief Financial Officer

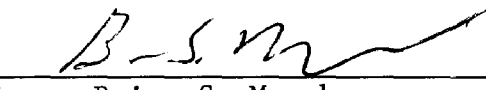
WALCO HOLDINGS, INC.

By: 
Name: Kevin Holt
Title: Senior Vice President and
Chief Financial Officer

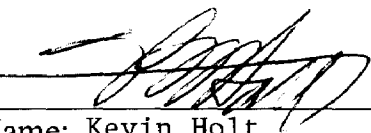
WALCO INTERMEDIATE, INC.

By: 
Name: Kevin Holt
Title: Senior Vice President and
Chief Financial Officer

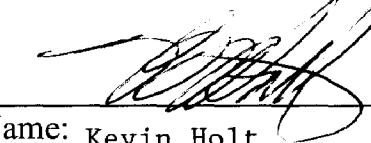
AMERICAN LIVESTOCK SUPPLY, INC.

By: 
Name: Brian S. Murphy
Title: Vice President

CUSTOM BIOLOGICS, INC.

By: 
Name: Kevin Holt
Title: Vice President and Treasurer


PROVINCE LIVESTOCK SUPPLY, LTD.

By: 
Name: Kevin Holt
Title: Vice President


TRADEMARK

REEL: 002544 FRAME: 0166

PROVINCE LIVESTOCK SUPPLY, LTD.

By: 
Name: Kevin Holt
Title: Vice President

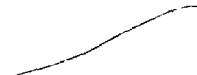
WESTERN VETERINARY SUPPLIES, LTD.

By: 
Name: Kevin Holt
Title: Vice President

FLEET NATIONAL BANK, as Collateral Agent
for itself and the other Secured Parties

By: 
Name: Mark D. Cordes
Title: Managing Director

[Signature Page to Amended and Restated IP Security Agreement]



SCHEDULES

- Schedule A Patents
- Schedule B Trademarks & Service Marks
- Schedule C Copyrights
- Schedule D Websites and Domain Names
- Schedule E Liens
- Schedule F Required Consents & Licenses
- Schedule G Claims, Litigation, Etc.

PATENTS

(including exclusive and nonexclusive licenses)

None.

TRADEMARKS & SERVICE MARKS

(including registrations and applications and exclusive and nonexclusive licenses)

A. Domestic Trademarks

1. The Company owns the trademark, GOOD START, Registration No. 1,955,002, veterinary nutritional supplements.
2. The Company owns the trademark AGRI PHARM, Registration No. 1,027,733.
3. The Company owns the trademark AIR-VET, Registration No. 1,604,124.
4. The Company owns the trademark OXY-VET, Registration No. 1,980,825, for veterinary antibiotics.
5. The Company owns the trademark YELLOW LITE, Registration No. 1,832,582, for buffered electrolyte water acidifier with vitamins.
6. The Company owns the trademark VITA-ORAL, Registration No. 1,831,045, livestock oral vitamin complex.
7. The Company owns the trademark RXV-BP-1, Registration No. 1,831,046, for veterinary medicine containing bacteria.
8. The Company owns the trademark LUBISEPTOL, Registration No. 1,837,664 for non-spermicidal lubricant for veterinary use.
9. The Company owns the trademark DUO PEN, Registration No. 962,500, for veterinary antibiotics.
10. The Company owns the trademark INTOUCH, Registration No. 2,046,134.
11. The Company owns the trademark AFTER BIRTH, Supplemental Registration No. 1,881,680, for antiseptic and proteolytic aid in beef, dairy cattle, and sheep.
12. The Company owns the trademark VITA JEC, Registration No. 969,052, for veterinary vitamins.
13. The Company owns the trademark KETA-STHETIC, Registration No. 1,915,956, for anesthetic for animals.

14. The Company owns the trademark, SUPPRESSOR, Registration No. 2,012,726, for veterinary anti-inflammatory.
15. The Company owns the trademark SUPRA-SULFA, Registration No. 1,064,285, for antibacterial veterinary medicine.
16. The Company owns the trademark TRIPLE-HISTAMINE, Registration No. 2,129,878, for anti-histamine for large animals.
17. The Company owns the service mark PARAGON, Registration No. 2,069,515.
18. The Company owns the trademark for OXY-MYCIN, Registration No. 1,087,993, for veterinary antibacterials and antibiotics.
19. The Company owns the trademark, NEOVET, Registration No. 1,063,116, for veterinary antibiotics.
20. The Company owns the trademark RXV PRODUCTS, Registration No. 1,376,847.
21. The Company owns the trademark EXIT, Registration No. 2,058,430, for insecticide for delousing animals.
22. The Company owns the trademark for an Octagon Logo, Supplemental Registration No. 1,383,793, for animal vaccines.
23. The Company owns the trademark COCCICOR, Registration No. 1,698,740, for veterinary pharmaceutical preparations for use with livestock.
24. The Company owns the trademark and, design WI/WALCO, Registration No. 2,193,857 for an all purpose cleaner.
25. The Company owns the trademark RXV, Registration No. 1,408,163, for veterinary medicines and pharmaceutical preparations.
26. The Company owns the trademark HOLT, Registration No. 75/395024.
27. The Company owns the trademark AMERICAN LIVESTOCK SUPPLY, Registration No. 75/395023.

28. The Company owns the trademark ANEM-X (stylized), Registration No. 2,448,175.
29. The Company owns the trademark RXV RESCUE, Registration No. 2,314,616.
30. The Company owns the trademark COMEBACK, Registration No. 2,255,087.
31. The Company owns the trademark FIRST COMPANION, Registration No. 2,392,486.
32. The Company has applied for the trademark NOW, Serial No. 78/050,997, an antibiotic for domestic pets and livestock.
33. The Company has applied for the trademark LATER, Serial No. 78/051,000, an antibiotic for domestic pets and livestock.
34. The Company has applied for the trademark HEALTHGUARD, Serial No. 75/180,376.
35. The Company owns the trademark -50 BELOW, Registration No. 2,332,021.
36. The Company owns the trademark EXALT, Registration No. 2,456,199.
37. The Company owns the trademark ORIGIN, Registration No. 2,453,950.
38. The Company owns the trademark ITA (and design), Registration No. 2,521,274.
39. The Company has applied for the trademark IVERMAX, Class 5, Serial No. 78/022,973.
40. The Company has applied for the trademark IVER-GUARD, Serial No. 76/189,411.
41. The Company has applied for the trademark COVERT, Class 5, Serial No. 78/039,642.
42. The Company has applied for the trademark GUAGE, Class 5, Serial No. 78/040,465.
43. The Company has applied for the trademark PACESETTER (and design), Serial No. 78/057,852.
44. The Company has applied for the trademark DERMALAG Serial No. 78/053,570.
45. The Company has applied for the trademark ODO SOOTHE, Class 5, Serial No.

78/106,972.

46. The Company has applied for the trademark BOVINE COCCI FIGHTER, Serial No. 78/067,934.
47. The Company has applied for the trademark SCOUR VAX, Class 5, Serial No. 78/083,775.
48. The Company has applied for the trademark K9-IMMUNO-VAX, Class 5, Serial No. 78/099,682.
49. The Company has applied for the trademark TETNI-VAX, Class 5, Serial No. 78/100,182.
50. License Agreement, dated May 11, 1994, between Walco International, Inc. and Michael Gian re: ACCUMIX patent, a method and apparatus for continuous mixing of small, precise quantities of bulk materials with a liquid stream.
51. Agreement, dated March 1996, between RXV/Walco International and Anthony Products, Inc. re: BENZA PEN, Registration No. 953,483, for animal antibiotics.
52. Agreement, dated July 8, 1993, between Walco International, Inc. and Sanofi Animal Health re: the Company's option to purchase the trademark AGRIPHARM, Registration No. 1,027,733.
53. Agreement, dated July 31, 1996, between Walco International, Inc. and Hoffmarin-LaRoche Inc. re: right to use AUREOMYCIN and AUREO S 700 trademarks.
54. Distributor's Statement, dated April 2, 1979 by Bureau of Veterinary Medicine, Food and Drug Administration, re Walco's distribution of IRON DEXTRAN COMPLEX under labeling requirements for a new animal drug application.

In connection with the Hi-Pro Acquisition, the Borrower will be licensing the name "Hi-Pro Animal Health" for a period of 2 years pursuant to the Licence Agreement dated as of June __, 2002 between the Borrower and Friona Industries, L.P. (the "License Agreement").

International Registrations

Products Registered to Walco International, Inc. in Vietnam

Product

Registration Number

1.	Vitamin AD 500 Injectable	RXV-04-95
2.	Vitamin B Complex Fortified	RXV-02-95/RXV-03-95
3.	Iron Dextron 100mg IOOml	
4.	Oxymycin 100mg 500ml	RXV-01-95
5.	Spectam Scour Halt	

Products Registered to Walco Mexico S.A. de C.V.

<u>Product</u>	<u>Registration Number</u>
Aniononia Hold	Q-7527-001
Amino Plus Conc	Q-7527-002
Bismusal Suspension	Q-7527-003
Bloat Treatment	Q-7527-004
Blood Stop Powder	Q-7527-005
CMPK	Q-7527-006
Dextrose 50%	Q-7527-007
Dipyron 50%	Q-7527-008
Iron Dextran Complex Inj	Q-7527-009
Nitrofurazone Dressing 0.2%	Q-7527-010
Pen Aqueous	Q-7527-011
Oxymycin 100	Q-7527-012
Supra Sulfa III	Q-7527-013
Tetracycline Power 324	Q-7527-014
Vetalyte Plus I.V.	Q-7527-015
Vita Jec Vitamin ADB12	Q-7527-016
Vita Jec Vitamin B12 1000 mcg	Q-7527-017
Vita Jec AD 500	Q-7527-018
Vita Jec Vitamin B12 3000 mcg	Q-7527-019
Dexamethasone 2	Q-7527-021
Replenish	Q-7527-022
Oxytocin	Q-7527-023
Lidocaine	Q-7527-024
Duo Pen	Q-7527-025
After Birth	Q-7527-026
Ceftolex	Q-7527-027
Vita Jec ADE	Q-7527-028
Gentamycin 50	Q-7527-029
Pen Oleous	Q-7527-030
Vita Jec B Complex	Q-7527-031
Gentamycin 100	Q-7527-032
Colinspect	Q-7527-033
Ciprocin Solucion Oral	Q-7527-034
Penmycin Plus	Q-7527-035
Ciprocin	Q-7527-036
Levamicin	Q-7527-037
Pen Mycin	Q-7527-038

Sulfacin Plus	Q-7527-039
Tylosine 200	Q-7527-040
Sulfacin	Q-7527-041
Oxymycin 50	Q-7527-042
Ivercin	Q-7527-043

Registration Held by Walco International, Inc. in Brazil

<u>Tradename</u>	<u>Number</u>	<u>Class of Trade</u> ¹
	819248711	03.30
Walco	819248746	09.15
Walco	819248754	21.10/20
Walco	819254819	05.70
Walco	819248762	03.30
RXV	819248770	09.15
RXV	819248789	21.10/20
RXV	819254800	05.70
RXV		

¹Brazilian Classifications:

03.30 Sanitary products; non-therapeutic application for animals

05.70 Medicines for veterinary purposes

09.15 Scientific, medical, dental and veterinary apparatus and
instruments

21.10 Foodstuffs for animals

21.20 Articles for animals

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(including registrations and applications and exclusive and nonexclusive licenses)

None.

WEBSITES AND DOMAIN NAMES

Domain Name	Operational?
WESTERNVETERINARYSUPPLY.COM	N
AMERICANLIVESTOCKANDPETSUPPLY.COM	N
PARAGONLOGISTICS.COM	N
WESTERNVETSUPPLY.COM	N
AMERICANLIVESTOCKPETSUPPLY.COM	N
ALSPETS.COM	N
ALSPET.COM	N
WALCOITA.COM	N
AIRVET.COM	N
ANIMALHEALTHPROS.COM	Y
ANIMALHEALTHPROS.NET	N
WALCOINTL.COM	Y
DVMRESOURCES.COM	Y
DVMRESOURCES.NET	N
MULTIMINUSA.COM	Y
RXVPRODUCTS.COM	Y
AGRIPHARM.COM	
WALCOINC.COM - Registered to Walco but managed by third party.	
INTOUCHRESOURCES.NET - Expired and not renewed.	

SCHEDULE E

LIENS

None.

REQUIRED CONSENTS AND LICENSES

Walco notified Friona Industries, L.P. ("Friona") that it was assigning its rights under the License Agreement to the Collateral Agent. Friona agreed to such assignment.

CLAIMS, LITIGATION, ETC.

On May 24, 2001, Walco International, Inc. was dismissed from a lawsuit previously filed by Micro Beef Technologies, Inc. (Micro Beef Technologies, Inc. v. Lextron, Inc. and WALCO International, Inc.; Case Number 2-00CV-100-J; United States District Court, Northern District of Texas, Amarillo Division). Plaintiff alleged infringement of certain patents owned by Plaintiff. The claims were dismissed without prejudice in May, 2001.