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Tab settings

IN FORM COVER SHEET

TRADEMARKS ONLY

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):

Wildlife Laboratories, Inc. d/b/a

Wildlife Pharmaceuticals, Inc.

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

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 401 Merritt 7, Suite 23

City: Norwalk State: CT Zip: 06856

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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 ☐ Change of Name
☐ Other _____

Execution Date: 7/21/03

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2073219, 1368629,
 2089712, 1984283

Additional number(s) attached ☐ Yes ☒ No

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

Name: R. Daniel Scheid

Internal Address: Sander Scheid Ingebretsen

Miller & Parish, P.C.

Street Address: 700 17th Street, #2200

City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved:

4

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

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

R. Daniel Scheid

Name of Person Signing

Signature

July 25, 2003

Date

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

TRADEMARK
 REEL: 002803 FRAME: 0682

SECURITY AGREEMENT

Debtor:

Name: Wildlife Laboratories, Inc., d/b/a Wildlife Pharmaceuticals, Inc.

Address:

Residence:

No.	Street	City	State	Zip Code
Business:	<u>1716 Heath Parkway</u>	<u>Fort Collins</u>	<u>CO</u>	<u>80524</u>
No.	Street	City	State	Zip Code

Secured Party:

Name: General Electric Capital Corporation

Address:	<u>401 Meritt 7, Suite 23</u>	<u>Norwalk</u>	<u>CT</u>	<u>06856</u>
	No.	Street	City	State
				Zip Code

Debtor, for consideration, hereby grants to Secured Party a security interest in the following property, and any and all property of like type now owned or hereafter acquired by Debtor, together with all additions, accessions, substitutions, proceeds and products therefrom, including natural increase of livestock, all herein called the "Collateral":

See Schedule A attached hereto and made a part hereof.

To secure payment of the indebtedness owed by PR Pharmaceuticals, Inc., a Delaware corporation ("PR Pharma") to Secured Party pursuant to: (a) the Stipulation for Entry of Judgment and Order for Delivery of Possession Against Defendant PR Pharmaceuticals executed by PR Pharma and Secured Party on June 30, 2003; and (b) the Judgment Order entered by the Larimer County District Court in favor of Secured Party and against PR Pharma on _____ in Case No. 03-CV-759 in the face amount of \$495,558.39, plus post-judgment interest at the rate of 15 percent per annum.

and all other liabilities of Debtor to Secured Party, absolute or contingent, due or to become due, now existing or hereafter arising, including liabilities arising because of funds advanced in the future at the option of Secured Party, all herein called the "OBLIGATIONS."

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

The Collateral is used or bought primarily for:

- ☐ Personal, family or household purposes;
☐ Use in farming operations,
☒ Use in business.

That Debtor's residence, state of organization or chief executive office is as stated herein, and the Collateral will be kept at

Location 1716 Heath Parkway, Fort Collins, CO County Larimer State CO

if any of the Collateral is oil, gas, or minerals to be extracted or timber to be cut, or goods which are or are to become fixtures, said Collateral concerns the following described real estate situate in the _____ County of _____ and State of Colorado, to wit:

The undersigned acknowledge receipt of a copy of this Security Agreement on date hereof, and agree that it includes and is subject to the ADDITIONAL PROVISIONS on the reverse side hereof, the same being incorporated herein by reference.

Debtor: Wildlife Laboratories, Inc., d/b/a
Wildlife Pharmaceuticals, Inc.

By: Colorado

Debtor's state of organization, or if not a registered organization, chief executive officer

84-0953973

Debtor's State Identification No.

Dated this 21 day of July, 2003

Schedule A

Complete Description of Collateral

DEBTOR: Wildlife Laboratories, inc., d/b/a Wildlife Pharmaceuticals, Inc.
1716 Heath Parkway
Fort Collins, CO 80524

SECURED PARTY: General Electric Capital Corporation
401 Merrit 7, Suite 23
Norwalk, CT 06856

1. GENERAL INTANGIBLES: All of Debtor's general intangibles (as such term is defined in the UCC) related to the following animal wildlife products, whether now or hereafter acquired, including (without limitation) all right, title and interest in, associated with, and/or evidenced by all present and future patents, patent applications, copyrights, trademarks, trade secrets, applications, registrations, approvals, licenses, permits, franchises, assignments, or other rights to develop, manufacture, use, market, distribute, and/or sell the following animal wildlife products (including all applications or registrations therefore):
 - a. NADA (New Animal Drug Application) – 139-633 Carfentanil 3 mg/ml plus the registration for the active pharmaceutical ingredient (API);
 - b. NADA – 139-879 Carnidizole tablets;
 - c. NADA – 140-874 Yohimbine 5 mg/ml;
 - d. NADA – 141-074 Naltrexone HCL 50 mg/ml;
 - e. NADA – 047-870 Etorphine 1 mg/ml;
 - f. Carfentanil (Canadian registration) (DIN No. 2046229);
 - g. Yohimbine (Canadian registration) (DIN No. 00865907);
 - h. INADA (Investigational New Animal Drug Application) – 6742 Thiafentanil oxalate;
 - i. INADA – 10-694 Etorphine 10 mg/ml;
 - j. INADA – 10-677 Ketamine 200 mg/ml;
 - k. INADA – 6867 Medetomidine 20 mg/ml;
 - l. A3080 (South African Medicine Control Council (MCC) registration in progress);
 - m. Naltrexone (South African MCC registration in progress); and

n. Etorphine (South African MCC registration in progress).

2. TRADEMARKS AND LOGOS: All of Debtor's right, title and interest in, associated with, and/or evidenced by any trademarks or logos associated with its corporate name, its identity, and/or its products owned or licensed, including (without limitation) the following:

- a. The Wildlife Pharmaceuticals corporate name;
- b. The Pronghorn/Sable antelope logo associated with the Wildlife Pharmaceuticals corporate name (Federal trademark registration no. 2073219) (registration date June 24, 1997);
- c. The Wildnil trademark for carfentanil citrate (Federal trademark registration no. 1368629) (registration date November 5, 1985);
- d. The Trexonil trademark for naltrexone hydrochloride (Federal trademark registration no. 2089712) (registration date August 2, 1997); and
- e. The Antagonil trademark for yohimbine hydrochloride (Federal trademark registration no. 1984283) (registration date July 2, 1996).