

08-20-2003

JUL 25 2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102529004

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.

7-75 US

- 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: 7/21/03

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

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:

DO NOT USE THIS SPACE

9. Signature.

R. Daniel Scheid

Name of Person Signing

[Handwritten Signature]

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: 0686

### 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 Merrit 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

## ADDITIONAL PROVISIONS

**FURTHER WARRANTIES AND COVENANTS OF THE DEBTOR.** The Debtor hereby warrants and covenants that:

1. Except for the security interest granted hereby, the Debtor is, or to the extent that this agreement states that the Collateral is, a co-owner of the debt hereof. It will be, the owner of the Collateral free from any prior lien, security interest or encumbrance and the Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

2. In spite of whether the Secured Party claims a security interest in proceeds hereunder, the Debtor will not sell or offer to sell or otherwise transfer or encumber the Collateral or any interest therein without the prior written consent of the Secured Party. The Collateral will be located at and kept at the location shown on the reverse side hereof and shall not be removed without the prior written consent of the Secured Party.

3. The Debtor will pay all taxes and assessments of every nature which may be levied or assessed against the Collateral.

4. The Debtor will keep the Collateral at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as the Secured Party may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies upon such terms, for such periods, and written by such companies or underwriters as the Secured Party may approve. Losses in all cases to be payable to the Secured Party and the Debtor as their interest may appear. All policies of insurance shall provide for at least ten days' prior written notice of cancellation to the Secured Party, and the Debtor shall furnish the Secured Party with certificates of such insurance or other evidence satisfactory to the Secured Party as to compliance with the provisions of this paragraph. The Secured Party may act as attorney for the Debtor in making, adjusting and settling claims under or cancelling such insurance and endorsing the Debtor's name on any drafts drawn by insurers of the Collateral.

5. The Debtor will not permit or allow any adverse lien, security interest or encumbrance whatsoever upon the Collateral, and will not permit the same to be attached or replevined.

6. The Collateral is in good condition, and the Debtor will, at the Debtor's own expense, keep the same in good condition and from time to time, forthwith, replace and repair all such parts of the Collateral as may be broken, worn out, or damaged without allowing any lien to be created upon the Collateral on account of such replacement or repairs, and the Secured Party may examine and inspect the Collateral at any time, wherever located.

7. The Debtor will not use the Collateral in violation of any applicable statutes, regulations or ordinances.

**ADDITIONAL RIGHTS OF PARTIES.** At its option, but without obligation to the Debtor, the Secured Party may discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance thereon, may order and pay for the repair, maintenance and preservation thereof and may pay any necessary filing or recording fees. The Debtor agrees to reimburse the Secured Party on demand for any payment made or any expense incurred by the Secured Party pursuant to the foregoing authorization. Until default the Debtor may have possession of the Collateral and use it in any lawful manner, and upon default the Secured Party shall have the immediate right to the possession of the Collateral.

Borrower hereby waives all right of homestead exemption in the Collateral, including that granted by §38-41-201, c. C.R.S. and waives any other statutory exemptions, including those granted by §13-54-102, C.R.S., insofar as such exemptions pertain to the Collateral described in this Security Agreement.

**THE DEBTOR SHALL BE IN DEFAULT** under this agreement upon the happening of any of the following events or conditions:

- (a) default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;
- (b) the making or furnishing of any warranty, representation or statement to the Secured Party by or on behalf of the Debtor which proves to have been false in any material respect when made or furnished;
- (c) loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;
- (d) death, change of name, dissolution, merger, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws of, by or against the Debtor or any guarantor or surety for the Debtor.

**UPON SUCH DEFAULT** and at any time thereafter, or if it deems itself insecure, the Secured Party may declare all Obligations secured hereby immediately due and payable subject to any notice required by law or agreement, and shall have the remedies of a secured party under Article 9 of the Colorado Uniform Commercial Code. The Secured Party may require the Debtor to assemble the Collateral and deliver or make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling or the like shall, subject to any applicable limits set forth in the Colorado Uniform Consumer Credit Code, include the Secured Party's reasonable attorneys' fees and legal expenses (including the allocated fees and expenses of in-house counsel) and such portion of the Secured Party's overhead as it may in its reasonable judgment deem allocable to and includable in such expenses. Unless the Collateral is perishable or the Secured Party in good faith believes that the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party will give the Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Debtor shown at the beginning of this Agreement at least ten days before the time of the sale or disposition. As respects crops covered by this Security Agreement, upon such default, it is agreed by the parties hereto that said crops are perishable or may decline speedily in value, and that the Secured Party may protect, cultivate, care for, harvest, or process said crops at the expense of the Debtor and may sell and dispose of said crops at private or public sale at the same mature or are harvested, at the price then available. [Where the Collateral is livestock, it is agreed that a commercially reasonable means of disposing of the Collateral shall include sale of such Collateral in the customary manner on the Denver, Colorado, livestock market or through a licensed livestock sales ring in Colorado. Sale of such livestock may be otherwise as permitted by law. It is expressly agreed also that it will not be necessary, after default and before the sale of any livestock Collateral, to collect said livestock or to have the same present at the place of sale.] In the event the Secured Party institutes legal proceedings to regain possession of the Collateral, Debtor knowingly and voluntarily waives his or her right to a hearing prior to losing possession of the Collateral by means of a court order, and agrees that the Secured Party may obtain an order for possession prior to hearing as provided in C.R.C.P. 104(d)(4).

No waiver by the Secured Party or any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this security agreement shall not waive or impair any other security the Secured Party may have or hereafter acquire for the payment of the Obligations, nor shall the taking of any such additional security waive or impair this security agreement, but the Secured Party may resort to any security it may have in the order it may deem proper and notwithstanding any Collateral Security, the Secured Party shall retain its rights of self against the Debtor.

All rights of the Secured Party hereunder shall inure to the benefit of the Secured Party's heirs, personal representatives, successors or assigns, and all promises and duties of the Debtor shall bind the Debtor's heirs, personal representatives, successors or assigns, if there be more than one Debtor, the liabilities hereunder shall be joint and several.

Should any provision of this Security Agreement conflict with any federal, state or local law or ordinance, that provision shall be deemed amended or stricken, and shall be construed, in a manner, so as to comply.

**TRADEMARK**

**REEL: 002803 FRAME: 0688**

## 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).

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 7/21/03

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporatio

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

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

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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).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

R. Daniel Scheid

Name of Person Signing

R. Daniel Scheid

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

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Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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Address: \_\_\_\_\_

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- 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)  
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Internal Address: Sander Scheid Ingebretsen

Miller & Parish, P.C.

Street Address: 700 17th Street, #2200

City: Denver State: CO Zip: 80202

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7. Total fee (37 CFR 3.41).....\$ 115.00

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- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

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R. Daniel Scheid

Name of Person Signing

R. Daniel Scheid

Signature

July 25, 2003

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Washington, D.C. 20231

**SANDER SCHEID INGEBRETSEN  
MILLER & PARISH, P.C.**

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

700 17<sup>TH</sup> STREET, SUITE 2200

DENVER, COLORADO 80202

PHONE: 303-285-5300

FAX: 303-285-5301

R. DANIEL SCHEID

DIRECT: 303-592-5164

EMAIL: DSCHEID@SSIMLAW.COM

July 25, 2003

***VIA AIRBORNE EXPRESS***

**U.S. Patent and Trademark Office  
General Information Services Division  
Crystal Plaza 3, Room 2C02  
P.O. Box 1450  
Alexandria, VA 22313-1450**

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

To the Register of Trademarks:

Please find enclosed the following:

1. An original and two copies of Recordation Form Cover Sheet;
2. Check payable to USPTO in the amount of \$115.00 (security interest in four trademarks); and
3. Security Agreement executed by Wildlife Laboratories, Inc., d/b/a Wildlife Pharmaceuticals, Inc.

Please return the recordation to my attention. In the meantime, if you have any questions regarding the enclosed, please give me a call.

Very truly yours,

  
R. Daniel Scheid

RDS:pjb  
Enclosures

**RECORDED: 07/25/2003**

**TRADEMARK  
REEL: 002803 FRAME: 0693**