

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		06/24/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Walco International, Inc.
Street Address:	520 South Main Street
City:	Grapevine
State/Country:	TEXAS
Postal Code:	76051
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1837664	LUBISEPTOL
Registration Number:	1698740	COCCICOR
Registration Number:	1383793	
Registration Number:	1408163	RXV
Registration Number:	1087993	OXY-MYCIN
Registration Number:	1063116	NEOVET
Registration Number:	1064285	SUPRA-SULFA
Registration Number:	1027733	AGRI PHARM
Registration Number:	0969052	VITA-JEC
Registration Number:	0962500	DUO PEN

CORRESPONDENCE DATA

Fax Number: (617)523-1231

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 1837664

Phone: 617.570.1292
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam Rovner, Sen. Trademark Paralegal
Address Line 1: Exchange Place, 53 State Street
Address Line 2: Goodwin Procter LLP
Address Line 4: Boston, MASSACHUSETTS 02109-2881

NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	06/27/2005

Total Attachments: 4
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 24th day of June 2005 (the "Release Date") by General Electric Capital Corporation, as Collateral Agent for the lenders from time to time party to the Credit Agreement described below (the "Secured Party"), for the benefit of Walco International, Inc. a California corporation (the "Debtor").

WHEREAS, Debtor have entered into that certain Credit Agreement dated as of March 3, 1997 with Secured Party and the lenders from time to time party thereto (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, to secure payment and performance in full of the lender obligations, Debtor entered into a Security Agreement, dated as of March 3, 1997 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtors, including but not limited to all trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office ("USPTO") notices of security interests in the Trademarks; and

WHEREAS, Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the security agreements and other financing documents executed in connection therewith and have requested that the Secured Party release its security interest in the Trademarks.

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

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademarks granted by Debtor under the Security Agreement.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for Debtor with the USPTO.
3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Debtor and the cost and expense of such documents and actions shall be borne solely by Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

5. Governing Law. This Release shall be governed by and construed and enforced under the laws of The Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

GENERAL ELECTRIC CAPITAL CORPORATION, AS COLLATERAL AGENT

By: 
Name: John M. Steidle
Title: Duly Authorized Signatory

EXHIBIT A

U.S. Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
LUBISEPTOL	74-416355	1837664	July 23, 1993	May 31, 1994
COCCICOR	74-188005	1698740	July 24, 1991	July 7, 1992
(DESIGN ONLY)	73-542697	1383793	June 12, 1985	February 18, 1986
RXV	73-542695	1408163	June 12, 1985	September 9, 1986
OXY-MYCIN	73-137892	1087993	August 17, 1977	March 28, 1978
NEOVET	73-097802	1063116	August 25, 1976	April 12, 1997
SUPRA-SULFA	73-068285	1064285	November 7, 1975	April 26, 1997
AGRI PHARM (AND DESIGN)	73-026575	1027733	July 11, 1974	December 23, 1975
VITA-JEC	72-431449	969052	August 2, 1972	September 25, 1973
DUO PEN	72-423760	962500	May 8, 1972	July 3, 2003