

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phibro Animal Health Corporation		08/14/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc.		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2854567	PHIBROCHEM	
Serial Number:	78920770	COXISTAC	
Registration Number:	2915912	LACTROL	
Registration Number:	3039182	PHIBROCARE	
Registration Number:	2110788	PHIBRO-GUARD	
Serial Number:	78575243	HEALTHY ANIMALS.HEALTHY FOOD.	
Serial Number:	78575265	AVENSIN	
Serial Number:	78576094	BOVENSIN	
Serial Number:	78576600	COCCIPROL	
Registration Number:	0631627	NICARB	
Serial Number:	78919649	AMPROMAX	

OP \$290.00 2854567

CORRESPONDENCE DATA

Fax Number: (213)996-3339

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

Phone: 2136836339
Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.0117
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	08/21/2006

Total Attachments: 5
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AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

(Phibro Animal Health Corporation)

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of August 14, 2006 (this "Amendment"), is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of October 21, 2003 (the "Trademark Security Agreement"), among **PHIBRO ANIMAL HEALTH CORPORATION**, a New York corporation (the "Debtor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as the collateral agent for certain Lenders as such term is defined therein (in such capacity, together with its successors, if any, in such capacity, "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Collateral Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Collateral Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Collateral Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

**TRADEMARK
REEL: 003374 FRAME: 0003**

IN WITNESS WHEREOF, Debtor has duly executed this Agreement, as of the date first above written.

DEBTOR:

**PHIBRO ANIMAL HEALTH
CORPORATION**, a New York corporation

By: 

Name: _____

Title: _____

SCHEDULE I

PHIBRO ANIMAL HEALTH CORPORATION

<u>Trademark</u>	<u>U.S. Registration No./ Application No.</u>	<u>Registration Date</u>
PHIBROCHEM	2,854,567	6/15/04
COXISTAC	78/920,770	6/30/06
LACTROL	2,915,912	1/4/05
PHIBROCARE	3,039,182	1/10/06
PHIBRO-GUARD	2,110,788	11/4/97
HEALTHY ANIMALS. HEALTHY FOOD	78/575,243	2/25/05 – Pending
AVENSIN	78/575,265	2/25/05 – Pending
BOVENSIN	78/576,094	2/28/05 – Pending
COCCIPROL	78/576,600	2/28/05 – Pending
NICARB	631,627	7/31/56
AmproMax	78/919,649	6/29/06 – Pending

Trademarks Filed by Phibro Animal Health Corporation

<u>Trademark</u>	<u>Country</u>	<u>Reg./App. No.</u>	<u>Filing/Reg. Date</u>
HEALTHY	Intl. Reg.	855,632	4/29/05 - Pending
ANIMALS.	Madrid Protocol		
HEALTHY	Albania, Australia,		
FOOD	Belarus, Bulgaria,		
	China, Croatia, Cuba		
	Eur. Community,		
	Georgia, Iran, Japan,		
	Kenya, Korea,		
	Kyrgyzstan, Morocco,		
	Namibia, Norway,		
	Romania, Russian Fed.,		
	Serbia/Montenegro,		
	Singapore, Swaziland,		
	Switzerland, Turkey,		
	Ukraine, Zambia		
COCCIPROL	Intl Reg. – Madrid	859,022	3/13/06 – Pending
	Protocol, Iran, China,		
	Korea, Lithuania,		
	Russian Fed., Turkey,		
	Ukraine, France,		
	United Kingdom,		
	Germany, Spain, Italy,		
	Poland, Hungary,		

Portugal, Benelux,
Ireland

COCCIPROL	Algeria	051026	6/6/05 – Pending
COCCIPROL	Brazil	27503938	6/13/05 – Pending
COCCIPROL	Colombia	313,127	3/28/06
COCCIPROL	Egypt	175,976	4/6/05 – Pending
COCCIPROL	Indonesia	D002005011852	7/15/05 – Pending
COCCIPROL	Mexico	899,267	9/14/05
COCCIPROL	South Africa	11052/05	6/6/05 – Pending
COCCIPROL	Taiwan	094026523	6/3/05 – Pending
<u>Trademark</u>	<u>Country</u>	<u>Reg./App. No.</u>	<u>Filing/Reg. Date</u>
COCCIPROL	Thailand	593,229	6/10/05 – Pending
COCCIPROL	Venezuela	16553/05	8/1/05 – Pending
ESKALIN	India	1393105	10/20/05 - Pending