Form PTO-1594 (Rev. 07/95)  OMB Collection 0651-0027 (exp. 6/30/2008)	U S, DEPARTMENT OF COMMER United Stales Patent and Trademark Off	
	ORM COVER SHEET	
TRADEMA	<b>ARKS ONLY</b> Our Ref.: 13069/69425	
	ase record the attached documents or the new address(es) below	
Name of conveying party(les);     Virbac Corporation	2. Name and address of receiving party(les)	
Vildac Corporation	Additional names, addresses, or citizenship attached?	
	Name; First Bank	
☐ Individual(s) ☐ Association	Internal	
☐ General Partnership ☐ Limited Partnership	Address:	
□ Corporation-State:	Street Address: 10900 Manchester	
☐ Other	City: St. Louis	
Citizenship (see guidelines)	State: Missouri Country: U.S.A. Zip: 63122-3122	
Additional names of conveying parties attached?	Association Citizenship	
2 Natura of annual part (a).	General Partnership Citizenship	
3. Nature of conveyance/Execution Date(s):	Limited Partnership Citizenship	
Execution Date(s) June 29, 2006	☐ Corporation Citizenship Missouri	
Assignment Merger	Other Citizenship	
☐ Security Agreement ☐ Change of Name	If assignee is not domicited in the United States, a domestic	
Other Amendment to Security Agreement	representative designation is attached:   Yes   No  (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and	<del></del>	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
78747544, 78792846, 78720617, 78312007, 78792920.	2987323, 1500368, 2489840, 2947661, 2654482,	
78686005, 78759741, 78715813, 78720549, 78715877	2850988, 2079502, 1362760, 1427979, 2196460	
	Additional sheets attached?   Yes  No	
C. Identification or Description of Trademark(s) (and Fillng I	Jate if Application of Registration Number is unknown):	
5. Name & address of party to whom correspondence	6. Total number of application and 97	
concerning document should be malled:	registrations involved:	
Name: Caroline G. Chicoine	7 T-4-14 /07 OFD 0 6/b/(6) 0 0 44); \$ 0 440 00	
Internal Address: Thompson Coburn LLP	7. <b>Total fee</b> (37 CFR 2.6(b)(6) & 3.41): \$ <u>2.440.00</u> Authorized to be charged by credit card	
	Authorized to be charged to deposit account	
Street Address: One US Bank Plaza	☐ Enclosed	
City: St. Louis	8. Payment Information:	
State: <u>MO</u> ZIP: <u>63101</u>	a. Credit Card Last 4 Numbers	
Phone Number: <u>314-552-6499</u>	Expiration Date	
Fax Number: 314-552-7499	b. Deposit Account Number 20-0823	
Email Address: cchiceine@thompsonceburn.com	Authorized User Name <u>Thompson Coburn LLP</u>	
9. Signature:		
	October 2, 2006	
Signature	Date	
Caroline G. Chippine	Total number of pages Including cover	
Caroline G. Chicoine	Total number of pages including cover 15 sheet, attachments, and documents	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Name of Person Signing

#### Trademark Registration Nos.

1608688, 1429809, 3029810, 1441004, 1685960, 1453782, 1984230, 1909686, 1889584, 1013936, 1467935, 2464964, 1388785, 1392090, 1848959, 2068027, 2898393, 2522911, 2730166, 2235291, 1485919, 1932877, 1466915, 0921839, 2791436, 1451743, 2852211, 2871475, 2888918, 1435277, 1601718, 1464227, 2794967, 2353133, 1304345, 1284948, 1441005, 1464226, 1284949, 1394614, 1689496, 2441833, 1608002, 1753554, 2856069, 2856068, 1284937, 1609503, 2120205, 1526464, 2674560, 2860103, 2860104, 2421288, 1849751, 2355497, 1817660, 1754756, 2860102, 1441742, 2053530, 2049908, 1453783, 2586825, 2927730, 1712972, 1748074, 1313051, 1325091, 2684994, 2583536, 883989, 1435257, 2045029

### Trademark Application Nos.

78650525, 78747588, 78341960

Name and address of receiving party(ies)	
Name: J.P. Morgan Chase Bank, N.A.	
Internal Address:	
Street Address: 4 New York Plaza	
City:	
State: New York	
Country: U.S.A. Zip: 10004	
Association Citizenship	
General Partnership Citizenship	
Limited Partnership Citizenship	
☐ Corporation Citizenship New York	
Other Citizenship	
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)	

# AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

This Amendment to Patent, Trademark and License Security Agreement made as of this 29th day of June, 2006, by and between VIRBAC CORPORATION, a Delaware corporation ("Debtor"), and FIRST BANK, a Missouri state banking corporation, as agent (in such capacity, the "Agent") for First Bank, a Missouri state banking corporation, JPMorgan Chase Bank, N.A., a New York state banking corporation, and any other entity which now or at any time hereafter shall execute the Amended Loan Agreement (as herein defined) as a "Lender" (collectively, the "Lenders").

#### WITNESSETH:

WHEREAS, Debtor heretofore executed and delivered to First Bank, a certain Patent, Trademark and License Security Agreement dated September 3, 2003 (as amended, the "Security Agreement") encumbering Debtor's Patents, Trademarks, Licenses, and other Collateral (each as defined and more fully described in such Security Agreement), which Security Agreement was recorded on October 13, 2003, in the Assignment Division of the U. S. Patent and Trademark Office at Reel/Frame 002731/0969, to secure the Secured Obligations (as defined in the Security Agreement) evidenced by, inter alia, the Loan Agreement (as defined in the Security Agreement); and

WHEREAS, Debtor has requested an amendment and restatement of the Loan Agreement (and of the Notes described in the Loan Agreement) to make certain amendments thereto as more fully described in that certain amended and restated Loan Agreement dated of even date herewith executed by and among Debtor, Debtor's subsidiaries, PM Resources, Inc., a Missouri corporation, St. JON Laboratories, Inc., a California corporation, Virbac AH, Inc., a Delaware corporation, Francodex Laboratories, Inc., a Kansas corporation, and Delmarva Laboratories, Inc., a Virginia corporation (collectively, with Debtor, referred to herein as the "Borrowers"), Agent and Lenders (as the same may from time to time be further amended, modified, extended, renewed or replaced, the "Amended Loan Agreement"), and in those certain Revolving Credit Notes and Swing Line Note, as defined in the Amended Loan Agreement (collectively, as the same may from time to time be further amended, modified, extended, renewed, restated or replaced, the "Amended Notes"); and

WHEREAS, as one of the preconditions to the execution of the Amended Loan Agreement and acceptance of the Amended Notes, Debtor has agreed to amend the Security Agreement as set forth herein:

NOW, THEREFORE, in consideration of the above premises and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Debtor and Agent do hereby agree as follows:

- 1. All references in the Security Agreement to the "Lender" are hereby amended and deemed to refer to the Agent, in its capacity as Agent for each of the Lenders (as defined herein above), except to the extent any such references are otherwise specifically amended herein below.
- 2. All references in the Security Agreement to the "Loan Agreement" and other references of similar import are hereby amended and deemed to refer to the Amended Loan Agreement as described hereinabove, and any amendments, modifications, extensions, renewals, restatements or replacements thereof. Capitalized terms used in the Security Agreement and not otherwise defined therein shall have the meanings ascribed to such terms in the Amended Loan Agreement. All references in the Security Agreement to the "Note" and other references of similar import are hereby amended and deemed to refer to the Amended Notes as described hereinabove, and any amendments, modifications, extensions, renewals, restatements or replacements thereof. Upon the occurrence of an Event of Default under the

3194979

Amended Loan Agreement, any of the Amended Notes or the Security Agreement, as hereby amended, Agent, as agent on behalf of the Lenders, shall be entitled to and may exercise all rights and remedies under the Amended Loan Agreement, the Amended Notes and the Security Agreement, as hereby amended.

3. The five recital paragraphs each beginning with the word "WHEREAS" on the first page of the Security Agreement shall be amended and restated by the following four paragraphs to read as follows:

WHEREAS, Debtor, PM Resources, Inc., St. JON Laboratories, Inc., Francodex Laboratories, Inc., Delmarva Laboratories, Inc. and Virbac AH, Inc. (collectively, the "Borrowers"), the Lenders from time to time a party thereto (collectively, the "Lenders") and First Bank, as agent for the Lenders (in such capacity, the "Agent") have entered into that certain Loan Agreement dated as of June 29, 2006, as the same may from time to time be amended, modified or restated (as so amended, modified or restated, the "Loan Agreement," all capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to Agent and the Lenders entering into the Loan Agreement, Agent and the Lenders have required that Debtor execute and deliver this Agreement to the Agent for the ratable benefit of each of the Lenders; and

WHEREAS, in order to induce Agent and the Lenders to enter into the Loan Agreement and the other Transaction Documents, Debtor has agreed to execute and deliver this Agreement to the Agent for the ratable benefit of each of the Lenders; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of June 29, 2006 and executed by Debtor in favor of the Agent for the ratable benefit of each of the Lenders pursuant to which Debtor has granted to the Agent a security interest in and lien on, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Debtor and all proceeds thereof;

- Section 1 of the Security Agreement shall be amended and restated to read as follows:
- 1. Grant of Security Interest. For value received, Debtor hereby grants to Agent, for the ratable benefit of the Lenders, a security interest in and lien on all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):
- all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on <u>Schedules A</u> and <u>B</u>, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with

3194979 - 2 -

the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

- (b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");
- (c) the license(s) listed on <u>Schedule E</u> attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other Person, whether Debtor is licensor or licensee (all of the forgoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");
- (d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and
- (e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrowers' Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations and indemnity obligations) of Debtor under this Agreement, (iii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Debtor or any of the other Borrowers to the Agent and/or any Lender evidenced by or arising under or in respect of the Loan Agreement, this Agreement and/or any other Transaction Document, and (iv) any and all costs of collection, legal expenses and attorneys' fees and expenses incurred by Agent or any of the Lenders upon the occurrence of any default or event of default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral hereunder or in representing Agent and/or any of the Lenders in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

3194979 - 3 -

- 5. The first two lines of Section 2 of the Security Agreement shall be amended and restated to read as follows:
  - 2. <u>Representations, Warranties and Covenants of Debtor.</u> Debtor hereby represents and warrants to Agent and each of the Lenders, and covenants and agrees with Agent and each of the Lenders, that:
- 6. Clause (c) of the first sentence in Section 4 of the Security Agreement shall be amended and restated to read as follows:
  - (c) neither Agent nor any of the Lenders has any further commitment or obligation to make any loans or advances or other extensions of credit to Borrowers under the Loan Agreement or otherwise,
  - Section 8 of the Security Agreement shall be amended and restated to read as follows:
  - Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) and/or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as the Required Lenders may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Debtor at least five (5) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent, Lenders or any other holders of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by Agent or any of the Lenders of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Agent or any such Lender to Debtor. If an Event of Default shall occur and be continuing, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and the Lenders) to enforce any and all of the Patents, Trademarks and Licenses, and, if Agent shall commence any such suit, Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify Agent and the Lenders for all costs and expenses incurred by Agent and each of the Lenders in the exercise of their respective rights under this Agreement. All of Lender's rights and remedics with respect to the Patents, Trademarks and Licenses, whether

3194979 - 4 -

established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

- 8. Clause (c) of the first sentence in Section 9 of the Security Agreement shall be amended and restated to read as follows:
  - (c) neither Agent nor any of the Lenders shall have any further commitment or obligation to make any loans or advances or other extensions of credit to Borrowers under the Loan Agreement or otherwise,
  - Section 12 of the Security Agreement shall be amended and restated to read as follows:
  - 12. Agent Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Debtor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Agent or any of the Lenders to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.
  - 10. Section 13 of the Security Agreement shall be amended and restated to read as follows:
  - 13. <u>No Waiver</u>. No course of dealing between Debtor, Agent and/or any of the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any of the Lenders, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- In addition to securing the other indebtedness, liabilities and obligations of Debtor and the other Borrowers to Lenders and Agent therein described, the Security Agreement shall henceforth also secure the payment of any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts) of Debtor and the other Borrowers to Lenders and Agent evidenced by or arising under the Amended Notes and the Amended Loan Agreement, or any amendments, modifications, extensions, renewals or replacements thereof, and the performance and observance by Debtor of every covenant and condition therein contained.
- 12. The Amended Notes, the Amended Loan Agreement and the Security Agreement are and shall remain the binding obligations of Debtor and each of the other Borrowers, and all of the provisions, terms, stipulations, conditions, covenants and powers contained therein shall stand and remain in full force and effect, except only as the same are herein and hereby specifically varied or amended, and the same are hereby ratified and confirmed.
  - 13. Debtor hereby represents and warrants to Agent and Lenders that:
- (a) The execution, delivery and performance by Debtor of this Amendment are within the corporate powers of Debtor, have been duly authorized by all necessary corporate action and

3194979 - 5 -

require no action by or in respect of, or filing with, any governmental or regulatory body, agency or official. The execution, delivery and performance by Debtor of this Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, and Debtor is not now in default under or in violation of, the terms of the Articles or Certificate of Incorporation or Bylaws of Debtor, any applicable law, any rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory agency or instrumentality, or any agreement or instrument to which Debtor is a party or by which it is bound or to which it is subject;

- (b) This Amendment has been duly executed and delivered and constitutes the legal, valid and binding obligation of Debtor enforceable in accordance with its terms; and
- (c) As of the date hereof, all of the covenants, representations and warranties of Debtor set forth in the Security Agreement are true and correct and no "Event of Default" (as defined therein) under or within the meaning of the Security Agreement has occurred and is continuing.
- 14. All references in the Security Agreement to "this Security Agreement" and any other references of similar import shall henceforth mean the Security Agreement as amended by this Amendment.
- 15. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign, transfer or delegate any of its rights or obligations hereunder.
- 16. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Missouri, except to the extent pre-empted by federal law and excluding Missouri's laws relating to conflicts of laws.
- 17. In the event of any inconsistency or conflict between this Amendment and the Security Agreement, the terms, provisions and conditions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument and the trustee has accepted such execution as of the date first written above.

VIRBAC CORPORATION

Jean M. Nelson, Executive Vice President at

Chief Financial Officer

FIRST BANK, as Agent

\_\_\_\_\_<u>~~</u>

Traci Dodson, Vice President

3194979 - 6 -

STATE OF TEXAS ) SS.

COUNTY OF TAIRENT )

On this 207 day of June, 2006, before me personally appeared Jean M. Nelson, to me personally known, who, being by me duly sworn, did say that she is the Executive Vice President and Chief Financial Officer of Virbac Corporation, a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Jean M. Nelson acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

Notary Public

My Commission Expires:

**STATE OF MISSOURI** 

) SS.

COUNTY OF ST. LOUIS

On this <u>5th</u> day of <u>June</u>, 2006, before me appeared Traci Dodson, to me personally known, who, being by me duly sworn, did say that she is the Vice President of First Bank, a Missouri state banking corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Traci Dodson acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

madle of Trous

My Commission Expires:

Aug 8, 2004

BRADLEY J. GROSS Notary Public - Notary Seal State of Missouri St. Louis County Commission Expires Aug. 8, 2009

Commission # 05738646

3194979

-7-

# SCHEDULE A

#### United States Patents

Patent No. <u>Date Issued</u> <u>Description</u>

None

3194979 - 8 -

#### SCHEDULE B

United States Patent Applications

Application or Serial No. Patents in Process

None

3194979 - 9 -

#### SCHEDULE C

### United States Trademarks

<u>Trademark No.</u>	<u>Date Issued</u>	<u>Description</u>
2987323	8/23/05	American Horseman & Design
1500368	8/16/88	Aqualab
2489840	9/18/01	Assault
2947661	5/10/05	Biospheres
2654482	11/26/02	Bovimec
2850988	6/8/04	Breath-eze
2079502	7/15/97	Breath-Eze
1362760	10/1/85	Brite N'Clear
1427979	2/3/87	Brite N' Shine
2196460	10/13/98	Bromethalin One Meal is All it Takes & Design
1608688	8/7/90	Buffer-Up
1429809	2/24/87	C.E.T.
3029810	12/13/05	C.E.T. DENTAL REWARD
1441004	6/2/87	Caseguard
1685960	5/12/92	CHX (Stylized)
1453782	8/25/87	Coppersafe
1984230	7/2/96	Corium-20
1909686	8/8/95	Critter Fresh
1889584	4/18/95	Critter Vites & Design
1013936	6/24/75	Doggydent
1467935	12/8/87	Dritail
2464964	7/3/01	Earth City Resources & Design
1388785	4/8/86	Furabase
1392090	5/6/86	Furazite
1848959	8/9/94	Glossy Coat
2068027	6/3/97	Herpcare
2898393	10/26/04	Herpcare
2522911 2730166	12/25/01 6/24/03	Iverhart Iverhart Plus
2235291	3/23/99	Kittydent
1485919	4/26/88	M (word only) (Logo)
		• • • • • • • • • • • • • • • • • • • •
1932877	11/7/95	Mar Chlor
1466915	12/1/87	Maracide
921839	10/12/71	Maracyn
2791436	12/9/03	Maracyn Plus
1451743	8/11/87	Maracyn-Two

3194979 - 10 -

0050011		
2852211	6/8/04	Mardel
2871475	8/10/04	Mardel
2888918	9/28/04	Mardel
1435277	4/7/87	Maroxy
1601718	6/19/90	Marplex
1464227	11/10/87	Multipet
2794967	12/16/03	Nutrimalt
2353133	5/30/00	Odor Disposers
1304345	11/6/84	Odor Disposers
1284948	7/10/84	Omabac
1441005	6/2/87	Ornacycline
1464226	11/10/87	Ornacyn
1284949	7/10/84	Omacyn-Plus
1394614	5/27/86	Ornalyte
1689496	5/26/92	Ornascale
2441833	4/10/01	Panaflex [Palaflex?]
1608002	7/31/90	Petrelief
1753554	2/23/93	Petrodex
2856069	6/22/04	Petrodex
2856068	6/22/04	Petromalt
1284937	7/10/84	Petromalt
1609503	8/14/90	PH-Guard
2120205	12/9/97	Prime Treats
1526464	2/28/89	Pro-Zema
2674560	1/14/03	Pulvex
2860103	7/6/04	Pura-Lyte
2860104	7/6/04	Puridine
2421288	1/16/01	Rat & Mouse-A-Rest II
1849751	8/16/94	Seabond
2355497	6/6/00	Sportsman's Friend
1817660	1/25/94	Spot Not
1754756	3/2/93	St. JON (stylized)
<b>286</b> 0102	7/6/04	St. JON Naturals
1441742	6/9/87	Stay
2053530	4/15/97	Tank Hard+
2049908	4/1/97	Tank Soft
1453783	8/2 <i>5</i> /87	Tanksafe
2586825	6/25/02	Tick Detach
2927730	2/22/05	Trisulfa
1712972	9/8/92	Trounce
1748074	1/26/93	V (Prescription Symbol)
1313051	1/8/85	Vitaflight

3194979 - 11 -

1325091	3/12/85	When You Care For Your Pets
2684994	2/4/03	Worm-Kill
2583536	6/18/02	Wormx
883989	1/13/70	Zema (stylized)
1435257	4/7/87	Zema Kil-A Mite
2045029	3/11/97	Zincchlorhexidate

#### State & Foreign Trademark

<u>Trademark</u>	State/Country	Registration No.	<u>Date</u>
Iverhart	Taiwan	1060489	October 16, 2003
Iverhart Plus	Taiwan	1065248	November 16, 2003

3194979 - 12 -

**☑** 016/017

# SCHEDULE D

# United States Trademark Applications

Application or Serial No.	Date Filed	Trademark
78747544	11/4/05	A.C.T.
78792846	1/17/06	ANTI-ADHESIVE TECHNOLOGY &
######################################		Design
<b>7872</b> 0617	9/26/05	BREATH-EZE BREATH STRIPS
78312007	10/10/03	C.E.T. AQUADENT
78792920	1/17/06	FLURAFOM Stylized
78686005	8/4/05	HEXTRA
<b>7</b> 8759741	11/22/05	IVERHART MAX
78715813	9/19/05	PETROMALT HAIRBALL TREATS
78720549	9/26/05	PETS HAVE TEETH TOO!
78715877	9/19/05	PICK YOUR PASSION
78650525	6/14/05	SIRIUS 3 (STYLIZED)
78747588	11/4/05	ULTRA SHIELD
78341960	12/17/03	VIRBACEF

3194979 - 13 -

<u>SCHEDULE E</u>

Licenses

None

3194979 - 14 -

**RECORDED: 10/02/2006**