

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bimeda, Inc.		09/07/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Scotland (Ireland) Limited		
Street Address:	124-127 St. Stephen's Green		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	COMPANY: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3273238	LINCOMED	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-492-9842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	10,553		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

CH \$40.00 3273238

Address Line 4:

NAME OF SUBMITTER:

Jeffrey R. Cadwell

Signature:

/Jeffrey R. Cadwell/

Date:

09/12/2007

Total Attachments: 11

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TRADEMARK AND PATENT
SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT dated as of September 12, 2007, is executed and delivered by BIMEDA INC., a corporation organized under the laws of Delaware (the "Debtor"), in favor of BANK OF SCOTLAND (IRELAND) LIMITED, a bank registered in Ireland (the "Secured Party").

WHEREAS, Cross Vetpharm Holdings PLC ("Holdings") and certain of its subsidiaries, including the Debtor (Holdings and such subsidiaries, collectively the "Borrowers") and the Secured Party have entered into that certain facility letter dated April 3, 2007 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Secured Party has agreed to extend certain financial accommodations to the Borrowers subject to the terms thereof,

WHEREAS, the Debtor has guaranteed the obligations of the Borrowers under the Credit Agreement pursuant to a Composite Guarantee and Indemnity dated September 12, 2007 given by the Guarantors named therein in favor of the Secured Party (the "Guarantee"),

WHEREAS, the Debtor, Cross Vetpharm Holdings, Inc. and the Secured Party have entered into that certain security agreement dated as of the date hereof (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement") pursuant to which the Debtor, in order to secure the prompt and complete payment, observance and performance, when due (whether at stated maturity, by acceleration or otherwise) of all Obligations, has collaterally assigned and pledged to the Secured Party, and granted to the Secured Party a security interest an lien in and to, the Collateral (as defined in the Security Agreement); and

WHEREAS, it is a condition precedent to the Secured Party's extension of such financial accommodations under the Credit Agreement that the Debtor execute and deliver this Agreement;

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

Section 1. Security Interest in Trademarks. Pursuant to the terms of this Agreement and to secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Debtor hereby grants to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Trademark Collateral"): (a) all trademarks, trademark applications, service marks, and service mark applications, including without limitation, the registered trademarks, trademark applications, service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection

therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of the Debtor's rights corresponding thereto throughout the world; (b) the goodwill of the Debtor's business connected with and symbolized by the Trademark Collateral; and (c) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing.

Section 2. Security Interest In Patents. Pursuant to the terms of this Agreement and to secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Debtor hereby grants to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under all of the following, whether now owned or existing or hereafter acquired or arising (collectively, the "Patent Collateral" and together with the Trademark Collateral, the "Collateral"): (a) all patents and patent applications, including without limitation, the registered patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) all of the Debtor's rights corresponding thereto throughout the world; and (b) all books and records relating to any of the foregoing and all products and proceeds relating to any of the foregoing.

Section 3. Limitation on Certain Provisions. Notwithstanding any other provision of this Agreement or the Security Agreement, (i) no representation, warranty, covenant, obligation, agreement or other provision (collectively, "Subject Provisions") herein or therein, except the grant of a security interest effected hereby and thereby and any Subject Provisions relating solely to such grant, shall be deemed to refer to or include within its scope any Trademark Collateral or Patent Collateral other than the Trademark Collateral listed on Schedule 1 attached hereto, and (ii) the Trademark Collateral is subject to a security interest but not to any collateral assignment.

Section 4. Restrictions on Future Agreements. Except as permitted by the Credit Agreement, the Debtor shall not enter into any agreement, including without limitation, any license or royalty agreement, which purports to transfer or assign any interest in any of the Collateral to any Person, except that so long as no Event of Default has occurred and is continuing, the Debtor may enter into license or royalty agreements with respect to the Collateral. The Debtor will not take any action or fail to take any action, and will use its best efforts to prevent any action known by the Debtor by any Person, which could reasonably be expected to materially adversely affect the validity or enforceability of the rights transferred to the Secured Party under this Agreement or the rights associated with any of the Collateral.

Section 5. New Collateral. If, prior to the termination of this Agreement, the Debtor shall obtain rights to any trademarks, trademark applications, service marks, service mark applications, patents, patent applications or other property which constitutes or would constitute Collateral other than those listed on Schedules 1 and 2, or the Debtor shall register any Collateral with the United States Patent and Trademark Office ("USPTO") which Collateral is not so



registered as of the date hereof, the Debtor shall promptly so notify the Secured Party in writing. Upon such occurrence, the Debtor shall, at the request of the Secured Party and at the Debtor's sole cost and expense, execute and deliver any and all agreements, instruments, documents, and papers as the Secured Party may request to subject such other trademarks, trademark applications, service marks, service mark applications, patents, patent applications or other property to the security interest effected hereby and/or to perfect such security interest.

Section 6. Representations. The Debtor represents and warrants to the Secured Party that:

(a) The Trademark Collateral and the Patent Collateral has been duly registered with, filed in or issued by, as the case may be, the United States Patent and Trademark Office or other filing offices, domestic or foreign, to the extent necessary to reasonably protect such Collateral under any applicable law, and such registrations, issuances and applications are in full force and effect;

(b) To the knowledge of the Debtor, no claim has been made that the use of any of the Trademark Collateral infringes upon the rights of any Person;

(c) The Debtor (i) is the sole owner of the entire and unencumbered right, title, and interest in and to all of the Trademark Collateral (other than any trademark or service mark application), free and clear of any Liens, and (ii) to the knowledge of the Debtor, is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Trademark Collateral consisting of any trademark or service mark application, free and clear of any Liens;

(d) None of the Trademark Collateral or Patent Collateral has been adjudged invalid or unenforceable in whole or in part;

(e) To the knowledge of the Debtor, no claim has been made that the use of any of the Patent Collateral infringes upon the rights of any Person;

(f) The Debtor (i) is the sole owner of the entire and unencumbered right, title, and interest in and to all of the Patent Collateral (other than any patent application), free and clear of any Liens, and (ii) to the knowledge of the Debtor, is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Patent Collateral consisting of any patent application, free and clear of any Liens,

(g) Schedule 6 hereof sets forth all material license and royalty agreements or other arrangements regarding or in any way relating to any Collateral (the "License Agreements") and no item set forth on Schedule 6 hereof prohibits or limits the Debtor in any way from granting to the Secured Party the security interest effected by this Agreement.

Section 7. Royalties, No Liability. The Secured Party's interest in the Collateral as granted and authorized by the Debtor hereunder shall be coextensive with the Debtor's interest in the Collateral and shall not create any liability for the payment of royalties or other charges from the Secured Party to the Debtor. Notwithstanding any other provision of this Agreement to the



contrary, the Debtor expressly acknowledges and agrees that it shall continue to observe and perform all of the conditions and obligations contained in the License Agreements to be observed and performed by it, and that neither this Agreement, nor any action taken pursuant hereto, shall cause the Secured Party to be under any obligation or liability in any respect whatsoever to any party to any License Agreement or to any other Person for the observance or performance of any of the representations, warranties, conditions, covenants, agreements or terms therein contained.

Section 8. Right to Inspect. The Secured Party shall have the right from time to time, upon reasonable notice and during normal business hours, to enter upon the Debtor's premises and to examine the Debtor's books, records and operations relating to the Collateral. After the occurrence and during the continuance of an Event of Default, the Debtor agrees that the Secured Party shall have the right to take any and all actions to preserve the Collateral and any and all infringements thereon.

Section 9. Termination of Security Interest. This Agreement is made for collateral security purposes only. Upon the payment in full of all of the Obligations or upon the earlier termination as agreed upon by both the Debtor and the Secured Party, this Agreement and the Secured Party's interest in the Collateral shall terminate and the Secured Party shall execute and deliver to the Debtor at the Debtor's sole cost and expense, all termination statements and other instruments as the Debtor may reasonably request to terminate the Secured Party's security interest in the Collateral. Any affidavit, certificate or other written statement of any officer of the Secured Party stating that any part of the Obligations remains unpaid or unperformed, shall be and constitute conclusive evidence of the continuing effectiveness of this Agreement and any Person receiving any such affidavit, certificate or statement, may, and is hereby authorized to, rely thereon.

Section 10. Additional Obligations of the Debtor.

(a) The Debtor shall take all reasonable and necessary action to preserve and maintain all of the Debtor's rights in the Collateral, including without limitation, making timely filings with the USPTO for renewals and extensions and diligently monitoring unauthorized use of the Collateral except for such filings and other actions, the failure to complete of which would not be reasonably likely to have a material adverse effect. Any expenses incurred in connection with the foregoing shall be borne by the Debtor.

(b) The Debtor shall notify the Secured Party promptly if the Debtor knows that any application or registration relating to any Collateral may become abandoned or knows of any material adverse determination or development (including without limitation, the institution of, or any such determination or development in, any proceeding in the USPTO or any court) regarding the Debtor's ownership of or the Secured Party's interest in, any Collateral, their right to register the same, or their right to keep and maintain the same.

(c) The Debtor will at the Debtor's sole cost and expense, take or cause to be taken all necessary steps and actions, including without limitation, in any proceeding before the USPTO or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to use its best efforts to



obtain the relevant registration) and to maintain the Collateral, including without limitation, filing of applications for renewal and payment of maintenance fees except for such filings and other actions, the failure to complete of which would not be reasonably likely to have a material adverse effect.

(d) If any of the Collateral is infringed by any Person, the Debtor shall notify the Secured Party promptly after the Debtor learns thereof. At the Secured Party's request, if such infringement would be reasonably likely to have a material adverse effect, and at the Debtor's sole cost and expense, the Debtor shall promptly bring any claim for infringement and for recovery of any and all damages for such infringement (with counsel acceptable to the Secured Party, if counsel is necessary), or take such other actions as shall be appropriate under the circumstances to protect such Collateral.

Section 11. Secured Party Appointed Attorney-in-Fact. The Debtor hereby irrevocably appoints the Secured Party as the Debtor's attorney-in-fact, with full authority in the place and stead of the Debtor and in the name of Debtor or otherwise, from time to time, upon the occurrence and during the continuance of an Event of Default, in the Secured Party's discretion, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement and to exercise any rights and remedies the Secured Party may have under this Agreement or Applicable Law, including, without limitation: (a) to obtain and adjust insurance required to be maintained pursuant to the Security Agreement; (b) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (c) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) or (b) above; (d) to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patent Collateral or Trademark Collateral to any third party; (e) to grant an exclusive or non-exclusive license under any of the Patent Collateral or Trademark Collateral; and (f) to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral. The power-of-attorney granted hereby shall be irrevocable and coupled with an interest.

Section 12. The Secured Party's Duties. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty as to any Collateral. The Secured Party shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property; it being understood that the Secured Party shall be under no obligation to take any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral, but may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Debtor and shall be added to the Obligations.

Section 13. Right to Sue. If an Event of Default has occurred and is continuing, the Secured Party shall have the right, but not the obligation, to bring suit in its own name or in the



name of the Debtor to enforce any rights pertaining to the Collateral and, if the Secured Party shall commence any such suit, the Debtor shall, at the request of the Secured Party and at the sole cost and expense of the Debtor, cooperate fully to the extent requested by the Secured Party in aid of such enforcement. The Debtor shall, upon demand, promptly reimburse the Secured Party for all reasonable costs and expenses incurred by the Secured Party in the exercise of such enforcement (including without limitation, the reasonable fees and expenses of attorneys, paralegals, accountants, and other experts).

Section 14. Exercise of Rights and Remedies upon an Event of Default. In addition to the right set forth in Section 13 hereof, if an Event of Default shall have occurred, the Secured Party may exercise any and all the rights and remedies as set forth in the Security Agreement.

Section 15. Application of Proceeds. All proceeds from each sale of, or other realization upon, all or any part of the Collateral following an Event of Default shall be applied by the Secured Party in the order provided for in the Security Agreement.

Section 16. Rights Cumulative. The rights and remedies of the Secured Party under this Agreement, the Credit Agreement and each other document or instrument evidencing or securing the Obligations shall be cumulative and not exclusive of any rights or remedies which it would otherwise have, including, but not limited to, those rights afforded by the Uniform Commercial Code and other Applicable Laws. In exercising its rights and remedies the Secured Party may be selective and no failure or delay by the Secured Party in exercising any right shall operate as a waiver of it, nor shall any single or partial exercise of any power or right preclude its other or further exercise or the exercise of any other power or right.

Section 17. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Debtor herefrom shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 18. Notices. All notices shall be given and shall be deemed effective in accordance with the notice provisions contained in the Credit Agreement.

Section 19. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of the Obligations or the earlier termination as agreed upon by both the Debtor and the Secured Party, (b) be binding upon the Debtor, its successors and assigns and (c) inure the benefit of the Secured Party, and its successors and assigns. The Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefore.

Section 20. Applicable Law, Severability. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provisions shall be ineffective only to the extent of such prohibition

Paul Brady

or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

Section 21. Waiver of Notice, Bond and Other Laws. THE DEBTOR WAIVES (a) ANY NOTICE PRIOR TO THE TAKING POSSESSION OR CONTROL OF THE COLLATERAL OR ANY POSTING OF ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING THE SECURED PARTY TO EXERCISE ANY OF THE SECURED PARTY'S REMEDIES SET FORTH HEREIN AND (b) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION LAWS.

Section 22. Security Interest Absolute. All rights of the Secured Party hereunder, the grant of a security interest in the Collateral and all obligations of the Debtor hereunder, shall, to the extent permitted under applicable law, be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, or any other agreement or instrument relating thereto, (b) any change in the time, manner or place of the payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the terms of the Credit Agreement, (c) any exchange, release or nonperfection of any other collateral securing all or any part of any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Debtor in respect of the Obligations or in respect of this Agreement.

Section 23. Indemnification. The Debtor agrees to indemnify the Secured Party, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against the Secured Party in any way relating to or arising out of any action taken by the Secured Party pursuant to the terms of this Agreement; *provided, however,* that the Debtor shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Secured Party's gross negligence or willful misconduct occurring after the Secured Party has accelerated the Obligations and foreclosed on the Collateral. Without limiting the generality of the foregoing, the Debtor agrees to reimburse the Secured Party promptly upon demand for any out-of-pocket expenses (including counsel fees and expenses of the counsel(s) of the Secured Party's own choosing) incurred by the Secured Party in connection with the preparation, execution, administration, or enforcement of, or legal advice with respect to the rights or responsibilities of the parties under, this Agreement, any suit or action brought by the Secured Party to enforce the terms of this Agreement, any "lender liability" suit or claim brought against the Secured Party. Such out-of-pocket expenses (including counsel fees) shall be advanced by the Debtor on the request of the Secured Party notwithstanding any claim or assertion that the Secured Party is not entitled to indemnification hereunder upon receipt of an undertaking by the Secured Party that the Secured Party will reimburse the Debtor if it is actually and finally determined by a court of competent jurisdiction that the Secured Party is not so entitled to indemnification. The agreements in this Section shall survive the termination of this Agreement. The Secured Party agrees to give the Debtor prompt notice of any suit or cause of action brought against the Secured Party which is covered by this Section.

Paul Brady

Section 24. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same instrument.

Section 25. Definitions. For purposes of this Agreement:

(a) Capitalized terms not otherwise defined herein are used herein with the respective meanings given them in the Security Agreement.

(b) References in this Agreement to any document, instrument or agreement (i) shall include all exhibits, schedules and other attachments thereto, (ii) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (iii) shall mean such document, instrument or agreement or replacement, as amended, modified or supplemented from time to time.

[Signatures on Following Pages]

A handwritten signature in black ink that reads "Paul Brady". The signature is written in a cursive style with a long, sweeping underline.

Paul Brady

IN WITNESS WHEREOF, the Debtor has duly executed and delivered this Trademark and Patent Security Agreement under seal as of the date and year first written above.

BIMEDA INC., a Delaware corporation

By: *Paul Brady*
Name: PO BRADY DTM TIERNEY
Title: DIRECTOR DIRECTOR
GROUP COMPANY
SECRETARY

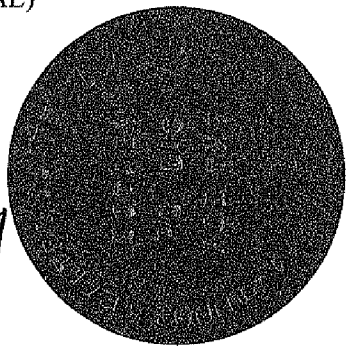
Country
STATE OF IRELAND)
Wick)
COUNTY OF THE City of) ss
DUBLIN

The foregoing Trademark and Patent Security Agreement was executed and acknowledged before me as of 27th July, 2007, by PAUL BRADY, personally known to me to be the Co. Secy. of Bimeda Inc., on behalf of such corporation.

Walter Beatty

Notary Public
My commission expires is for life
nil

(NOTARIAL SEAL)



Secured Party's Address for Notices:
Bank of Scotland (Ireland)
Bank of Scotland House
124-127 St. Stephen's Green
Dublin 2
Ireland

Subscribed to by PAUL BRADY & DTM TIERNEY
with whose identify I have first satisfied myself
this 27th day of July 2007

Walter Beatty

Walter Beatty, Notary Public
67/68 Fitzwilliam Square, Dublin 2.
Commissioned for life

Signature Page to
Trademark and Patent Security Agreement

SCHEDULE I

Trademark Registrations and Applications

<u>Debtor/Registered Owner</u>	<u>Trademark</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
Bimeda Inc.	Lincomed	76/658,159	4/10/2006

Paul Brady

SCHEDULE 2

Patents

NONE

A handwritten signature in black ink, appearing to read "Paul Brady". The signature is written in a cursive style with a large, sweeping flourish at the end.

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