

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
Walco International, Inc.		09/26/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., Agent
Street Address:	2200 Ross Avenue
Internal Address:	Third Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2892087	ANIMALHEALTHPROS
Registration Number:	3160513	BOVI FRESH
Registration Number:	2906705	BOVI-PLAZ
Registration Number:	2957103	BP-1
Registration Number:	2980723	CANINE IMUNO-VAX
Registration Number:	3022062	EQUI-DEX APPLE
Registration Number:	2958000	EQUI-MINTIC SPR
Registration Number:	2950022	EQUI-THRUSH
Registration Number:	3184678	FIRST IMPRESSIONS
Registration Number:	3146768	JUST LIKE MOM
Registration Number:	3158750	MASTI-VAX
Registration Number:	3245245	MINERAL MAX
Registration Number:	3033104	MIRACLE FLX PELLETS

CH \$515.00 2892087

Registration Number:	3022061	MIRACLE FLX SOLUTION
Registration Number:	3033105	MIRACLE HOOF
Registration Number:	3219922	MIRACLE SHEEN
Registration Number:	3158755	MIRACLE WEIGHT GAIN
Registration Number:	2978920	NUTRI-SORB
Serial Number:	77130562	PRO-SHIELD
Registration Number:	2935544	D/TOX/BESC

CORRESPONDENCE DATA

Fax Number: (512)305-4800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (512) 305-4883
Email: bkoep@lockelord.com
Correspondent Name: Barbara Koepp
Address Line 1: 100 Congress Avenue
Address Line 2: Suite 300
Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	0013214.00042 RA 2147
NAME OF SUBMITTER:	Barbara Koepp
Signature:	/Barbara Koepp/
Date:	11/05/2007

Total Attachments: 10

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 26, 2006, is by and between WALCO INTERNATIONAL, INC., a Delaware corporation (successor by merger to Walco International, Inc., a California corporation) ("Debtor"), whose address is 7 Village Circle, Suite 200, Westlake, Texas 76262, Attention: William F. Lacey, with a copy to Charlesbank Capital Partners, 600 Atlantic Avenue, 26th Floor, Boston, Massachusetts 02210-2203, Attention: Mark Rosen and Brandon White, and JPMORGAN CHASE BANK, N.A., a national banking association ("Secured Party"), whose address is 2200 Ross Avenue, Third Floor, Dallas, Texas 75201, Attention: Kevin Padgett, in its capacity as collateral agent (in such capacity, the "Collateral Agent"), under that certain Intercreditor and Collateral Agency Agreement (as amended, restated and supplemented from time to time, the "First Lien Intercreditor Agreement") of even effective date herewith, executed by and among Debtor, each of the other Credit Parties (as defined therein), JPMorgan Chase Bank, N.A., a national banking association, as administrative agent under that certain Amended and Restated Credit Agreement (as amended, restated, supplemented and/or replaced from time to time in accordance with the terms of the First Lien Intercreditor Agreement, the "Revolving Credit Agreement") of even effective date herewith, executed by and among Debtor, each of the other Credit Parties, each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Revolving Lender" and, collectively, the "Revolving Lenders"), and JPMorgan Chase Bank, N.A., as administrative agent thereunder (the "Revolving Administrative Agent"), and Wilmington Trust Company, as administrative agent under that certain Term Loan Agreement (as amended, restated, supplemented and/or replaced from time to time in accordance with the terms of the First Lien Intercreditor Agreement, the "Term Loan Agreement") of effective date herewith, executed by and among Debtor, each of the other Credit Parties, each of the lender parties institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Term Loan Lender" and, collectively, the "Term Loan Lenders"), and Wilmington Trust Company, as administrative agent thereunder (the "Term Loan Administrative Agent").

WHEREAS, (i) Debtor, the other Credit Parties named therein, the Revolving Administrative Agent and the Revolving Lenders have entered into the Revolving Credit Agreement, and (ii) Debtor, the other Credit Parties named therein, the Term Loan Administrative Agent and the Term Loan Lenders have entered into the Term Loan Agreement (with the Revolving Credit Agreement and the Term Loan Agreement being herein collectively referred to as the "Loan Agreements");

WHEREAS, Debtor and Collateral Agent, on behalf of the Revolving Administrative Agent, the Term Loan Administrative Agent, the Revolving Lenders and the Term Loan Lenders, have entered into a Security Agreement (Personal Property-Borrower) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, reference is hereby made to that certain Trademark Security Agreement (the "Original Trademark Security Agreement") dated effective June 30, 2005, by and between Debtor and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent under that

certain Credit Agreement dated June 30, 2005, executed by and among Debtor, each of the other Credit Parties, each of the financial institutions which are signatories thereto, and JPMorgan Chase Bank, N.A., as administrative agent thereunder;

WHEREAS, the First Lien Intercreditor Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

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

1. Grant of Security Interest. Debtor does hereby grant to Collateral Agent, for the ratable benefit of itself, the Revolving Credit Administrative Agreement, the Term Loan Administrative Agreement, the Revolving Lenders and the Term Loan Lenders, a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) all of Debtor's right, title, and interest in and to the following: (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world (each of the foregoing items listed in this paragraph being herein called a "Trademark," and collectively called the "Trademarks"), including without limitation, (1) any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office, any State thereof, or any other country (each such office or agency being referred to herein as a "Trademark Office"), including each Trademark described in Schedule 1 attached hereto, and (2) each agreement granting any right to use any Trademark (each a "Trademark License" and collectively, the "Trademark Licenses"), including each Trademark License listed in Schedule 1 attached hereto; and

(b) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same.

2. Purpose. This Agreement has been executed and delivered by the Debtor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

3. Miscellaneous. This security interest is one of the Liens granted to Collateral Agent on behalf of itself, the Revolving Credit Administrative Agreement, the Term Loan Administrative Agreement, the Revolving Lenders and the Term Loan Lender pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Loan Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Loan Agreements and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Loan Agreements; provided, however, that if any conflict in the definitions of such defined terms shall ever exist between the Loan Agreements, the definition for the applicable defined term set forth in the Revolving Credit Agreement shall govern and control. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN THE CONFLICTS OF LAWS PRINCIPLES THEREOF) AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Collateral Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Collateral Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

"Debtor"

WALCO INTERNATIONAL, INC.,
a Delaware corporation (successor by merger to
Walco International, Inc., a California corporation)

By: W.A. Dancy
Name: _____
Title: _____

"Agent"

JPMORGAN CHASE BANK, N.A.,
a national banking association, as Collateral Agent

By: _____
Name: _____
Title: _____

Attachment:

Schedule 1 - Trademarks

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT –
SIGNATURE PAGE**

AUSTIN: 013214.00042: 320766v5

**TRADEMARK
REEL: 003654 FRAME: 0068**

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on Sept-25, 2006, by William F. Lacey, Senior V.P. & C.F.O. of Walco International, Inc., a Delaware corporation, on behalf of said corporation.



Irene H. Neace
Notary Public in and for the
State of Texas
Printed Name: Irene H. Neace
My Commission Expires: 8/17/08

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2006, by _____ of JPMorgan Chase Bank, N.A., a national banking association, as collateral agent, on behalf of said association acting in said capacity.

Notary Public in and for the
State of _____
Printed Name: _____
My Commission Expires: _____

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT -
ACKNOWLEDGMENT PAGE**

AUSTIN: 013214.00042: 320766v5

**TRADEMARK
REEL: 003654 FRAME: 0069**

IN WITNESS WHEREOF, Debtor and Collateral Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

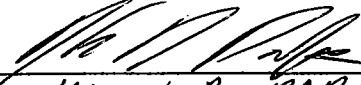
"Debtor"

WALCO INTERNATIONAL, INC.,
a Delaware corporation (successor by merger to
Walco International, Inc., a California corporation)

By: _____
Name: _____
Title: _____

"Agent"

JPMORGAN CHASE BANK, N.A.,
a national banking association, as Collateral Agent

By: 
Name: KEVIN D. PADGETT
Title: VICE PRESIDENT

Attachment:

Schedule 1 - Trademarks

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT -
SIGNATURE PAGE**

AUSTIN: 013214.00042: 320766v5

**TRADEMARK
REEL: 003654 FRAME: 0070**

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

Federal Trademark Registrations

Trademark	Registration No.	Filing Date	Issuance Date
-50 BELOW	2,332,021	02/18/99	03/21/00
AFTER-BIRTH	2,655,779	02/28/01	12/03/02
AGRI PHARM (words & design)	1,027,733	07/11/74	12/23/75
AGRI BLOCK	3,106,174	12/14/04	06/20/06
AGRIPHARM (standard character)	3,060,223	02/09/05	02/21/06
AMERICAN LIVESTOCK SUPPLY	2,249,071	11/24/97	06/01/99
ANEM-X (stylized)	2,448,175	10/16/98	05/01/01
ANIMALHEALTHPROS	2,892,087	06/10/03	10/05/04
BOVI FRESH	3,160,513	01/26/05	10/17/06
BOVI-PLAZ	2,906,705	11/18/03	11/30/04
BP-1	2,957,103	12/19/03	05/31/05
CANINE IMUNO-VAX	2,980,723	11/26/02	08/02/05
COCCICOR	1,698,740	07/24/91	07/07/92
COMEBACK	2,255,087	12/08/97	06/22/99
COVERT	2,647,268	12/18/00	11/05/02
D/TOX/BESC	2,935,544	03/31/03	03/22/05
DERMALOG	2,580,432	03/16/01	06/11/02
DEXASONE	2,857,871	12/20/02	06/29/04
DUO PEN	962,500	05/08/72	07/03/73
EQUI-DEX APPLE	3,022,062	05/06/04	11/29/05
EQUI-DEX CHERRY	3,033,106	05/06/04	12/20/05
EQUI-MINTIC SPR	2,958,000	02/26/03	05/31/05
EQUI-THRUSH	2,950,022	05/16/03	05/10/05
EXALT	2,456,199	06/21/99	05/29/01
EXIT	2,058,430	02/12/96	04/29/97
E-Z Tear	3140682	05/17/05	09/05/06
FIRST COMPANION	2,392,486	10/11/96	10/10/00
FIRST IMPRESSIONS	3,184,678	02/23/05	12/12/06
GOOD START	1,955,002	03/29/95	02/06/96
GUAGE	2,644,536	12/22/00	10/29/02
ITA (and design)	2,521,274	06/01/00	12/18/01
IVERMAX	2,733,324	08/25/02	07/01/03
JUST LIKE MOM	3,146,768	01/26/05	09/19/06
KETA-STHETIC	1,915,956	10/17/94	09/05/95
LUBISEPTOL	1,837,664	07/23/93	05/31/94
MASTI-VAX	3,158,750	01/12/06	10/17/06
MINERAL MAX	3,245,245	02/11/03	05/22/07
MIRACLE FLX PELLETS	3,033,104	05/06/04	12/20/05
MIRACLE FLX SOLUTION	3,022,061	05/16/04	11/29/05
MIRACLE HOOF	3,033,105	05/06/04	12/20/05
MIRACLE SHEEN	3,219,922	04/14/06	03/20/07

Trademark	Registration No.	Filing Date	Issuance Date
MIRACLE WEIGHT GAIN	3,158,755	01/17/06	10/17/06
NASAL-VAX	2,701,501	12/28/01	03/25/03
NEOVET	1,063,116	08/25/76	04/12/77
NUTRI-SORB	2,978,920	06/10/03	07/26/05
OCTAGON LOGO	1,383,793	06/12/85	02/18/86
ORIGIN	2,453,950	06/21/99	05/22/01
OTO SOOTHE	2,656,711	02/05/02	12/03/02
OXY-MYCIN	1,087,993	08/17/77	03/28/78
PACESETTER (and design)	2,751,326	04/11/01	08/12/03
PARAGON	2,069,515	05/31/96	06/10/97
PERFECT COAT	3,074,544	05/07/04	03/28/06
RE-NU	3,088,524	05/07/04	05/02/06
RESIST	2,794,958	01/30/03	12/16/03
RXV	1,408,163	06/12/85	09/09/86
RXV PRODUCTS	1,376,847	06/12/85	01/07/86
RXV RESCUE	2,314,616	02/18/99	02/01/00
RXV-BP-1	1,831,046	07/23/93	04/19/94
SCOURVAX	2,716,602	09/13/01	05/13/03
SUPPRESSOR	2,012,726	02/27/95	10/29/96
SUPRA-SULFA	1,064,285	11/07/75	04/26/77
TETNI-VAX	2,730,779	06/24/03	06/24/03
TRIPLE-HISTAMINE	2,129,878	06/10/96	01/20/98
VITA-JEC	969,052	08/02/72	09/25/73
VITA-ORAL	1,831,045	07/23/93	04/19/94
WI/WALCO (and design)	2,193,857	11/04/97	10/06/98

Federal Trademark Applications

Trademark	Serial No.	Filing Date
AGRI-BOND	78-532437	12/14/04
AMERICAN PET SUPPLY	78/313,745	10/15/03
ANIMALHEALTHPROS	78/260,482	06/10/03
ANNEXUS	78-756274	11/17/05
BOVI FRESH	78-554368	01/26/05
BOVI-PLAZ	78/329,287	11/18/03
BP-1	78/343,671	12/19/03
CANINE IMUNO-VAX	78/188,989	11/26/02
CEFTI-JEC	78/808,086	02/06/06
CHORHEXIZOLE	78/766,781	12/05/05
DIA-ROBE	78-793141	01/17/06
DIGEST-RITE	78-766789	12/05/05
D/TOX/BESC	78/231,751	03/31/03
EQUI/MINTIC/SPR	78/219,137	02/26/03
EQUI-BOOST	78/211,133	02/05/03
EQUI-DEX APPLE	78/414,155	05/06/04
EQUI-SPONGE	78/903,864	06/08/06
EQUI-THRUSH	78/250,992	05/16/03

Trademark	Serial No.	Filing Date
EXCELLENCE IN ANIMAL HEALTH	78/208,459	01/29/03
EXILE	78/907,720	06/14/06
FIRST IMPRESSIONS	78/573,006	02/23/05
GUT CHECK	78-766808	12/05/05
JUST LIKE MOM	78-554372	01/26/05
LAST FLIGHT	78/863,712	04/18/06
LINCO S 50	78-434457	01/14/04
LINCO-JECT	78/226,420	03/17/03
MASTI-VAX	78-790013	01/12/06
MINERAL MAX	76/489,397	02/11/03
MIRACLE FLX PELLETS	78/414,146	05/06/04
MIRACLE FLX SOLUTION	78/414,141	05/06/04
MIRACLE HOOF	78/414,150	05/06/04
MIRACLE SAND OUT	78-809119	02/07/06
MIRACLE SHEEN	78/861,802	04/14/06
MIRACLE WEIGHT GAIN	78-793011	01/17/06
NAX-C-FUR	78/836,278	03/14/06
NONE (LOGO ONLY)	78-791114	01/13/06
NUTRI-SORB	78/260,476	06/10/03
OUTLAST	78-766802	12/05/05
PRO-SHIELD	77/130,562	03/14/07
RANCH PACK	78-593519	03/23/05
RESCUE	78-590051	03/18/05
RXV	78-780389	12/23/05
SHU FLY	78-766793	12/05/05
VETQUI CELL	78/903,908	06/08/06
WI WALCO TECHNOLOGIES EXCELLENCE IN ANIMAL MANAGEMENT	78-836276	03/14/06

State Trademark Registrations

Trademark	Registration No.	Issue Date	State
HOLT PRODUCTS COMPANY	061,016	12/17/97	Wisconsin
HOLT PRODUCTS	061,017	12/17/97	Wisconsin
HOLT	061,018	12/17/97	Wisconsin

Trademark Licenses

1. License Agreement, dated May 11, 1994, between Walco International, Inc. and Michael Gian.
2. Agreement, dated July 27, 2004, by and between Newport Laboratories, Inc. and Walco International, Inc.

This Schedule does not include commercial off-the-shelf software licensed in the ordinary course of business.