

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
Butler Animal Health Supply, LLC		12/31/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3296484	OPHTHIMAL
Registration Number:	3541898	BUTLER ANIMAL HEALTH SUPPLY
Registration Number:	3548253	V BUTLER ANIMAL HEALTH SUPPLY
Registration Number:	3548251	V BUTLER ANIMAL HEALTH SUPPLY
Registration Number:	3548254	V
Registration Number:	3548252	V
Registration Number:	3548255	V BUTLER ANIMAL HEALTH SUPPLY
Registration Number:	3548274	BUTLER ANIMAL HEALTH SUPPLY
Registration Number:	2400411	CLINDROPS
Registration Number:	3047341	DVM MANAGER
Registration Number:	2800827	CLINCAPS
Registration Number:	2902366	VETUS FELILAX
Registration Number:	2902367	VETUS FELITONE-T
Registration Number:	2943942	MEGA-O R CAPS

OP \$715.00 3296484

Registration Number:	2943943	MEGA-O ES CAPS
Registration Number:	2942901	PRAZIJECT
Registration Number:	2937011	PRAZITABS
Registration Number:	3020827	VETAMECTIN EQUINE ORAL SOLUTION
Registration Number:	3040978	VETAMECTIN-CS INJECTABLE
Registration Number:	2953312	VETUS ANTI-OX TABS
Registration Number:	2664252	PHARMLINK
Registration Number:	1204240	BUTLER
Registration Number:	2711874	ACCESSBUTLER.COM
Registration Number:	1244916	B BUTLER
Registration Number:	2795945	PARID EQ
Registration Number:	1246697	B
Registration Number:	1244917	BUTLER
Registration Number:	1959404	BOVA DERM

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1471
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	01/29/2010

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 31, 2009 is made by Butler Animal Health Supply, LLC, a Delaware limited liability company, located at 400 Metro Place North, Dublin, Ohio 43017 (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O Box 2558, Houston, Texas 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of December 31, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of December 31, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower 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 Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BUTLER ANIMAL HEALTH SUPPLY, LLC

By: Leo E. McNeil
Name: Leo E. McNeil
Title: Executive Vice President and Chief Financial Officer
Date:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: _____
Name:
Title:
Date:

[Signature Page to the Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BUTLER ANIMAL HEALTH SUPPLY, LLC

By: _____
Name:
Title:
Date:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: Barbara R. Marks
Name:
Title: BARBARA R. MARKS
EXECUTIVE DIRECTOR
Date: 12/17/09

[Signature Page to the Trademark Security Agreement]

ACKNOWLEDGMENT OF BORROWER

STATE OF OHIO)
COUNTY OF FRANKLIN)^{SS}

On the 11th day of JANUARY, 2010, before me personally came Leo E. McNeil, who is personally known to me to be the Chief Financial Officer and Executive Vice President of Butler Animal Health Supply, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Chief Financial Officer and Executive Vice President in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.



PAMELA S. SIMS
Notary Public, State of Ohio
My Commission Expires 07-07-2013

Pamela S. Sims
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 31st day of December, 2009, before me personally came Barbara R. Marks, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.



Notary Public

EDELINE C. ADDERLEY
NOTARY PUBLIC STATE OF NEW YORK
NO. 012007040 QUALIFIED IN SCHOEN COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	App./Reg. No.
OPHTHIMAL	3,296,484
BUTLER ANIMAL HEALTH SUPPLY	3,541,898
V BUTLER ANIMAL HEALTH SUPPLY AND DESIGN	3,548,253
V BUTLER ANIMAL HEALTH SUPPLY AND DESIGN	3,548,251
V AND DESIGN	3,548,254
V AND DESIGN	3,548,252
V BUTLER ANIMAL HEALTH SUPPLY AND DESIGN	3,548,255
BUTLER ANIMAL HEALTH SUPPLY AND DESIGN	3,548,274
CLINDROPS	2,400,411
DVM MANAGER	3,047,341
CLINCAPS	2,800,827
VETUS FELILAX	2,902,366
VETUS FELITONE-T	2,902,367
MEGA-O R CAPS	2,943,942
MEGA-O ES CAPS	2,943,943
PRAZIJECT	2,942,901
PRAZITABS	2,937,011
VECTAMECTIN EQUINE ORAL SOLUTION	3,020,827
VETAMECTIN-CS INJECTABLE	3,040,978
VETUS ANTI-OX TABS	2,953,312
PHARMLINK	2,664,252
BUTLER	1,204,240
ACCESSBUTLER.COM	2,711,874
B BUTLER AND DESIGN	1,244,916
PARID EQ	2,795,945
B AND DESIGN	1,246,697
BUTLER	1,244,917
BOVA DERM	1,959,404