

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
Phibro Animal Health Corporation		08/31/2010	CORPORATION: NEW YORK
Prince Agri Products, Inc.		08/31/2010	CORPORATION: DELAWARE
Phibro-Tech, Inc.		08/31/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, NA, as Administrative Agent		
Street Address:	901 Main Street, TX1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: TEXAS		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	3578393	PHIBRO	
Registration Number:	2623044	PHIBRO	
Registration Number:	3580977	PHIBRO	
Registration Number:	3580978	PHIBRO	
Registration Number:	1889122	AVIAX	
Registration Number:	0817294	BANMINTH	
Registration Number:	3580496	BLOAT GUARD	
Registration Number:	0947825	CLTC	
Registration Number:	3484839	HEALTHY ANIMALS.HEALTHY FOOD	
Registration Number:	3779435	HEALTHY ANIMALS.HEALTHY FOOD.HEALTHY WORLD.	
Registration Number:	0891494	MECADOX	
Registration Number:	1064797	MECADOX	

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TRADEMARK
 REEL: 004272 FRAME: 0042

Registration Number:	1160202	MECADOX
Registration Number:	0631627	NICARB
Registration Number:	3318167	RUMATEL
Registration Number:	1179784	STAFAC
Registration Number:	1214673	TM-20
Registration Number:	1032755	TM-50
Registration Number:	1214664	TM-100
Registration Number:	1991547	V-MAX
Registration Number:	3039182	PHIBROCARE
Registration Number:	3450786	PHIBROCARE
Registration Number:	2854567	PHIBROCHEM
Registration Number:	3818981	ETHANOL PERFORMANCE GROUP
Registration Number:	2915912	LACTROL
Registration Number:	2183160	ADVANCING ANIMAL NUTRITION
Registration Number:	3239663	ADVANCING NUTRITION FOR HEALTHY ANIMALS
Registration Number:	3308427	CINGENEROL
Registration Number:	3515050	DQA
Registration Number:	3679493	DQA
Registration Number:	3568992	DYNAMIC QUALITY ASSURANCE
Registration Number:	3042810	GENERATE PLUS
Registration Number:	2440788	NUTRACHROM
Registration Number:	3081686	NUTRAGEN
Registration Number:	3588572	RELEASE2
Registration Number:	3731817	PHIBRO-TECH INC. THE COPPER CHEMICAL COMPANY
Serial Number:	85019516	AMPROMAX
Serial Number:	77657208	COCCIPROL
Serial Number:	85019526	COXISTAC
Serial Number:	77757997	HEALTHY ANIMALS. HEALTHY FOOD. HEALTHY WORLD.
Serial Number:	77923154	NEOTROL
Serial Number:	77298265	PHIBROPEARL
Serial Number:	77647368	GEN-ACTIVE TECHNOLOGY
Serial Number:	77913200	SAPRO
Serial Number:	77913232	YUCCAPLUS
Serial Number:	77955817	AB20

CORRESPONDENCE DATA

Fax Number: (800)516-6304

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

Phone: 614-280-3303

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:

Sakina Karkat

Signature:

/Sakina Karkat/

Date:

09/03/2010

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 31, by PHIBRO ANIMAL HEALTH CORPORATION, a New York corporation, PRINCE AGRI PRODUCTS, INC., a Delaware corporation, and PHIBRO-TECH, INC., a Delaware corporation (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security

Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


PHIBRO ANIMAL HEALTH
CORPORATION,
as Pledgor

By: 
Name: David C. Storbeck
Title: Vice President

PRINCE AGRI PRODUCTS, INC.,
As Pledgor

By: 
Name: David C. Storbeck
Title: Vice President

PHIBRO-TECH, INC.,
As Pledgor

By: 
Name: David C. Storbeck
Title: Vice President

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: George S. Casey
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION / SERIAL NUMBER	TRADEMARK
Phibro Animal Health Corporation	3,578,393	PHIBRO [copper cyanide and cupric chloride]
Phibro Animal Health Corporation	2,623,044	PHIBRO (& Design) [chemicals]
Phibro Animal Health Corporation	3,580,977	PHIBRO [animal feed additives]
Phibro Animal Health Corporation	3,580,978	PHIBRO (& Design) [animal feed additives]
Phibro Animal Health Corporation	1,889,122	AVIAX
Phibro Animal Health Corporation	817,294	BANMINTH
Phibro Animal Health Corporation	3,580,496	BLOAT GUARD
Phibro Animal Health Corporation	0,947,825	CLTC
Phibro Animal Health Corporation	3,484,839	HEALTHY ANIMALS. HEALTHY FOOD. (SM)
Phibro Animal Health Corporation	3,779,435	HEALTHY ANIMALS. HEALTHY FOOD. HEALTHY WORLD. (SM)
Phibro Animal Health Corporation	891,494	MECADOX
Phibro Animal Health Corporation	1,064,797	MECADOX
Phibro Animal Health Corporation	1,160,202	MECADOX
Phibro Animal Health Corporation	631,627	NICARB
Phibro Animal Health Corporation	3,318,167	RUMATEL

OWNER	REGISTRATION / SERIAL NUMBER	TRADEMARK
Phibro Animal Health Corporation	1,179,784	STAFAC
Phibro Animal Health Corporation	1,214,673	TM-20
Phibro Animal Health Corporation	1,032,755	TM-50
Phibro Animal Health Corporation	1,214,664	TM-100
Phibro Animal Health Corporation	1,991,547	V-MAX
Phibro Animal Health Corporation	3,039,182	PHIBROCARE
Phibro Animal Health Corporation	3,450,786	PHIBROCARE
Phibro Animal Health Corporation	2,854,567	PHIBROCHEM
Phibro Animal Health Corporation	3,818,981	ETHANOL PERFORMANCE GROUP
Phibro Animal Health Corporation	2,915,912	LACTROL
Prince Agri Products, Inc.	2,183,160	ADVANCING ANIMAL NUTRITION
Prince Agri Products, Inc.	3,239,663	ADVANCING NUTRITION FOR HEALTHY ANIMALS
Prince Agri Products, Inc.	3,308,427	CINGENEROL
Prince Agri Products, Inc.	3,515,050	DQA
Prince Agri Products, Inc.	3,679,493	DQA with checkmark design
Prince Agri Products, Inc.	3,568,992	DYNAMIC QUALITY ASSURANCE
Prince Agri Products, Inc.	3,042,810	GENERATE PLUS
Prince Agri Products, Inc.	2,440,788	NUTRACHROM
Prince Agri Products, Inc.	3,081,686	NutraGen
Prince Agri Products, Inc.	3,588,572	ReleasE2 (words and design)
Phibro-Tech, Inc.	3,731,817	PHIBRO-TECH, INC. THE COPPER CHEMICAL COMPANY

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Phibro Animal Health Corporation	85/019,516	AmproMax
Phibro Animal Health Corporation	77/657,208	COCCIPROL
Phibro Animal Health Corporation	85/019,526	COXISTAC
Phibro Animal Health Corporation	77/757,997	HEALTHY ANIMALS. HEALTHY FOOD. HEALTHY WORLD. (TM)
Phibro Animal Health Corporation	77/923,154	NEOTROL
Phibro Animal Health Corporation	77/298,265	PhibroPearl
Prince Agri Products, Inc.	77/647,368	GEN-ACTIVE TECHNOLOGY
Prince Agri Products, Inc.	77/913,200	SAPRO
Prince Agri Products, Inc.	77/913,232	YUCCAPLUS
Prince Agri Products, Inc.	77/955,817	AB20