

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
DEMAPET INC.		10/21/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	BANK OF SCOTLAND
Street Address:	150 Fountainbridge
Internal Address:	1st Floor
City:	Edinburgh
State/Country:	UNITED KINGDOM
Postal Code:	EH3 9PE
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1701328	DERMAPET
Registration Number:	2665350	MALACETIC
Registration Number:	2660393	DENTACETIC

CORRESPONDENCE DATA

Fax Number: (703)760-7777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-760-7700
 Email: trademark-dc@mofo.com
 Correspondent Name: Hsiao-Ting Cheng
 Address Line 1: 1650 Tysons Boulevard
 Address Line 2: Suite 400
 Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	20553-12
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DOMESTIC REPRESENTATIVE

900175126

**TRADEMARK
 REEL: 004305 FRAME: 0547**

CH \$90.00 1701328

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Marisa S. Gondrez
Signature:	/Marisa S. Gondrez/
Date:	10/28/2010

Total Attachments: 8
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 21, 2010, is made between DEMAPET INC., a Florida Corporation (the "Grantor"), and BANK OF SCOTLAND PLC, a public limited company incorporated under the laws of Scotland, as security trustee for the Secured Parties referred to below (in such capacity, the "Security Trustee").

The Grantor, Dechra Pharmaceuticals plc and certain Subsidiaries, as borrowers (the "Borrowers"), the Parent and certain Subsidiaries, as guarantors (the "Guarantors"), certain financial institutions, as lenders (the "Lenders"), Bank of Scotland plc as agent for the Finance Parties and Bank of America Scotland plc as Security Trustee for the Secured Parties are party to that certain Facilities Agreement dated December 12, 2007 as amended and restated pursuant to an amendment and restatement agreement dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Facilities Agreement").

In connection therewith, pursuant to the Security Agreement, dated as of the date hereof 2010 (as amended, modified, renewed or extended from time to time, the "Security Agreement"), among the Grantor, certain affiliates of the Grantor and the Security Trustee, Grantor has granted to the Security Trustee a security interest in all of Grantor's present and future assets, including the intellectual property identified below, to secure the Secured Obligations (as defined in the Security Agreement). To supplement Security Trustee's security interest in such intellectual property pursuant to the Security Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Facilities Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Facilities Agreement.

(b) Interpretation. The rules of interpretation set forth in Section 1.2 of the Facilities Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to Agent, for itself and on behalf of and for the ratable benefit of Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets; and

(iv) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. This Agreement is being executed and delivered for recordation purposes only, and in the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Agent to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 5 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE

EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS
HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL
ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

DERMAPET, INC.

By: Mike Eldred
Name: Mike Eldred
Title: President

Address:

7015 College Blvd., Suite 525
Overland Park, Kansas 66211
Attn: Mike Eldred, President
Fax No.: (913) 327-0016
Email: mike.eldred@dechra.com

THE SECURITY TRUSTEE

BANK OF SCOTLAND PLC

By: _____
Name:
Title:

Address:

Attn: _____
Fax No.: _____
Email: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

DERMAPET, INC.

By: _____

Name: Mike Eldred

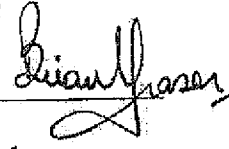
Title: President

Address:

7015 College Blvd., Suite 525
Overland Park, Kansas 66211
Attn: Mike Eldred, President
Fax No.: (913) 327-0016
Email: mike.eldred@dechra.com

THE SECURITY TRUSTEE

BANK OF SCOTLAND PLC

By: _____ 

Name: Brian Fraser

Title: SECURITY TRUSTEE

Address: CITY MARK

EDINBURGH

EH3 9PE

Attn: WHOLESALE LOANS AGENCY

Fax No.: 0131 - 247 - 7229

Email: brian.fraser@champsbanking.com

SCHEDULE A
to the Patent and Trademark Security Agreement

DERMAPET INC.

Issued U.S. Patents of the Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
5,480,658	1/2/1996	Steven A. Melman	Ear and skin cleanser
5,853,767	12/29/1998	Steven A. Melman	Compositions for treating fungal, parasitic and/or bacterial infections, especially infections of organs such as the skin and vagina
6,420,425 B1	7/16/2002	Steven A. Melman	Method for the broad based treatment of infections especially infections of organs such as the skin and vagina
6,538,155 B1	3/25/2003	Steven A. Melman	Method for preparing an EDTA-Tris composition, a composition containing EDTA-Tris and uses therefore
6,610,276 B2	8/26/2003	Steven A. Melman	Multi-functional dental composition

Pending U.S. Patent Applications of the Grantor

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
11/050,205	2/3/2005	Nie, Li; (<i>Kansas City, MO</i>); Bassi, Sukh D.; (<i>Atchison, KS</i>); Maningat, Clodualdo C.; (<i>Platte City, MO</i>)	Extruded gluten based pet chew bodies ABANDONED 12-18-2009
10/646,830	8/25/2003	Steven A. Melman	Multi-functional dental composition ABANDONED 02-05-2007
11/698,997	1/29/2007	Steven A. Melman	Multi-functional dental composition PENDING

SCHEDULE B
to the Patent and Trademark Security Agreement

U.S. Trademarks of the Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
1701328	7/21/1992	09/27/1991	Dermapet, Inc.	DERMAPET (stylized)
2665350	12/24/2002	10/31/2000	Dermapet, Inc.	MALACETIC
2660393	12/10/2002	10/31/2000	Dermapet, Inc.	DENTACETIC

Pending U.S. Trademark Applications of the Grantor

None.

ny-944820