

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at Reel 2544 Frame 0144

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A. (successor by merger to Fleet National Bank)		06/30/2005	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Walco International, Inc.
<b>Street Address:</b>	7 Village Circle, Suite 200
<b>City:</b>	Westlake
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76262
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	962500	DUO PEN
Registration Number:	969052	VITA-JEC
Registration Number:	1064285	SUPRA-SULFA
Registration Number:	1063116	NEOVET
Registration Number:	1087993	OXY-MYCIN
Registration Number:	1408163	RXV
Registration Number:	1376847	RXV PRODUCTS
Registration Number:	1698740	COCCICOR
Registration Number:	1837664	LUBISEPTOL
Registration Number:	1915956	KETA-STHETIC
Registration Number:	2012726	SUPPRESSOR
Registration Number:	1955002	GOOD START
Registration Number:	2058430	EXIT
Registration Number:	2069515	PARAGON

OP \$715.00 962500

**TRADEMARK**

Registration Number:	2129878	TRIPLE HISTAMINE
Registration Number:	2392486	FIRSTCOMPANION
Registration Number:	2193857	WI WALCO
Registration Number:	2255087	COMEBACK
Registration Number:	2448175	ANEM-X
Registration Number:	2456199	EXALT
Registration Number:	2733324	IVERMAX
Registration Number:	2647268	COVERT
Registration Number:	2644536	GAUGE
Registration Number:	2580432	DERMALOG
Registration Number:	2716602	SCOURVAX
Registration Number:	2730779	TETNI-VAX
Registration Number:	2656711	OTO SOOTHE
Registration Number:	2423950	USAHARNESS

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: ipdocket@lw.com, kristin.azcona@lw.com  
Correspondent Name: LATHAM & WATKINS LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	034810-0154
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	06/08/2011

Total Attachments: 4  
source=Payoff ltr BofA and Walco#page1.tif  
source=Payoff ltr BofA and Walco#page2.tif  
source=Payoff ltr BofA and Walco#page3.tif  
source=Payoff ltr BofA and Walco#page4.tif

**PAY-OFF CONFIRMATION LETTER**

June 30, 2005

Walco International, Inc.  
 520 South Main Street  
 Grapevine, Texas 76501

JPMorgan Chase Bank, N.A., as Administrative Agent  
 2200 Ross Avenue, 3<sup>rd</sup> Floor  
 Dallas, Texas 75201  
 Attention: Kevin Padgett

**RE:** Credit Agreement dated as of August 3, 1999, as amended (the “Existing Credit Agreement”), among Walco International, Inc. (the “Borrower”), the Guarantors party thereto (collectively with the Borrower, the “Credit Parties”), the Lenders party thereto (the “Existing Lenders”), Bank of America, N.A. (successor by merger to Fleet National Bank) as Administrative Agent (the “Existing Agent”), JPMorgan Chase Bank, N.A. as Syndication Agent and General Electric Capital Corporation as Collateral Audit Agent

Gentlemen:

The Borrower has informed the Existing Agent that the Borrower and certain Affiliates of the Borrower intend to enter into certain financing arrangements with certain lenders and JPMorgan Chase Bank, N.A. as Administrative Agent (“JPMorgan”) and that certain of the proceeds of the loans to the Borrower thereunder will be used to refinance all of the Borrower’s liabilities to the Existing Agent and the Existing Lenders under the Existing Credit Agreement.

In accordance with the terms of the Existing Credit Agreement, (i) the Existing Agent and the Existing Lenders have made certain loans to the Borrower (the “Loans”) and (ii) the Existing Lenders have issued the following letter of credit for the account of the Borrower which remains outstanding as of the date hereof (the “Letter of Credit”):

<u>Letter of Credit Number</u>	<u>Beneficiary</u>	<u>Expiration Date</u>	<u>Face Amount</u>
1304925	Employers Insurance of Wausau	12/31/05	REDACTED

The Credit Parties have requested that the Existing Agent permit the Letter of Credit to remain outstanding after the pay-off and discharge of the Credit Parties’ other obligations under the Loan Documents (as defined below), until the earliest to occur of (i) their current expiration dates or (ii) their return to the Existing Agent for cancellation. As security for the obligations of the Credit Parties in respect of the Letter of Credit, the Credit Parties have agreed to deposit with the Existing Agent on the Payoff Date (as defined below) cash in amount equal to approximately 105% of the outstanding amount available to be drawn under the Letter of Credit (the “Cash Collateral Amount”) which Cash Collateral Amount shall be held by the Existing Agent until such time as the Letter of Credit have expired and/or been returned to the Existing Agent for cancellation, subject to the Existing Agent’s right to use the Cash Collateral Amount to reimburse itself for any drawings under the Letter of Credit and any fees and expenses associated therewith.

The amounts necessary to pay in full as of June 30, 2005 (the “Proposed Pay-Off Date”) the outstanding principal and accrued interest owing in respect of the Loans and all other liabilities or indebtedness (collectively,

Walco International, Inc.  
 JPMorgan Chase Bank  
 June 30, 2005  
 Page 2

the "Liabilities") of the Credit Parties to the Existing Agent and the Existing Lenders under the Existing Credit Agreement and any other loan, guaranty or collateral documents executed or delivered in connection with the Loans (collectively, the "Loan Documents"), other than the obligations of the Credit Parties with respect to the Letter of Credit (collectively, the "Letter of Credit Obligations"), and to cash-collateralize the Letter of Credit Obligations as described above, are as follows:

- |   |          |
|---|----------|
| 1. Outstanding principal balance of the Loans as of the Proposed Pay-Off Date:        | REDACTED |
| 2. Accrued but unpaid interest and fees on the Loans as of the Proposed Pay-Off Date: | REDACTED |
| 3. Accrued but unpaid legal fees and expenses through the Proposed Pay-Off Date:      | REDACTED |
| 4. Eurodollar breakage fees pursuant to Section 2.15 of the Existing Credit Agreement | REDACTED |
| 5. Cash Collateral Amount   | REDACTED |
| 6 Total Payoff Amount as of the Proposed Pay-Off Date:                                | REDACTED |

In the event that the Existing Agent does not receive payment in full of the Total Pay-Off Amount prior to 5:00 p.m Eastern Time on the Proposed Pay-Off Date, interest shall continue to accrue on the outstanding Loans at the per diem rate of REDACTED (the "Per Diem Interest"). In addition to the foregoing, in the event that the Existing Agent does not receive payment in full of the Total Pay-Off Amount prior to 5:00 p.m. on June 30, 2005, this letter shall be of no further force and effect and the Borrower shall be required to obtain an updated payoff letter from the Existing Agent.

The Existing Agent hereby certifies that the Existing Agent and the Existing Lenders are the holders of the Liabilities and that such Liabilities and Loan Documents have not been assigned or transferred to any other person.

Payment of the Total Pay-Off Amount should be made to the Existing Agent by way of a wire transfer of immediately available funds directed as follows:

Bank Name:	Fleet National Bank
ABA Routing #:	011900571
Account No.	9369337579
Account Name:	Fleet Capital NELA Collections
Reference:	Walco Payoff

The Existing Agent hereby further certifies and confirms to the Borrower and JPMorgan that, upon receipt by the Existing Agent of the Total Pay-Off Amount and, if applicable, the Per Diem Interest, in immediately available funds in accordance with the preceding paragraphs (such date, the "Payoff Date"), (i) the Credit Parties will no longer be indebted to the Existing Agent and the Existing Lenders for any reason under the Existing Credit Agreement or the other Loan Documents, except with respect to (x) amounts due in respect of the Letter of Credit and (y) any obligations under the Loan Documents to indemnify the Existing Agent and the Existing Lenders or to

Walco International, Inc.  
JPMorgan Chase Bank  
June 30, 2005  
Page 3

reimburse their respective expenses, (ii) all security interests in, security titles to, mortgages and other liens on all real and personal property assets of the Borrower granted in favor of the Existing Agent and the Existing Lenders as security for the Loans and Liabilities will be automatically terminated and released (except that the Existing Agent shall continue to retain the Cash Collateral Amount) and (iii) the Existing Agent will promptly execute and hereby authorizes the filing of any and all Uniform Commercial Code financing statement terminations, discharges, releases or reconveyances of mortgages or deeds of trust, releases of any intellectual property assignments and all other such lien release documents as the Borrower or JPMorgan may request in order to evidence or otherwise give public notice of such terminations and releases (provided, however, that any and all such termination statements, deed of trust or mortgage discharges, releases or reconveyances, intellectual property releases and other such documents shall be prepared and recorded at the Borrower's expense).

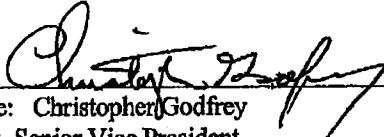
Notwithstanding anything to the contrary contained herein, the Existing Agent hereby reserves (i) all of its rights in and to and claims for checks or similar instruments for payment of money heretofore received by it in connection with its loan arrangements with the Borrower, (ii) all of its rights in and to and claims for monies due or to become due under paid checks or similar instruments for which the Existing Agent gave credit to the Borrower in calculating the Total Pay-Off Amount, and (iii) all of its rights in and to and claims for any monies to become due in respect of checking, deposit and other accounts which the Borrower continues to maintain with the Existing Agent, including rights to monies to become due under checks or similar instruments for which Existing Agent may in the future give credit to the Borrower.

For and in consideration of the Existing Agent's agreements contained herein and the performance of its obligations hereunder, the Borrower agrees to reimburse and pay promptly to the Existing Agent, upon the Existing Agent's demand therefor, in immediately available funds, (i) the full face amount of any checks or other instruments, whether made by the Borrower or any of its account debtors, which have heretofore been received by the Existing Agent and credited to the Liabilities and which are hereafter dishonored or returned to the Existing Agent or otherwise remain unpaid for any reason and (ii) the full face amount of the Letter of Credit and all other fees and costs related to the Letter of Credit Obligations.

Very truly yours,

**EXISTING AGENT:**

**BANK OF AMERICA, N.A.**, as successor by merger  
to Fleet National Bank, as Administrative Agent

By:   
Name: Christopher Godfrey  
Title: Senior Vice President

**REGISTERED TRADEMARKS (Reel 2544/Frame 0144)**

<b>TRADEMARK</b>	<b>FEDERAL REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
DUO PEN	962500	07/03/1973
VITA-JEC	969052	09/25/1973
Supra-Sulfa	1064285	04/26/1977
Neovet	1063116	04/12/1977
Oxy-Mycin	1087993	03/28/1978
RXV	1408163	09/09/1986
RXV Products	1376847	01/07/1986
Coccicor	1698740	07/07/1992
Lubiseptol	1837664	05/31/1994
Keta-Sthetic	1915956	09/05/1995
Suppressor	2012726	10/29/1996
Good Start	1955002	02/06/1996
Exit	2058430	04/29/1997
Paragon	2069515	06/10/1997
Triple Histamine	2129878	01/20/1998
Firstcompanion	2392486	10/10/2000
WI Walco	2193857	10/06/1998
Comeback	2255087	06/22/1999
Anem-X	2448175	05/01/2001
Exalt	2456199	05/29/2001
Ivermax	2733324	07/01/2003
Covert	2647268	11/05/2002
Gauge	2644536	10/29/2002
Dermalog	2580432	06/11/2002
Scourvax	2716602	05/13/2003
Tetni-Vax	2730779	06/24/2003
Oto Soothe	2656711	12/03/2002
USAHarness	2423950	01/23/2001