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
LEXTRON, INC.		06/10/2011	CORPORATION: COLORADO
ASPEN VETERINARY RESOURCES, LTD.		06/10/2011	LIMITED LIABILITY COMPANY: COLORADO
ANIMAL FEED TECHNOLOGIES, LLC		06/10/2011	LIMITED LIABILITY COMPANY: COLORADO
TRADEWINDS TRADING COMPANY, INC.		06/10/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	209 South LaSalle Street, Suite 300
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	3851539	ACTI-CHAR
Registration Number:	1970398	ASPEN
Registration Number:	1970550	ASPEN
Registration Number:	1988928	ASPEN
Registration Number:	2854780	ASPEN DAIRY SOLUTIONS QUALITY MILK CONTROL
Registration Number:	1970399	ASPEN VETERINARY RESOURCES
Registration Number:	2267355	BACTRASAN
Registration Number:	3432080	COCCISTOP SOLUTIONS
Registration Number:	2493557	COMPANIONVAC
Registration Number:	2057457	CONQUEST

OP $790.00 3851539

Registration Number:	1996889	COOPER'S BEST
Registration Number:	3412439	ENDO-MECTIN
Registration Number:	2274165	ENER-LYTE
Registration Number:	3791503	EQUISTRENGTH
Registration Number:	2633042	ESSENTIAL-AD
Registration Number:	0918627	E-Z FLAKE
Registration Number:	3551479	IVERCHOICE
Registration Number:	3819198	LIBERTY DAIRY SOLUTIONS
Registration Number:	3432329	LIQUISOOTHE
Registration Number:	1890779	MICROMASTER
Registration Number:	3804603	MILK FEVER CP
Registration Number:	3432081	MOR-MAX
Registration Number:	3598229	PRECISION LOGISTICS
Registration Number:	3130806	QUIET DOWN
Registration Number:	3810843	TERRA-VET
Registration Number:	2843766	THRUSHTOX
Registration Number:	2513254	TITERVAC
Registration Number:	3375169	VETAMEG
Registration Number:	3074586	WORKOUT
Registration Number:	2439825	PINKEYE-3
Registration Number:	2992088	

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2834.133
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/13/2011

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of the 10th day of June, 2011 by the entities identified as "Grantors" on the signature pages hereto (collectively, the "Grantors") in favor of U.S. Bank National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Secured Parties.

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of June 10, 2011 by and among the Grantors, Administrative Agent and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, pursuant to the Credit Agreement, the Grantors entered into that certain Pledge and Security Agreement dated as of June 10, 2011 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors granted to Administrative Agent, for the benefit of the Secured Parties, among other things, a continuing security interest in certain of the Grantors' assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including without limitation those listed on Schedule A hereto, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages or payments for past or future infringements thereof; and (d) the right to sue for past, present, and future infringements of any of the foregoing.

Notwithstanding anything herein to the contrary, no Lien or security interest is hereby granted on and the Trademark Collateral shall not include any "intent to use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent and any other Secured Party under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any Requirement of Law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of each Secured Party and their successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[*signature pages follow*]

TRADEMARK
REEL: 004560 FRAME: 0116

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

GRANTORS:

LEXTRON, INC.

By _____
Name: John Adent
Title President + CEO

ASPEN VETERINARY RESOURCES, LTD.

By: Lextron, Inc., as Manager

By _____
Name: John Adent
Title President + CEO

ANIMAL FEED TECHNOLOGIES, LLC

By: Lextron, Inc., as Manager

By _____
Name: John Adent
Title President + CEO

TRADEWINDS TRADING COMPANY, INC.

By _____
Name: John Adent
Title President + CEO

AGREED AND ACCEPTED:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: LYNN BOSSELIN
Title: VICE PRESIDENT

SCHEDULE A

Grantor	Trademark	Reg Number	Reg Date
Aspen Veterinary Resources, LTD.	ACTI-CHAR	3851539	9/21/2010
Aspen Veterinary Resources, LTD.	ASPEN	1970398	4/23/1996
Aspen Veterinary Resources, LTD.	ASPEN	1970550	4/23/1996
Aspen Veterinary Resources, LTD.	ASPEN AND DESIGN	1988928	7/23/1996
Aspen Veterinary Resources, LTD.	ASPEN DAIRY SOLUTIONS QUALITY MILK CONTROL and Design	2854780	6/15/2004
Aspen Veterinary Resources, LTD.	ASPEN VETERINARY RESOURCES	1970399	4/23/1996
Aspen Veterinary Resources, LTD.	BACTRASAN	2267355	8/3/1999
Aspen Veterinary Resources, LTD.	COCCISTOP SOLUTIONS	3432080	5/20/2008
Aspen Veterinary Resources, LTD.	COMPANIONVAC	2493557	9/25/2001
Aspen Veterinary Resources, LTD.	CONQUEST	2057457	4/29/1997
Aspen Veterinary Resources, LTD.	COOPER'S BEST	1996889	8/27/1996
Aspen Veterinary Resources, LTD.	ENDO-MECTIN	3412439	4/15/2008
Aspen Veterinary Resources, LTD.	ENER-LYTE	2274165	8/31/1999
Aspen Veterinary Resources, LTD.	EQUISTRENGTH	3791503	5/18/2010
Aspen Veterinary Resources, LTD.	ESSENTIAL-AD	2633042	10/8/2002
Animal Feed Technologies, LLC	E-Z FLAKE	0918627	8/17/1971
Aspen Veterinary Resources, LTD.	IVERCHOICE	3551479	12/23/2008
Aspen Veterinary Resources, LTD.	LIBERTY DAIRY SOLUTIONS	3819198	7/13/2010
Aspen Veterinary Resources, LTD.	LIQUISOOTHE	3432329	5/20/2008
Animal Feed Technologies, LLC	MICROMASTER	1890779	4/25/1995
Aspen Veterinary Resources, LTD.	MILK FEVER CP	3804603	6/15/2010
Aspen Veterinary Resources, LTD.	MOR-MAX	3432081	5/20/2008
Lextron, Inc.	PRECISION LOGISTICS	3598229	3/31/2009
Aspen Veterinary Resources, LTD.	QUIET DOWN	3130806	8/15/2006
Aspen Veterinary Resources, LTD.	TERRA-VET	3810843	6/29/2010
Aspen Veterinary Resources, LTD.	THRUSHTOX	2843766	5/18/2004
Aspen Veterinary Resources, LTD.	TITERVAC	2513254	11/27/2001
Aspen Veterinary Resources, LTD.	VETAMEG	3375169	1/29/2008
Aspen Veterinary Resources, LTD.	WORKOUT	3074586	3/28/2006
Lextron, Inc.	PINKEYE-3	2439825	4/3/2001
TradeWinds Trading Company, Inc.	[DESIGN ONLY]	2992088	9/6/2005