

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
Heska Corporation		12/21/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1740 Broadway
Internal Address:	MAC C7300-210
City:	Denver
State/Country:	COLORADO
Postal Code:	80274
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77829422	IMMUCHECK
Serial Number:	85294817	ERD
Serial Number:	77852665	ERD
Registration Number:	3753400	ERD
Registration Number:	3908910	VITALPATH

CORRESPONDENCE DATA

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CH \$140.00 77829422

ATTORNEY DOCKET NUMBER:	10918.556
NAME OF SUBMITTER:	Melinda Jones
Signature:	/mej/
Date:	02/08/2012
Total Attachments: 4 source=Heska Corporation - Amendment to Patent and Trademark Security Agreement#page1.tif source=Heska Corporation - Amendment to Patent and Trademark Security Agreement#page2.tif source=Heska Corporation - Amendment to Patent and Trademark Security Agreement#page3.tif source=Heska Corporation - Amendment to Patent and Trademark Security Agreement#page4.tif	

AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment, dated as of December 21, 2011, is made by and between Heska Corporation, a Delaware corporation (the "Borrower"), and Wells Fargo Bank, National Association, operating through its Wells Fargo Capital Finance operating division, as successor in interest to Wells Fargo Business Credit, Inc. (the "Lender").

Recitals

The Borrower and the Lender are parties to a Patent and Trademark Security Agreement dated as of April 30, 2003 (as amended to date and as the same may be hereafter amended from time to time, the "PTSA") which PTSA was recorded with the United States Patent and Trademark Office on February 26, 2009 at Reel 022354, Frame 0170 (with respect to Patents) and on February 19, 2009 at Reel 3939, Frame 0109 (with respect to Trademarks), for the purpose of collateral security for all indebtedness and obligations of the Borrower to the Lender.

The Borrowers have requested that certain amendments be made to the Credit Agreement, which the Lender is willing to make pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Defined Terms. Capitalized terms used in this Amendment which are defined in the PTSA shall have the same meanings as defined therein, unless otherwise defined herein.

2. Patents. Exhibit A to the PTSA is hereby amended by adding the patents identified on Schedule 1 thereto.

3. Trademarks. Exhibit B to the PTSA is hereby amended by adding the patents identified on Schedule 1 thereto.

4. No Other Changes. Except as explicitly amended by this Amendment, all of the terms and conditions of the PTSA shall remain in full force and effect and shall apply to any advance or letter of credit thereunder.

5. Representations and Warranties. The Borrower hereby represents and warrants to the Lender as follows:

(a) The Borrower has all requisite power and authority to execute this Amendment and to perform all of its obligations hereunder, and this Amendment has been duly executed and delivered by the Borrower and constitutes the legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms.

(b) The execution, delivery and performance by the Borrower of this Amendment have been duly authorized by all necessary corporate action and do not

(i) require any authorization, consent or approval by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect, having applicability to the Borrower, or the articles of incorporation or by-laws of the Borrower, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrower is a party or by which it or its properties may be bound or affected.

6. Costs and Expenses. The Borrower hereby reaffirms its agreement under the Credit Agreement to pay or reimburse the Lender on demand for all costs and expenses incurred by the Lender in connection with the Loan Documents, including without limitation all reasonable fees and disbursements of legal counsel. Without limiting the generality of the foregoing, the Borrower specifically agrees to pay all fees and disbursements of counsel to the Lender for the services performed by such counsel in connection with the preparation of this Amendment and the documents and instruments incidental hereto. The Borrower hereby agrees that the Lender may, at any time or from time to time in its sole discretion and without further authorization by the Borrower, make a loan to the Borrower under the Credit Agreement, or apply the proceeds of any loan, for the purpose of paying any such fees, disbursements, costs and expenses.

7. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

HESKA CORPORATION

By: *Jason Napolitano*
Name: Jason Napolitano
Its: Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: *Timothy P. Ulrich*
Name: Timothy P. Ulrich
Its: Authorized Signatory

Schedule 1 to Amendment to Patent and Trademark Security Agreement

Patents Added to Exhibit A to Patent and Trademark Security Agreement

TITLE	APPLICATION NUMBER	FILE DATE	U.S. PATENT NUMBER	ISSUE DATE	STATUS
Canine COX-2 Proteins and Uses Thereof	12/352,511	1/12/2009	7,666,641	2/23/2010	ISSUED
Flea GABA Receptor Subunit Nucleic Acid Molecules	12/352,535	1/12/2009			PENDING
Feline Granulocyte Macrophage Colony Stimulating Factor Nucleic Acid Molecules	11/486,995	7/14/2006	7,780,959 B2	8/24/2010	ISSUED
Feline Granulocyte Macrophage Colony Stimulating Factor Nucleic Acid Molecules	12/819,964	6/21/2010			PENDING

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4811-0807-6812/1

Schedule 1 to Amendment to Patent and Trademark Security Agreement

Trademarks Added to Exhibit B to Patent and Trademark Security Agreement

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	FILING DATE	CLASS(ES)	STATUS
IMMUCHECK	United States			77/829422	9/18/2009	05	ALLOWED
TRI-HEART	Taiwan	1418709	7/16/2010	98047611	10/28/2009	05	REGISTERED
ERD	United States			85/294817	4/14/2011	10	Pending
ERD	United States		4/27/2010	77/852,665	10/20/2009	05	REGISTERED
ERD	United States	3,753,400	2/23/2010	78/981,276	2/23/2010	44	REGISTERED
HESKA	Brazil			830902880	1/11/2011	10	Pending
HESKA	Mexico			1146865	1/11/2011	05	Pending
VITALPATH	United States	3,908,910	1/18/2011	77/830223	9/18/2009	10	REGISTERED
VITALPATH	Canada			1,478,308	3/16/2010	10	ALLOWED