

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
The Harvard Drug Group, L.L.C.		10/29/2012	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	INC. ASSOCIATION: NEW YORK

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3253693	CERTAVITE
Registration Number:	3744597	EXPERT-MED
Registration Number:	3667627	FIRST VETERINARY SUPPLY
Registration Number:	3674340	FIRST VETERINARY SUPPLY
Registration Number:	3960344	INSTANT DIAGNOSTIC SYSTEMS
Registration Number:	3742430	LETCO
Registration Number:	2155059	MAJOR
Registration Number:	2490633	MAPAP
Registration Number:	3189960	NICORELIEF
Registration Number:	3775680	PUTTING VETERINARIANS FIRST
Registration Number:	3197576	RELAFORM
Registration Number:	3742296	ROBAFEN
Registration Number:	3396305	RS
Registration Number:	4011568	RXID REDUCING ILLEGAL DIVERSION

**TRADEMARK**

**CORRESPONDENCE DATA**

Fax Number: 6508134848

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (650) 813-4800

Email: patents@dechert.com

Correspondent Name: Leslie Theophile

Address Line 1: 2440 West El Camino Real

Address Line 2: Suite 700

Address Line 4: Mountain View, CALIFORNIA 94040

ATTORNEY DOCKET NUMBER:	383774-120859
NAME OF SUBMITTER:	Leslie Theophile
Signature:	/leslie theophile/
Date:	11/01/2012
Total Attachments: 5 source=Security Interest.pdf#page1.tif source=Security Interest.pdf#page2.tif source=Security Interest.pdf#page3.tif source=Security Interest.pdf#page4.tif source=Security Interest.pdf#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 29, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent for the Lenders and as collateral agent for the Secured Parties (in such capacities, including any successor thereto, the "**Administrative Agent**").

**WHEREAS**, the Grantors are party to a Guarantee and Collateral Agreement dated as of October 29, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**") among each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

### **SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

**SECTION 2.1. Grant of Security.** Each Grantor hereby pledges, assigns and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property (other than the Excluded Assets of such Grantor), in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule A, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) general intangibles of a like nature, (v) the right to sue or otherwise recover for past, present and future infringement, dilution or other

violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2. Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Assets, including 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 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, solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such “intent-to-use” application under applicable federal law.

### **SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

### **SECTION 4. GOVERNING LAW**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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MORGAN STANLEY SENIOR FUNDING,  
INC.,  
as Administrative Agent

By:



Name: Stephen B. King  
Title: Authorized Signatory

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u><b>Grantor</b></u>	<u><b>Trademark</b></u>	<u><b>Jurisdiction</b></u>	<u><b>Class</b></u>	<u><b>Status</b></u>	<u><b>App/Reg No.</b></u>
The Harvard Drug Group, L.L.C.	CERTAVITE	United States	05	Registered	3,253,693
The Harvard Drug Group, L.L.C.	EXPERT-MED	United States	35	Registered	3,744,597
The Harvard Drug Group, L.L.C.	FIRST VETERINARY SUPPLY	United States	35	Registered	3,667,627
The Harvard Drug Group, L.L.C.	FIRST VETERINARY SUPPLY & design	United States	35	Registered	3,674,340
The Harvard Drug Group, L.L.C.	INSTANT DIAGNOSTIC SYSTEMS	United States	44	Registered	3,960,344
The Harvard Drug Group, L.L.C.	LETCO	United States	35	Registered	3,742,430
The Harvard Drug Group, L.L.C.	MAJOR	United States	05	Registered	2,155,059
The Harvard Drug Group, L.L.C.	MAPAP	United States	05	Registered	2,490,633
The Harvard Drug Group, L.L.C.	NICORELIEF	United States	05	Registered	3,189,960
The Harvard Drug Group, L.L.C.	PUTTING VETERINARIANS FIRST	United States	35	Registered	3,775,680
The Harvard Drug Group, L.L.C.	RELAFORM	United States	05	Registered	3,197,576
The Harvard Drug Group, L.L.C.	ROBAFEN	United States	05	Registered	3,742,296
The Harvard Drug Group, L.L.C.	RS & design	United States	35	Registered	3,396,305
The Harvard Drug Group, L.L.C.	RXID REDUCING ILLEGAL DIVERSION	United States	35	Registered	4,011,568

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