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
Wellmark International		12/05/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street
Internal Address:	23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Serial Number:	73076172	ALTOSAND
Serial Number:	72424683	ALTOSID
Serial Number:	78449126	ALTOSID CP-10
Serial Number:	85014710	ALTOSID SBG
Serial Number:	77723752	ALTOSID XR-G
Serial Number:	73354297	APEX
Serial Number:	73705536	APISTAN
Serial Number:	78800480	APISTAN
Serial Number:	73568572	BREAKAWAY
Serial Number:	74625141	CATALYST
Serial Number:	85893759	CENTYNAL
Serial Number:	77038354	CLARIFLY
Serial Number:	77375082	CLARIFLY LARVICIDE

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Serial Number:	75797112	
Serial Number:	75154778	DEEP 6
Serial Number:	78232376	DEMIZE
Serial Number:	78141957	DIACON
Serial Number:	73361859	DIANEX
Serial Number:	77881069	EDEN
Serial Number:	76404313	EGGBUSTERS
Serial Number:	73064962	ENSTAR
Serial Number:	75477663	EXTINGUISH
Serial Number:	73306423	FLEA STOP
Serial Number:	78491021	FOGASECT
Serial Number:	73462293	GENCOR
Serial Number:	76338964	GENTROL
Serial Number:	74680719	GENTROL POINT SOURCE
Serial Number:	72368142	GOLDEN MALRIN
Serial Number:	73399383	GRANNYS
Serial Number:	73404767	HEARTLAND
Serial Number:	78743967	HIVASTAN
Serial Number:	77038659	HIVASTAN
Serial Number:	76558869	
Serial Number:	73108845	KABAT
Serial Number:	73241455	MAVRIK
Serial Number:	73430633	MAVRIK AQUAFLOW
Serial Number:	76112904	MORETHANAPET
Serial Number:	78285830	MOSQUITO TORPEDO
Serial Number:	75316337	MOSQUITO TORPEDO
Serial Number:	72439531	MUSCAMONE
Serial Number:	78336565	OVITROL
Serial Number:	73819131	OVITROL PLUS
Serial Number:	73171913	PARAMITE
Serial Number:	78641333	PET SPECIFIX
Serial Number:	74067643	PETCOR
Serial Number:	86017594	PHOR-EX
Serial Number:	73306642	PRECOR
Serial Number:	74196152	PRECOR 2000

	76398091	PRE-STRIKE
Serial Number:	76187112	PROBAIT
Serial Number:	78524565	PROLINK
Serial Number:	74687598	QUIKSTRIKE
Serial Number:	73323075	SIPHOTROL
Serial Number:	75364304	SPOT ON
Serial Number:	78263059	STARBAR
Serial Number:	76529788	STARBAR
Serial Number:	73066404	STRIKE
Serial Number:	72145501	STRIKE
Serial Number:	78955593	TANGO
Serial Number:	73097497	VET-KEM
Serial Number:	73224669	VET-KEM
Serial Number:	71691650	VET-KEM
Serial Number:	73224668	V
Serial Number:	72368947	V
Serial Number:	74207555	VIGREN
Serial Number:	74196320	VIKOR
Serial Number:	73465765	VIP
Serial Number:	85612966	WASP-X
Serial Number:	75246268	WELLMARK
Serial Number:	78166848	WIPE AWAY
Serial Number:	77519858	ZENIVEX
Serial Number:	85220894	ZENPROX
Serial Number:	74207558	ZIGRON
Serial Number:	72387197	ZODIAC
Serial Number:	72397306	ZOECON
Serial Number:	77299156	ZOECON

CORRESPONDENCE DATA

Fax Number: 4045818330

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

Phone: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2:	Suite 800
Address Line 4:	Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640047
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	12/24/2013

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2013 (this "Agreement"), is made by WELLMARK INTERNATIONAL, a California corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor and certain of its affiliates, the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its affiliates have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. 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.

SECTION 6. 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 law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WELLMARK INTERNATIONAL

By: _____
Name: Lori A. Varlas
Title: Assistant Secretary

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: W. [signature]
Name: William Sykstus
Title:

SCHEDULE I

Trademarks and Trademark Licenses

REGISTERED TRADEMARKS, APPLICATIONS, AND LICENSES

Registered Trademark	Registration No	Serial No	Registration Date	Country
ALTOSAND	1053504	73/076172	11/30/1976	USA
ALTOSID	968446	72/424683	9/18/1973	USA
ALTOSID CP-10	2989749	78/449126	8/30/2005	USA
ALTOSID SBG	3,882,971	85/014,710	11/30/2010	USA
ALTOSID XR-G	3,718,141	77/723752	12/1/2009	USA
APEX	1257349	73/354297	11/15/1983	USA
APISTAN	1514288	73/705536	11/29/1988	USA
APISTAN & DESIGN	3,359,623	78/800480	12/25/2007	USA
BREAKAWAY	1426211	73/568572	1/27/1987	USA
CATALYST	2041129	74/625141	2/25/1997	USA
CENTYNAL	N/A	85893759	N/A	USA
CLARIFLY	3325479	77038354	10/30/2007	USA
CLARIFLY LARVICIDE & design	3488234	77/375082	8/19/2008	USA
COW HEAD DESIGN (design only)	2579417	75/797112	6/11/2002	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
DEEP 6	2108022	75/154778	10/21/1997	USA
DEMIZE	2815142	78/232376	2/17/2004	USA
DIACON	2877009	78/141957	8/24/2004	USA
DIANEX	1279560	73/361859	5/29/1984	USA
EDEN	3982232	77/881069	6/21/2011	USA
EGGBUSTERS	3313001	76/404313	10/16/2007	USA
ENSTAR	1038394	73/064962	4/27/1976	USA
EXTINGUISH	2366893	75/477663	7/11/2000	USA
FLEA STOP	1280427	73/306423	6/5/1984	USA
FOGASECT	3086595	78/491021	4/25/2006	USA
GENCOR	1325395	73/462293	3/19/1985	USA
GENTROL	2604774	76/338964	8/6/2002	USA
GENTROL POINT SOURCE	2041281	74/680719	2/25/1997	USA
GOLDEN MALRIN	936384	72/368142	6/27/1972	USA
GRANNY'S & design	1316352	73/399383	1/29/1985	USA
HEARTLAND	1266121	73/404767	2/7/1984	USA
HIVASTAN	3545187	78/743967	12/9/2008	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
HIVASTAN & design	3550666	77/038659	12/23/2008	USA
INGOT TRADE DRESS	2943173	76/558869	4/19/2005	USA
KABAT	1075360	73/108845	10/18/1977	USA
MAVRIK	1162420	73/241455	7/28/1981	USA
MAVRIK AQUAFLOW	1284939	73/430633	7/10/1984	USA
MORETHANAPET	2611632	76/112904	8/27/2002	USA
MOSQUITO TORPEDO	3059437	78/285830	2/14/2006	USA
MOSQUITO TORPEDO & design	2180473	75/316337	8/11/1998	USA
MUSCAMONE	990622	72/439531	8/13/1974	USA
OVITROL	2982973	78/336565	8/9/2005	USA
OVITROL PLUS	1619378	73/819131	10/30/1990	USA
PARAMITE	1109110	73/171913	12/19/1978	USA
PET SPECIFIX	3245462	78/641333	5/22/2007	USA
PETCOR	1641877	74/067643	4/23/1991	USA
PHOR-EX	N/A	86017594	N/A	USA
PRECOR	1207810	73/306642	9/14/1982	USA
PRECOR 2000	1700160	74/196152	7/14/1992	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
PRE-STRIKE	2832706	76/398091	4/13/2004	USA
PROBAIT & design	2576739	76/187112	6/4/2002	USA
PROLINK	3116187	78/524565	7/18/2006	USA
QUIKSTRIKE	2034468	74/687598	1/28/1997	USA
SIPHOTROL	1240818	73/323075	6/7/1983	USA
SPOT ON	2300516	75/364304	12/14/1999	USA
STARBAR	2899659	78/263059	11/2/2004	USA
STARBAR & design	2853248	76/529788	6/15/2004	USA
STRIKE	1044616	73/066404	7/27/1976	USA
STRIKE	753566	72/145501	7/30/1963	USA
TANGO	N/A	78/955593	N/A	USA
VET-KEM	1063115	73/097497	4/12/1977	USA
VET-KEM	1150756	73/224669	4/14/1981	USA
VET-KEM	635742	71/691650	10/16/1956	USA
VET-KEM & design	1150755	73/224668	4/14/1981	USA
VET-KEM & design	948774	72/368947	12/19/1972	USA
VIGREN	1773373	74/207555	5/25/1993	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
VIKOR	1728845	74/196320	11/3/1992	USA
VIP & design	1350259	73/465765	7/23/1985	USA
WASP-X	4261242	85/612966	12/18/2012	USA
WELLMARK	2194265	75/246268	10/6/1998	USA
WIPE AWAY	2828604	78/166848	3/30/2004	USA
ZENIVEX	3636616	77/519858	6/9/2009	USA
ZENPROX	4085069	85/220894	1/10/2012	USA
ZIGRON	1868812	74/207558	12/20/1994	USA
ZODIAC	933064	72/387197	5/2/1972	USA
ZOECON	947075	72/397306	11/14/1972	USA
ZOECON & design	3444758	77/299156	6/10/2008	USA