

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PHIBRO ANIMAL HEALTH CORPORATION		04/16/2014	CORPORATION: NEW YORK
PRINCE AGRI PRODUCTS, INC.		04/16/2014	CORPORATION: DELAWARE
OmniGen Research, LLC		04/16/2014	LIMITED LIABILITY COMPANY: OREGON

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as collateral agent
Street Address:	135 South LaSalle Street, Suite 954
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	3578393	PHIBRO
Registration Number:	3580977	PHIBRO
Registration Number:	3580978	PHIBRO
Registration Number:	1889122	AVIAX
Registration Number:	0817294	BANMINTH
Registration Number:	3580496	BLOAT GUARD
Registration Number:	0947825	CLTC
Registration Number:	3484839	HEALTHY ANIMALS.HEALTHY FOOD
Registration Number:	3861736	HEALTHY ANIMALS. HEALTHY FOOD. HEALTHY W
Registration Number:	3779435	HEALTHY ANIMALS.HEALTHY FOOD.HEALTHY WOR
Registration Number:	0891494	MECADOX
Registration Number:	1064797	MECADOX
Registration Number:	1160202	MECADOX
Registration Number:	0631627	NICARB
Registration Number:	4232750	PHIBRO PRO
Registration Number:	3318167	RUMATEL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1179784	STAFAC
Registration Number:	1032755	TM-50
Registration Number:	1991547	V-MAX
Registration Number:	3818981	ETHANOL PERFORMANCE GROUP
Registration Number:	2915912	LACTROL
Registration Number:	3959051	NEOTROL
Registration Number:	3450786	PHIBROCARE
Registration Number:	2854567	PHIBROCHEM
Registration Number:	4447299	PHIBROPEARL
Registration Number:	4350161	PHIBROPEN
Registration Number:	3731817	PHIBRO-TECH INC. THE COPPER CHEMICAL COM
Registration Number:	3853571	AB20
Registration Number:	2183160	ADVANCING ANIMAL NUTRITION
Registration Number:	3239663	ADVANCING NUTRITION FOR HEALTHY ANIMALS
Registration Number:	2391396	ANIMATE
Registration Number:	3515050	DQA
Registration Number:	3679493	DQA
Registration Number:	3568992	DYNAMIC QUALITY ASSURANCE
Registration Number:	4117774	GEN-ACTIVE TECHNOLOGY
Registration Number:	3081686	NUTRAGEN
Registration Number:	3588572	RELEASE2
Registration Number:	3834740	SAPRO
Registration Number:	3847448	YUCCAPLUS
Registration Number:	4008782	OMNIGEN-AF
Registration Number:	4099729	OMNIGEN-WYC
Serial Number:	86091456	COXISTAC
Serial Number:	85973133	CROSSLINC

CORRESPONDENCE DATA

Fax Number: 2122919868

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

Phone: 212-558-4229

Email: demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER: 019241.10023 (RAD)

NAME OF SUBMITTER: Raffaele A. DeMarco

TRADEMARK

REEL: 005263 FRAME: 0518

SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	04/16/2014
Total Attachments: 8 source=Executed PhibroTrademark Security Agreement#page1.tif source=Executed PhibroTrademark Security Agreement#page2.tif source=Executed PhibroTrademark Security Agreement#page3.tif source=Executed PhibroTrademark Security Agreement#page4.tif source=Executed PhibroTrademark Security Agreement#page5.tif source=Executed PhibroTrademark Security Agreement#page6.tif source=Executed PhibroTrademark Security Agreement#page7.tif source=Executed PhibroTrademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2014, is made by **Phibro Animal Health Corporation**, a Delaware corporation, and the other Persons listed on the signature pages hereof (each "Grantor"), in favor of **Bank of America, N.A.**, as collateral agent, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement listed below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 16, 2014, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the Collateral Agent, Bank of America as L/C Issuer and each lender from time to time party thereto (collectively, the "Lenders" and, together with the Collateral Agent, the "Secured Parties"), the Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Collateral Agent (the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor, hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those listed on Schedule 1 hereto;

(b) all renewals of the foregoing;

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

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 or other violation thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate with respect to all Obligations upon the termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations not yet accrued and payable), the expiration or termination of all Letters of Credit and any other obligation (including a guarantee that is contingent in nature). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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.

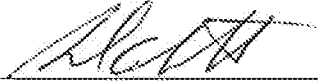
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

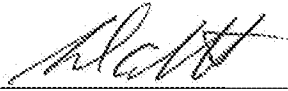
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


PHIBRO ANIMAL HEALTH CORPORATION
as Grantor

By: 
Name: David C. Storbeck
Title: Vice President Finance and Treasurer

PRINCE AGRI PRODUCTS, INC.
as Grantor

By: 
Name: David C. Storbeck
Title: Vice President

OMNIGEN RESEARCH, LLC
as Grantor

By: 
Name: David C. Storbeck
Title: Vice President, Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005263 FRAME: 0522

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Collateral Agent

By: 

Name: Stacey Hamilton Sandler
Title: SVP & Senior Credit Products
Officer

ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005263 FRAME: 0523

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

The following is a listing of all United States patents and trademark registrations (and pending applications) in the name of one of the 3 Loan Parties (Phibro Animal Health Corporation, Prince Agri Products Inc. and OmniGen Research LLC) excluding patent applications that are not yet public.

U.S. TRADEMARKS

PHIBRO ANIMAL HEALTH CORPORATION

Trademark	Serial No./Registration No.	Status
PHIBRO	3578393	Registered 2/24/09
PHIBRO	3580977	Registered 2/24/09
PHIBRO (& Design)	3580978	Registered 2/24/09
AVIAX	1889122	Renewed 9/1/05
BANMINTH	817294	Renewed 3/7/07
BLOAT GUARD	3580496	Registered 2/24/09
CLTC	0947825	Renewed
COXISTAC	86/091456	Pending (filed 10/15/13)
CROSSLINC	85/973133	Pending
HEALTHY ANIMALS. HEALTHY FOOD.	3484839	Registered 8/12/08

HEALTHY ANIMALS. HEALTHY FOOD. HEALTHY WORLD.	3861736	Registered 10/12/10
HEALTHY ANIMALS. HEALTHY FOOD. HEALTHY WORLD.	3779435	Registered 4/20/10
MECADOX	891494	Renewed 11/12/10
MECADOX	1064797	Renewed 5/52/07
MECADOX	1160202	Renewed 11/12/10
NICARB	631627	Renewed 2/15/07
PHIBRO PRO	4232750	Registered 10/30/12
RUMATEL	3318167	Registered 10/23/07
STAFAC	1179784	Renewed 12/01/11
TM-50	1032755	Renewed 2/21/07
V-MAX	1991547	Renewed 5/29/07
ETHANOL PERFORMANCE GROUP	3818981	Registered 7/13/10
LACTROL	2915912	Registered 1/4/05
NEOTROL	3959051	Registered

		5/10/11
PHIBROCARE	3450786	Registered 6/17/08
PHIBROCHEM	2854567	Registered 6/15/04
PHIBROPEARL	4447299	Registered 12/10/13
PHIBROPEN	4350161	Registered 06/11/13
PHIBRO TECH INC. THE COPPER CHEMICAL COMPANY	3731817	Registered 12/29/09

PRINCE AGRI PRODUCTS INC.

Trademark	Serial No./Registration No.	Status
AB20	3853571	Registered 9/28/10
ADVANCING ANIMAL NUTRITION	2183160	Renewed 9/26/08
ADVANCING NUTRITION FOR HEALTHY ANIMALS	3239663	Registered 5/7/07
ANIMATE	2391396	Renewed 10/3/10
DQA	3515050	Registered 10/14/08
DQA with checkmark design	3679493	Registered 9/8/09
DYNAMIC QUALITY ASSURANCE	3568992	Registered 2/3/09

Trademark	Serial No./Registration No.	Status
GEN-ACTIVE TECHNOLOGY	4117774	Registered 3/27/12
NutraGen	3081686	Registered 4/18/06
ReleasE2 (words and design)	3588572	Registered 3/10/09
SAPRO	3834740	Registered 8/17/10
YUCCAPLUS	3847448	Registered 9/14/10

OMNIGEN RESEARCH LLC

Trademark	Serial No./Registration No.	Status
OmniGen-AF	4008782	Registered 8/9/11
OmniGen-WYC	4099729	Registered 2/14/12