

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313161

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heska Corporation		08/13/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1740 Broadway		
<b>Internal Address:</b>	MAC C7300-210		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80274		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85841261	TOUCHPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4352143811		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	435-214-3807		
<b>Email:</b>	mjones@markuswilliams.com		
<b>Correspondent Name:</b>	Melinda Jones		
<b>Address Line 1:</b>	2750 Rasmussen Road, Suite H-104		
<b>Address Line 4:</b>	Park City, UTAH 84098		
<b>ATTORNEY DOCKET NUMBER:</b>	10918.556		
<b>NAME OF SUBMITTER:</b>	Melinda Jones		
<b>SIGNATURE:</b>	/mej/		
<b>DATE SIGNED:</b>	08/06/2014		
<b>Total Attachments: 3</b>			
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## SECOND AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment, dated as of August 13, 2013, 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. Trademarks. Exhibit B to the PTSA is hereby amended by adding the trademark identified on Schedule I hereto.

3. 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.

4. 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

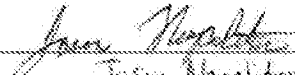
presently in effect, having applicability to the Borrower, or the articles of incorporation or by-laws of the Borrower, or (iii) result in a breach of or constitute a default under any indenture or loan or credit agreement or any other agreement, lease or instrument to which the Borrower is a party or by which it or its properties may be bound or affected.

5. 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.

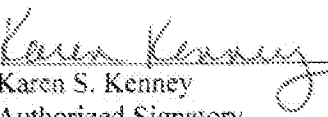
6. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

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

HESKA CORPORATION

By:   
Name: Jason Napolitano  
Its: Chief Financial Officer

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:   
Name: Karen S. Kenney  
Its: Authorized Signatory

Schedule 1 to Second Amendment to Patent and Trademark Security Agreement

Trademark Added to Exhibit B to Patent and Trademark Security Agreement

TRADEMARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	FILING DATE	CLASS(ES)	STATUS
TOUCHPOINT	United States			85/841,261	2/5/2013	10	Pending

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