

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/17/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Phibro Animal Health Corporation		
Street Address:	300 Frank W. Burr Blvd., Suite 21		
Internal Address:	Glenpointe Centre East, 3rd Fl.		
City:	Teaneck		
State/Country:	NEW JERSEY		
Postal Code:	07666-6712		
Entity Type:	CORPORATION: DELAWARE		
Name:	Prince Agri Products, Inc.		
Street Address:	229 Radio Road		
City:	Quincy		
State/Country:	ILLINOIS		
Postal Code:	62305		
Entity Type:	CORPORATION: DELAWARE		
Name:	Omnigen Research, LLC		
Street Address:	1767 NW Kings Blvd.		
City:	Corvallis		
State/Country:	OREGON		
Postal Code:	97330		
Entity Type:	LIMITED LIABILITY COMPANY: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3588572	RELEASE2	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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>			

OP \$40.00 3588572

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:	PHIBRO (RAD)
NAME OF SUBMITTER:	Raffaele A. DeMarco
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	06/18/2015

Total Attachments: 4

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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is made as of the 17 day of June, 2015 by Bank of America, N.A., as the collateral agent (together with its successors and permitted assigns, the "Collateral Agent") for the Lenders, in favor of Phibro Animal Health Corporation ("Phibro"), Prince Agri Products, Inc. ("Prince"), and Omnigen Research LLC ("Omnigen", collectively with Phibro and Prince, the "Grantors").

WHEREAS, on April 16, 2014 Phibro and the Collateral Agent entered into that certain Credit Agreement (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;

WHEREAS, in connection with the Credit Agreement, the Grantors and the Collateral Agent entered into that certain Security Agreement, dated as of April 16, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and the Grantors executed and delivered to the Collateral Agent that certain Trademark Security Agreement dated as of April 16, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Grantors pledged and granted to the Collateral Agent, for the benefits of the Secured Parties, a security interest in all right, title and interest in or to certain assets and properties of such Grantors, including without limitation, the U.S. trademark "RELEASE2" having U.S. registration number 3588572 (the "Trademark");

WHEREAS, notice of the grant of security interest in the Trademark was recorded with the United States Patent and Trademark Office on April 17, 2014 at Reel 5263, Frame 0517;

WHEREAS, the Grantors requested a release of the security interest granted against the Trademark in connection with the assignment thereof to a third party that is not a "Loan Party" under the Credit Agreement, and the Grantors have provided the certification to the Collateral Agent that such assignment of the Trademark is expressly permitted by the Credit Agreement;

WHEREAS, pursuant to Section 7.05 of the Credit Agreement and Section 6.13(b) of Security Agreement, the security interest in the Trademark would be released upon assignment thereof by the Grantors so long as such assignment is permitted under the Credit Agreement and such assignment is not made to a "Loan Party" under the Credit Agreement; and

WHEREAS, the Collateral Agent has agreed to enter into this Release to evidence the release of the security interest it and the Secured Parties may have in the Trademark pursuant to the terms of the Credit Agreement, Security Agreement and the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, hereby states as follows:

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

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and forever discharges, without recourse or warranty, all of its (in its capacity as the Collateral Agent) right, title, claim and interest in and to the Trademark, all renewals and extensions thereof, all goodwill of the business connected with the use of, and symbolized by the 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.

3. Further Assurances. The Collateral Agent hereby agrees, upon the request of the Grantors and at the expense of the Grantors, to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest in the Trademark contemplated hereby.

4. Authorization. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Release.

5. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANK OF AMERICA, N.A., as Collateral
Agent

By: 

Name: Stacey Hamilton Sandler

Title: Senior Vice President