

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heska Corporation		12/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1740 Broadway, MAC C7300-122		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80274		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4550666	ELEMENT POC	
Serial Number:	86548170	ELEMENT HT5	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	435-214-3807		
Email:	mjones@markuswilliams.com		
Correspondent Name:	Melinda Jones		
Address Line 1:	2750 Rasmussen Road, Suite H-104		
Address Line 4:	Park City, UTAH 84098		
ATTORNEY DOCKET NUMBER:	10918.556		
NAME OF SUBMITTER:	Melinda Jones		
SIGNATURE:	/mej/		
DATE SIGNED:	01/06/2016		
Total Attachments: 3			
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THIRD AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment, dated as of December 21, 2015, 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 1 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: *Juan Napelton*
Name: Juan Napelton
Its: Chief Financial Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION

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

Schedule 1 to Third 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
ELEMENT POC	USA	4,550,666	6/17/2014	86/062,771	9/12/2013	10	Registered
ELEMENT HTS	USA			86/548,170	2/27/2015	5, 10	Allowed
ALLERCEPT	Australia	1,190,788	6/10/2013	1190788	6/10/2013	05, 44	Registered
ALLERCEPT	Canada			1631209	6/14/2013	1, 2	Pending
ALLERCEPT	China	1,190,788	6/10/2013	1190788	6/10/2013	05, 44	Registered
ALLERCEPT	Japan	1,190,788	6/10/2013	1190788	6/10/2013	05, 44	Registered
ALLERCEPT	Mexico	1,546,775	6/15/2015	1190788	6/10/2013	05, 44	Registered
ALLERCEPT	New Zealand	1,190,788	6/10/2013	1190788	6/10/2013	05, 44	Registered
ALLERCEPT	Poland	1,190,788	6/10/2013	1190788	6/10/2013	05, 44	Registered
ALLERCEPT	Russia			1190788	6/10/2013	44	Registered
ALLERCEPT	Singapore			1190788	6/10/2013	05, 44	Pending
ALLERCEPT	South Korea	1,190,788	6/10/2013	1190788	6/10/2013	05, 44	Registered

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