

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369276

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Phibro Animal Health Corporation		01/12/2016	CORPORATION: DELAWARE
Prince Agri Products, Inc.		01/12/2016	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4744422	
Registration Number:	4717783	MAGNI-PHI
Registration Number:	4650221	PROVEN EXPERTISE. PROVEN RESULTS.
Registration Number:	4748748	PHIBRO VACCINES POULTRY VACCINATION EXPE
Registration Number:	3839730	SUSTAINWOOD
Registration Number:	4818164	GEMSTONE
Serial Number:	86650538	AVIAX
Serial Number:	86041213	BENEOSOL
Serial Number:	85691566	BOVIPROL
Serial Number:	85626872	COCCIPROL
Serial Number:	86702729	
Serial Number:	86628060	FERMYCIN
Serial Number:	86628072	MEDAMYCIN
Serial Number:	86318295	NEOCONSANO
Serial Number:	86389123	PHI-QUEST
Serial Number:	86284953	SMART CHOICES FOR ENTERIC DISEASE CONTRO
Serial Number:	85698075	SOLUGARD

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86041206	SOLUMED
Serial Number:	86043807	SULFASALUS
Serial Number:	86041347	TETRASALUS
Serial Number:	86360080	GEM STONE
Serial Number:	85931225	OMNIMATE
Serial Number:	86407422	PROVIA 6086
Serial Number:	86407552	P PROVIA 6086

CORRESPONDENCE DATA

Fax Number: 2122919868

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.

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
NAME OF SUBMITTER:	Raffaele A. DeMarco
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	01/14/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT (the "Trademark Supplement"), dated as of January 12, 2016, 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 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 agreed, pursuant to a Security Agreement, dated as of April 16, 2014, in favor of the Collateral Agent (the "2014 Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, pursuant to the 2014 Security Agreement, Grantor executed and delivered a Trademark Security Agreement (the "2014 Trademark Security Agreement") that was recorded with the United States Patent and Trademark Office at Reel No. 5263 and Frame No. 0517; and

WHEREAS, pursuant to the 2014 Security Agreement, Grantor is required to execute and deliver this Trademark Supplement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, 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 the 2014 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 Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the 2014 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 Supplement and the 2014 Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Supplement, 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 Supplement, 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 Supplement 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.

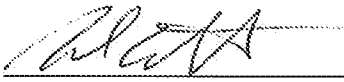
Section 6. Governing Law. This Trademark Supplement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

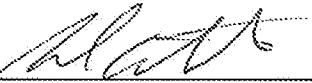
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK
REEL: 005709 FRAME: 0992

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Collateral Agent

By: 

Name: Don B. Pinzon

Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK
REEL: 005709 FRAME: 0993

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

U.S. TRADEMARKS

Trademark	App. No. / Reg. No.	Status	Owner
AVIAX	86/650538	Pending ITU	Phibro Animal Health Corporation
BENEOSOL	86/041213	Pending ITU	Phibro Animal Health Corporation
BOVIPROL	85/691566	Pending ITU	Phibro Animal Health Corporation
CHICKEN DESIGN LOGO (DESIGN ONLY)	4744422	Registered 5/26/15	Phibro Animal Health Corporation
COCCIPROL	85/626872	Pending ITU	Phibro Animal Health Corporation
DESIGN ONLY	86/702729	Pending	Phibro Animal Health Corporation
FERMYCIN	86/628060	Pending ITU	Phibro Animal Health Corporation
MAGNI-PHI	4717783	Registered 4/7/15	Phibro Animal Health Corporation
MEDAMYCIN	86/628072	Pending ITU	Phibro Animal Health Corporation
NEOCONSANO	86/318295	Pending ITU	Phibro Animal Health Corporation
PHIBRO VACCINES POULTY VACCINATION EXPERTS & DESIGN	4748748	Registered 6/2/15	Phibro Animal Health Corporation
PHI-QUEST	86/389123	Pending ITU	Phibro Animal Health Corporation
PROVEN EXTERISE. PROVEN RESULTS.	4650221	Registered 12/2/14	Phibro Animal Health Corporation
SMART CHOICES FOR ENTERIC DISEASE CONTROL	86/284953	Pending ITU	Phibro Animal Health Corporation
SOLUGUARD	85/698075	Pending ITU	Phibro Animal Health Corporation
SOLUMED	86/041206	Pending ITU	Phibro Animal Health Corporation
SULFASALUS	86/043807	Pending ITU	Phibro Animal Health Corporation
SUSTAIN WOOD	3839730	Registered 8/31/10	Phibro Animal Health Corporation
TETRASALUS	86/041347	Pending ITU	Phibro Animal Health Corporation
GEMSTONE	4818164	Registered 8/22/2015	Prince Agri Products Inc.
GEMSTONE AND DESIGN	86/360080	Pending ITU	Prince Agri Products Inc.
OMNIMATE	85/931225	Pending ITU	Prince Agri Products Inc.
PROVIA 6068	86/407422	Pending	Prince Agri Products Inc.
PROVIA 6068 AND DESIGN	86/407552	Pending	Prince Agri Products Inc.
BALTZELL AGRI PRODUCTS	10120748 (Nebraska State Reg.)	Registered 3/5/09	Prince Agri Products Inc.