

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433452

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PHIBRO ANIMAL HEALTH CORPORATION		06/29/2017	Corporation: DELAWARE
OMNIGEN RESEARCH, LLC		06/29/2017	Limited Liability Company: OREGON
PRINCE AGRI PRODUCTS, INC.		06/29/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	901 Main Street, Mail Code: TX-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 83

Property Type	Number	Word Mark
Registration Number:	1889122	AVIAX
Registration Number:	817294	BANMINTH
Registration Number:	3580496	BLOAT GUARD
Registration Number:	807469	BLOAT GUARD
Registration Number:	4744422	
Registration Number:	1295561	CHOLODIN
Registration Number:	947825	CLTC
Registration Number:	1364116	EMULSIBAC
Registration Number:	1278610	EMULSIGEN
Registration Number:	3818981	ETHANOL PERFORMANCE GROUP
Registration Number:	3861736	HEALTHY ANIMALS. HEALTHY FOOD. HEALTHY W
Registration Number:	3779435	HEALTHY ANIMALS.HEALTHY FOOD.HEALTHY WOR
Registration Number:	2915912	LACTROL
Registration Number:	4717783	MAGNI-PHI
Registration Number:	891494	MECADOX

OP \$2090.00 1889122

Property Type	Number	Word Mark
Registration Number:	1064797	MECADOX
Registration Number:	1160202	MECADOX
Registration Number:	3959051	NEOTROL
Registration Number:	631627	NICARB
Registration Number:	3578393	PHIBRO
Registration Number:	3580977	PHIBRO
Registration Number:	3580978	PHIBRO
Registration Number:	4232750	PHIBRO PRO
Registration Number:	3731817	PHIBRO-TECH INC. THE COPPER CHEMICAL COM
Registration Number:	4748748	PHIBRO VACCINES POULTRY VACCINATION EXPE
Registration Number:	2854567	PHIBROCHEM
Registration Number:	4447299	PHIBROPEARL
Registration Number:	4350161	PHIBROPEN
Registration Number:	4993587	PHI-QUEST
Registration Number:	4650221	PROVEN EXPERTISE. PROVEN RESULTS.
Registration Number:	3318167	RUMATEL
Registration Number:	5140766	STAFAC
Registration Number:	3471916	TAILOR-MADE
Registration Number:	1032755	TM-50
Registration Number:	1991547	V-MAX
Registration Number:	3853571	AB20
Registration Number:	3239663	ADVANCING NUTRITION FOR HEALTHY ANIMALS
Registration Number:	2183160	ADVANCING ANIMAL NUTRITION
Registration Number:	2391396	ANIMATE
Registration Number:	4031873	CAD-MATE
Registration Number:	3515050	DQA
Registration Number:	3679493	DQA
Registration Number:	3568992	DYNAMIC QUALITY ASSURANCE
Registration Number:	4818164	GEMSTONE
Registration Number:	4828432	GEM STONE
Registration Number:	4117774	GEN-ACTIVE TECHNOLOGY
Registration Number:	3081686	NUTRAGEN
Registration Number:	4903677	PROVIA 6086
Registration Number:	4891306	P PROVIA 6086
Registration Number:	3588572	RELEASE2
Registration Number:	3834740	SAPRO
Registration Number:	3847448	YUCCAPLUS
Registration Number:	4008782	OMNIGEN-AF

Property Type	Number	Word Mark
Registration Number:	4099729	OMNIGEN-WYC
Serial Number:	86650538	AVIAX
Serial Number:	87187259	AVI-CARB
Serial Number:	86041213	BENEOSOL
Serial Number:	87054994	BOVIPROL
Serial Number:	86929480	CELLERATE YEAST SOLUTIONS
Serial Number:	86945349	CLEANER PROCESS. CLEANER FUEL. CLEANER A
Serial Number:	86847871	COCCIPROL
Serial Number:	86091456	COXISTAC
Serial Number:	87239939	CROSSLINC
Serial Number:	86702729	
Serial Number:	86937567	C
Serial Number:	86628060	FERMYCIN
Serial Number:	87061146	KINETX
Serial Number:	86628072	MEDAMYCIN
Serial Number:	87090892	MVP ADJUVANTS
Serial Number:	86318295	NEOCONSANO
Serial Number:	87279740	PAQ-TET
Serial Number:	87336697	PAQ-TIVATE
Serial Number:	86926137	PAQ-GRO
Serial Number:	87187270	PHICARB
Serial Number:	87240457	PHIBROCHLOR
Serial Number:	87223676	PHIVAX
Serial Number:	87283877	SMART CHOICES FOR ENTERIC DISEASE CONTRO
Serial Number:	86880384	SOLUGARD
Serial Number:	86041206	SOLUMED
Serial Number:	87298742	STACIDEM
Serial Number:	86043807	SULFASALUS
Serial Number:	86041347	TETRASALUS
Serial Number:	87442112	TETRASALUS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

TRADEMARK

REEL: 006096 FRAME: 0582

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	F171111 TM IPSA
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	06/30/2017

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2017, is made by PHIBRO ANIMAL HEALTH CORPORATION, a Delaware corporation (the “**Borrower**”), and the other Persons listed on the signature pages hereof (together with the Borrower, each a “**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 described below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 29, 2017, (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, each 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, each 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, including under the Guaranty, hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following Collateral (whether now owned or hereafter acquired) 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 (“USPTO”).

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. Recordation. Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

Section 5. 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 6. 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.

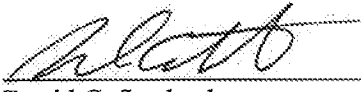
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

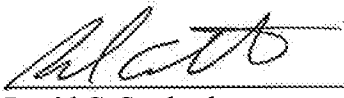
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PHIBRO ANIMAL HEALTH CORPORATION,
as Grantor

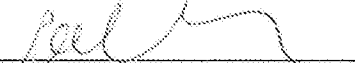
By: 
Name: David C. Storbeck
Title: Vice President Finance and Treasurer

OMNIGEN RESEARCH, LLC
PRINCE AGRI PRODUCTS, INC.,
each as a Grantor

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

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Collateral Agent

By: 

Name: Paley Chen
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006096 FRAME: 0587

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations

PHIBRO ANIMAL HEALTH CORPORATION

Trademark	Serial No./Registration No.	Status
AVIAX	1889122	Renewed 9/1/05
AVIAX	86/650538	Pending ITU
AVI-CARB	87/187259	Pending ITU
BANMINTH	817294	Renewed 3/7/07
BENEOSOL	86/041213	Pending ITU
BLOAT GUARD	3580496	Registered 2/24/09
BLOAT GUARD	0807469	Renewed 4/26/16
BOVIPROL	87/054994	Pending ITU
CELLERATE YEAST SOLUTIONS	86/929480	Pending
CHICKEN DESIGN LOGO (DESIGN ONLY)	4744422	Registered 5/28/15
CHOLIDIN	1295561	Renewed 9/18/14
CLEANER PROCESS. CLEANER FUEL. CLEANER AIR	86/945349	Pending ITU
CLTC	0947825	Renewed 11/28/12
COCCIPROL	86/847871	Pending ITU

Trademark	Serial No./Registration No.	Status
COXISTAC	86/091456	Pending ITU
CROSSLINC	87/239939	Pending ITU
DESIGN ONLY	86/702729	Pending ITU
DESIGN ONLY	86/937567	Pending ITU
EMULSIBAC	1364116	Renewed 10/8/16
EMULSIGEN	1278610	Renewed 5/22/14
ETHANOL PERFORMANCE GROUP	3818981	Registered 7/13/10
FERMYCIN	86/628060	Pending ITU
HEALTHY ANIMALS. HEALTHY FOOD. HEALTHY WORLD.	3861736	Registered 10/12/10
HEALTHY ANIMALS. HEALTHY FOOD. HEALTHY WORLD.	3779435	Registered 4/20/10
KINETX	87/061146	Pending ITU
LACTROL	2915912	Registered 1/4/05
MAGNI-PHI	4717783	Registered 4/7/15
MECADOX	891494	Renewed 11/12/10
MECADOX	1064797	Renewed 5/52/07

Trademark	Serial No./Registration No.	Status
MECADOX	1160202	Renewed 11/12/10
MEDAMYCIN	86/628072	Pending ITU
MVP ADJUVANTS	87090892	Pending ITU
NEOCONSANO	86/318295	Pending ITU
NEOTROL	3959051	Registered 5/10/11
NICARB	631627	Renewed 2/15/07
PAQ-TET	87/279740	Pending ITU
PAQ-TIVATE	87/336697	Pending ITU
PAQ-GRO	86/926137	Pending ITU
PHIBRO	3578393	Registered 2/24/09
PHIBRO	3580977	Registered 2/24/09
PHIBRO (& Design)	3580978	Registered 2/24/09
PHIBRO PRO	4232750	Registered 10/30/12
PHIBRO TECH INC. THE COPPER CHEMICAL COMPANY	3731817	Registered 12/29/09
PHIBRO VACCINES POULTRY VACCINATION EXPERTS & Design	4748748	Registered 6/2/15
PHICARB	87/187270	Pending ITU
PHIBROCHLOR	87/240457	Pending ITU

Trademark	Serial No./Registration No.	Status
PHIBROCHEM	2854567	Registered 6/15/04
PHIBROPEARL	4447299	Registered 12/10/13
PHIBROPEN	4350161	Registered 06/11/13
PHIVAX	87/223676	Pending ITU
PHI-QUEST	4993587	Registered 7/5/16
PROVEN EXTERISE. PROVEN RESULTS.	4650221	Registered 12/2/14
RUMATEL	3318167	Registered 10/23/07
SMART CHOICES FOR ENTERIC DISEASE CONTROL	87/283877	Pending ITU
SOLUGARD	86/880384	Pending ITU
SOLUMED	86/041206	Pending ITU
STACIDEM	87/298742	Pending ITU
STAFAC	5140766	Registered 2/14/2017
SULFASALUS	86/043807	Pending ITU
TAILOR-MADE	3471916	Registered 7/22/2008
TETRASALUS	86/041347	Pending ITU
TETRASALUS	87/442112	Pending ITU
TM-50	1032755	Renewed

Trademark	Serial No./Registration No.	Status
		2/21/07
V-MAX	1991547	Renewed 5/29/07

PRINCE AGRI PRODUCTS, INC.

Trademark	Serial No./Registration No.	Status
AB20	3853571	Registered 9/28/10
ADVANCING NUTRITION FOR HEALTHY ANIMALS	3239663	Registered 5/7/07
ADVANCING ANIMAL NUTRITION	2183160	Renewed 9/26/08
ANIMATE	2391396	Renewed 10/3/10
CAD-MATE	4031873	Registered 9/27/11
DQA	3515050	Registered 10/14/08
DQA WITH CHECKMARK DESIGN	3679493	Registered 9/8/09
DYNAMIC QUALITY ASSURANCE	3568992	Registered 2/3/09
GEMSTONE	4818164	Registered 9/22/15
GEMSTONE AND DESIGN	4828432	Registered 10/6/15
GEN-ACTIVE TECHNOLOGY	4117774	Registered 3/27/12
NUTRAGEN	3081686	Registered 4/18/06
PROVIA 6068	4903677	Registered 2/23/16

Trademark	Serial No./Registration No.	Status
PROVIA 6068 AND DESIGN	4891306	Registered 1/26/16
RELEASE2 (WORDS AND DESIGN)	3588572	Registered 3/10/09
SAPRO	3834740	Registered 8/17/10
YUCCAPLUS	3847448	Registered 9/14/10
BALTZELL AGRI PRODUCTS	10120748 (Nebraska State Reg)	Registered 3/5/09
BAP	10120745 (Nebraska State Reg)	Registered 3/5/09

OMNIGEN RESEARCH, LLC

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