

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HESKA CORPORATION		06/01/2018	Corporation: DELAWARE
DIAMOND ANIMAL HEALTH, INC.		06/01/2018	Corporation: IOWA
HESKA IMAGING, LLC		06/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	Commercial Banking, 1125 17th Street		
Internal Address:	3rd Floor		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87585183	ELEMENT COAG	
Serial Number:	87703469	SONOSLATE	
Serial Number:	87804718	ELEMENT DC5X	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	313-223-3098		
Email:	nzemgulis@dickinsonwright.com		
Correspondent Name:	M. KATHERINE VANDERVEEN		
Address Line 1:	500 WOODWARD AVENUE		
Address Line 2:	SUITE 4000		
Address Line 4:	DETROIT, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	7-7705		
NAME OF SUBMITTER:	M. Katherine VanderVeen		

OP \$90.00 87585183

SIGNATURE:	/M. Katherine VanderVeen/
DATE SIGNED:	06/13/2018
Total Attachments: 5 source=DETROIT-#1463121-1-Heska First Amendment to PTSA executed#page1.tif source=DETROIT-#1463121-1-Heska First Amendment to PTSA executed#page2.tif source=DETROIT-#1463121-1-Heska First Amendment to PTSA executed#page3.tif source=DETROIT-#1463121-1-Heska First Amendment to PTSA executed#page4.tif source=DETROIT-#1463121-1-Heska First Amendment to PTSA executed#page5.tif	

FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This First Amendment to Patent and Trademark Security Agreement, dated as of June 1, 2018 (this "Amendment"), is among Heska Corporation, a Delaware corporation, Diamond Animal Health, Inc., an Iowa corporation, and Heska Imaging, LLC, a Delaware limited liability company (each a "Grantor", and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent").

RECITAL

The Grantors and the Administrative Agent are parties to a Patent and Trademark Security Agreement dated as of July 27, 2017 (as it may be amended or modified from time to time, the "Agreement"). The Grantors desire to amend the Agreement as set forth herein, and the Administrative Agent is willing to do so in accordance with the terms hereof. Terms used but not defined herein shall have the respective meanings ascribed thereto in the Agreement.

AGREEMENT

In consideration of the premises and of the mutual agreements herein contained, the parties agree as follows:

ARTICLE 1. AMENDMENTS TO AGREEMENT

Upon the satisfaction of the condition specified in Article 3 hereof, the Agreement is amended as of the date hereof as follows:

1.1 The trademark applications listed on Schedule 1 hereto are added to the "Trademark Applications" section on Schedule 1 attached to the Agreement.

ARTICLE 2. REPRESENTATIONS

In order to induce the Administrative Agent to enter into this Amendment, the Grantors represent and warrant to the Administrative Agent that the following statements are true, correct and complete:

2.1 The execution, delivery and performance of this Amendment are within each Grantor's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders.

2.2 This Amendment has been duly executed and delivered by each Grantor and constitutes a legal, valid and binding obligation of each Grantor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

2.3 After giving effect to the amendments herein contained and the satisfaction of the condition described in Article 3 below, the representations and warranties contained in the Agreement and the other Loan Documents are true on and as of the date hereof with the same force and effect as if made on and as of the date hereof and no Default has occurred and is continuing.

ARTICLE 3. CONDITIONS PRECEDENT

This Amendment shall be effective as of the date hereof when each of the following is satisfied:

3.1 The Grantors and the Administrative Agent shall have executed this Amendment.

ARTICLE 4. MISCELLANEOUS

4.1 References in the Loan Documents to the Agreement shall be deemed to be references to the Agreement as amended hereby and as further amended from time to time. This Amendment is a Loan Document.

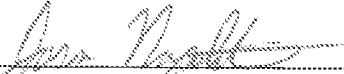
4.2 Except as expressly amended hereby, each Grantor agrees that the Loan Documents are ratified and confirmed and shall remain in full force and effect and that it has no set off, counterclaim, defense or other claim or dispute with respect to any of the foregoing.

4.3 This Amendment shall be governed by and construed in accordance with the laws of the State of New York. This Amendment shall not be deemed to have otherwise prejudiced any present or future right or rights which the Administrative Agent now has or may have under the Agreement or in any other Loan Document and, in addition, shall not entitle any Grantor to a waiver, amendment, modification or other change to, of or in respect of any provision of Agreement or in any other Loan Document in the future in similar or dissimilar circumstances. This Amendment may be signed upon any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument, and signatures sent by facsimile or other electronic imaging shall be effective as originals.


IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTORS:


HESKA CORPORATION

By: 
Name: Jason Napolitano
Title: Chief Operating Officer,
Chief Strategist and Secretary

DIAMOND ANIMAL HEALTH, INC.

By: 
Name: Jason Napolitano
Title: Vice President, Chief Strategist and Secretary

HESKA IMAGING, LLC

By: 
Name: Jason Napolitano
Title: Chief Operating Officer,
Chief Strategist and Secretary

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

GRANTORS:

HESKA CORPORATION

By: _____
Name: _____
Title: _____

DIAMOND ANIMAL HEALTH, INC.

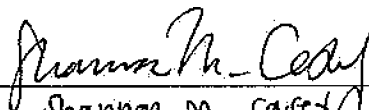
By: _____
Name: _____
Title: _____

HESKA IMAGING, LLC

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Shannon M. Casey
Title: Authorized Signer

SCHEDULE 1
to
FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Heska Corporation	ELEMENT COAG	August 27, 2017	87/585,183
Heska Corporation	SONOSLATE	November 30, 2017	87/703,469
Heska Corporation	ELEMENT DC5X	February 21, 2018	87804718

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