

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590004

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Elanco US Inc.		08/01/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent		
<b>Street Address:</b>	30 Hudson Street, 36th Floor		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	Chartered Bank: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 78</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2698248	AGSPAN	
<b>Registration Number:</b>	2217656	BENCHMARK	
<b>Registration Number:</b>	1808328	BRONCHI-SHIELD	
<b>Registration Number:</b>	3566003	CALICIVAX	
<b>Registration Number:</b>	4507812	CHERISTIN	
<b>Registration Number:</b>	4773355	CHERISTIN	
<b>Registration Number:</b>	836599	COBAN	
<b>Registration Number:</b>	3370168	COMFORTIS	
<b>Registration Number:</b>	2133283	COMPONENT	
<b>Registration Number:</b>	1096435	COMPUDOSE	
<b>Registration Number:</b>	5055971	COSABODY	
<b>Registration Number:</b>	5891494	CREDELIO	
<b>Registration Number:</b>	5176494	DEDICATED TO THE DEDICATED	
<b>Registration Number:</b>	2784302	DEFENSESEQUENCE	
<b>Registration Number:</b>	1410095	DURAMUNE	
<b>Registration Number:</b>	1230813	DURAMUNE	
<b>Registration Number:</b>	3265678	DURAMUNE ADULT	
<b>Registration Number:</b>	3868625	DURAMUNE LYME	
<b>Registration Number:</b>	2430960	ELANCO	

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Property Type	Number	Word Mark
Registration Number:	871550	ELANCO
Registration Number:	4509321	ELANCO
Registration Number:	2511583	
Registration Number:	5787995	ELANCO PULSE INSTITUTE
Registration Number:	2287955	ELANCO.COM
Registration Number:	2832519	ELECTOR
Registration Number:	2236067	ENCORE
Registration Number:	5157019	ENOUGH
Registration Number:	5095789	ESSENCIL
Registration Number:	2596273	ETOOLS
Registration Number:	2924139	FELINE ULTRANASAL
Registration Number:	2200476	FEL-O-GUARD
Registration Number:	697713	FEL-O-VAX
Registration Number:	2771785	FEL-O-VAX FIV
Registration Number:	1701360	FEL-O-VAX LV-K
Registration Number:	2972848	FEL-O-VAX LV-K FIV
Registration Number:	3633240	FIRSTTEST
Registration Number:	2298910	FROM THE SIGNATURE CELL LINE
Registration Number:	4072150	FULL VALUE PIGS
Registration Number:	5161705	HATCH
Registration Number:	5172084	
Registration Number:	5161706	HATCH
Registration Number:	3029645	HEIFERMAX
Registration Number:	1798443	HEMICELL
Registration Number:	3720337	HOG-HANDLING UPDATE
Registration Number:	4154350	HYGROMIX
Registration Number:	5176679	IMRESTOR
Registration Number:	5114787	INTEPRITY
Registration Number:	5142073	KAVALT
Registration Number:	4322408	KETO-TEST
Registration Number:	2981864	LEPTOVAX
Registration Number:	2416167	MASTER GUARD
Registration Number:	1480414	MAXIBAN
Registration Number:	1555472	MICOTIL
Registration Number:	1037230	MONTEBAN
Registration Number:	5214181	ONSIOR
Registration Number:	2791654	OPTAFLEXX
Registration Number:	2373488	PAYLEAN

Property Type	Number	Word Mark
Registration Number:	1490791	POSILAC
Registration Number:	3357918	POULTRYCAST
Registration Number:	1805069	PULMOTIL
Registration Number:	2843282	RABVAC
Registration Number:	4491657	RECUVYRA
Registration Number:	976669	RUMENSIN
Registration Number:	2358308	SIGNATURE
Registration Number:	4503251	SKYCIS
Registration Number:	1487386	THE PUPPYSHOT
Registration Number:	5141981	THE VITAL 90 DAYS
Registration Number:	4529243	THERMALAID
Registration Number:	2344469	TITANIUM
Registration Number:	3944743	TRIFEXIS
Registration Number:	725541	TYLAN
Registration Number:	722788	TYLAN
Registration Number:	968529	TYLAN
Registration Number:	4381228	ULTRA DURAMUNE
Registration Number:	5112729	ULTRA HYBRID FVRCP
Registration Number:	5151395	VITAL 90
Registration Number:	5166613	VITAL 90 DAYS
Registration Number:	4467192	VIRALIGN

**CORRESPONDENCE DATA**

Fax Number: 2028357586

*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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

**ATTORNEY DOCKET NUMBER:** 30045.00102

**NAME OF SUBMITTER:** Javier J. Ramos

**SIGNATURE:** /Javier J. Ramos/

**DATE SIGNED:** 08/03/2020

**Total Attachments: 7**

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**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 1, 2020 (this “Notice”), made by Elanco US Inc., a Delaware corporation (the “Pledgor”), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of August 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among ELANCO ANIMAL HEALTH INCORPORATED, a corporation formed under the laws of Indiana (the “Borrower”), the Pledgor, each subsidiary of the Borrower identified therein and Goldman Sachs Bank USA, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in and to all of such Pledgor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter created or acquired by such Pledgor or in which such Pledgor now has or at any time in the future may have any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America and all goodwill associated therewith or symbolized thereby, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and accepted, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

Notwithstanding anything to the contrary herein or in Schedule I, this Agreement shall not constitute a grant of a security interest in (and the Trademark Collateral shall not include) any Excluded Property.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

ELANCO US INC.

By:   
Name: David Pugh  
Title: Treasurer

[Signature Page to Notice of Grant of Security Interest in Copyrights]

**TRADEMARK**  
**REEL: 007013 FRAME: 0989**

GOLDMAN SACHS BANK USA, as Collateral  
Agent

By: 

Name: Robert Ehudin

Title: Authorized Signatory



Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Elanco US Inc.

*U.S. Trademark Registrations*

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
AGSPAN	2698248	3/18/2003
BENCHMARK	2217656	1/12/1999
BRONCHI-SHIELD	1808328	11/30/1993
CALICIVAX	3566003	1/20/2009
CHERISTIN	4507812	4/1/2014
CHERISTIN LOGO	4773355	7/14/2015
COBAN	836599	10/10/1967
COMFORTIS	3370168	1/15/2008
COMPONENT	2133283	1/27/1998
COMPUDOSE	1096435	7/18/1978
COSABODY	5055971	10/4/2016
CREDELIO AND DESIGN	5891494	10/22/2019
DEDICATED TO THE DEDICATED	5176494	4/4/2017
DEFENSESEQUENCE AND LOGO	2784302	11/18/2003
DURAMUNE	1410095	9/23/1986
DURAMUNE	1230813	3/15/1983
DURAMUNE ADULT	3265678	7/17/2007
DURAMUNELYME	3868625	10/26/2010
ELANCO	2430960	2/27/2001
ELANCO	871550	6/24/1969
ELANCO	4509321	4/8/2014
ELANCO DIAGONAL DESIGN	2511583	11/27/2001
ELANCO PULSE INSTITUTE	5787995	6/25/2019
ELANCO.COM	2287955	10/19/1999
ELECTOR	2832519	4/13/2004
ENCORE	2236067	3/30/1999
ENOUGH	5157019	3/7/2017
ESSENCIL	5095789	12/6/2016
ETOOLS	2596273	7/16/2002
FELINE ULTRANASAL	2924139	2/1/2005
FEL-O-GUARD	2200476	10/27/1998
FEL-O-VAX	697713	5/17/1960
FEL-O-VAX FIV	2771785	10/7/2003

Mark	Registration No.	Registration Date
FEL-O-VAX LV-K	1701360	7/21/1992
FEL-O-VAX LV-K FIV	2972848	7/19/2005
FIRSTTEST	3633240	6/2/2009
FROM THE SIGNATURE CELL LINE	2298910	12/7/1999
FULL VALUE PIGS	4072150	12/13/2011
HATCH	5161705	3/14/2017
HATCH AND DESIGN	5172084	3/28/2017
HATCH AND DESIGN	5161706	3/14/2017
HEIFERMAX	3029645	12/13/2005
HEMICELL	1798443	10/12/1993
HOG-HANDLING UPDATE	3720337	12/1/2009
HYGROMIX	4,154,350	6/5/2012
IMRESTOR	5176679	4/4/2017
INTEGRITY	5114787	1/3/2017
KA VAULT	5142073	2/14/2017
KETO-TEST	4322408	4/16/2013
LEPTOVAX	2981864	8/2/2005
MASTER GUARD	2416167	12/26/2000
MAXIBAN	1480414	3/15/1988
MICOTIL	1555472	9/12/1989
MONTEBAN	1037230	4/6/1976
ONSIOR	5214181	5/30/2017
OPTAFLEXX	2791654	12/9/2003
PAYLEAN	2373488	8/1/2000
POSILAC	1490791	6/7/1988
Poultry Cast	3357918	12/18/2007
PULMOTIL	1805069	11/16/1993
RABVAC	2843282	5/18/2004
RECUVYRA	4,491,657	3/4/2014
RUMENSIN	976669	1/15/1974
SIGNATURE	2358308	6/13/2000
SKYCIS	4,503,251	3/25/2014
THE PUPPYSHOT	1487386	5/10/1988
THE VITAL 90 DAYS	5141981	2/14/2017
THERMALAID	4529243	5/13/2014
TITANIUM	2344469	4/25/2000
TRIFEXIS	3944743	4/12/2011
TYLAN	725541	12/26/1961
TYLAN	722788	10/17/1961

Mark	Registration No.	Registration Date
TYLAN	968529	9/18/1973
ULTRA DURAMUNE	4381228	8/6/2013
ULTRA HYBRID FVRCP	5112729	1/3/2017
VITAL 90	5151395	2/28/2017
VITAL 90 DAYS	5166613	3/21/2017
VIRALIGN	4467192	1/14/2014

*U.S. Trademark Applications*

None.