

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WALCO INTERNATIONAL, INC.		06/10/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	209 South LaSalle Street, Suite 300
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 94

Property Type	Number	Word Mark
Registration Number:	2655779	AFTER-BIRTH
Registration Number:	3106174	AGRI BLOCK
Registration Number:	3924002	AGRI-DINE
Registration Number:	3948926	AGRI-LUBE
Registration Number:	3513596	AGRI - MAX
Registration Number:	3060223	AGRIPHARM
Registration Number:	3678104	AMERICAN LIVESTOCK AND PET SUPPLY
Registration Number:	2448175	ANEM-X
Registration Number:	3810810	ANIMALHEALTHPROS
Registration Number:	3453478	BISMUSAL
Registration Number:	3930310	BOVI CAPS
Registration Number:	3160513	BOVI FRESH
Registration Number:	2906705	BOVI-PLAZ
Registration Number:	2957103	BP-1

OP \$2365.00 2655779

Registration Number:	2980723	CANINE IMUNO-VAX
Registration Number:	3608454	CHLORADINE
Registration Number:	3471728	CLINDA-GUARD
Registration Number:	1698740	COCCICOR
Registration Number:	3353117	COCCI-CURE
Registration Number:	2255087	COMEBACK
Registration Number:	2647268	COVERT
Registration Number:	2935544	D/TOX/BESC
Registration Number:	2580432	DERMALOG
Registration Number:	2857871	DEXASONE
Registration Number:	3357579	DIA-ROBE
Registration Number:	0962500	DUO PEN
Registration Number:	3626630	EP-1
Registration Number:	3517087	EQUI-BUTE
Registration Number:	3022062	EQUI-DEX APPLE
Registration Number:	3033106	EQUI-DEX CHERRY
Registration Number:	2958000	EQUI-MINTIC SPR
Registration Number:	3471468	EQUI-SPIRIN
Registration Number:	2950022	EQUI-THRUSH
Registration Number:	2456199	EXALT
Registration Number:	3371052	EXCELLENCE IN ANIMAL HEALTH
Registration Number:	3350287	EXILE
Registration Number:	2058430	EXIT
Registration Number:	3140682	E-Z TEAR
Registration Number:	2392486	FIRSTCOMPANION
Registration Number:	3184678	FIRST IMPRESSIONS
Registration Number:	2644536	GAUGE
Registration Number:	1955002	GOOD START
Registration Number:	3645160	INTERACTIVE MANAGER
Registration Number:	3457734	INTESTI-SORB
Registration Number:	2733324	IVERMAX
Registration Number:	3146768	JUST LIKE MOM
Registration Number:	3552983	K-9 WORM B GONE
Registration Number:	1915956	KETA-STHETIC
Registration Number:	3453471	LAXADE

	1837664	LUBISEPTOL
Registration Number:	3158750	MASTI-VAX
Registration Number:	3245245	MINERAL MAX
Registration Number:	3634539	MIRACLE
Registration Number:	3033104	MIRACLE FLX PELLETS
Registration Number:	3022061	MIRACLE FLX SOLUTION
Registration Number:	3033105	MIRACLE HOOF
Registration Number:	3314318	MIRACLE SAND OUT
Registration Number:	3219922	MIRACLE SHEEN
Registration Number:	3874616	MIRACLE VITE
Registration Number:	3158755	MIRACLE WEIGHT GAIN
Registration Number:	2701501	NASAL-VAX
Registration Number:	1063116	NEOVET
Registration Number:	3877835	NITRO ZONE
Registration Number:	2978920	NUTRI-SORB
Registration Number:	3176970	
Registration Number:	2453950	ORIGIN
Registration Number:	2656711	OTO SOOTHE
Registration Number:	3363446	OUTLAST
Registration Number:	1087993	OXY-MYCIN
Registration Number:	2069515	PARAGON
Registration Number:	3457740	PEN-AQUEOUS
Registration Number:	3074544	PERFECT-COAT
Registration Number:	3461962	PRAZI-Q
Registration Number:	3391029	PRO-SHIELD
Registration Number:	3749642	PROTO-PLAN
Registration Number:	3299010	RANCH PACK
Registration Number:	3088524	RE-NU
Registration Number:	3453469	REPRESSOR-E
Registration Number:	1408163	RXV
Registration Number:	1376847	RXV PRODUCTS
Registration Number:	2716602	SCOURVAX
Registration Number:	3436780	STEP TWO
Registration Number:	3436778	STEP ONE
Registration Number:	2012726	SUPPRESSOR

	1064285	SUPRA-SULFA
Registration Number:	3453476	SURE-START
Registration Number:	2730779	TETNI-VAX
Registration Number:	2129878	TRIPLE HISTAMINE
Registration Number:	3638441	VETALYTE PLUS
Registration Number:	0969052	VITA-JEC
Registration Number:	2193857	WI WALCO
Registration Number:	3356214	WI WALCO TECHNOLOGIES EXCELLENCE IN ANIMAL MANAGEMENT
Registration Number:	3295878	WORM FREE
Registration Number:	3581442	WORM-RID

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2834.133
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/13/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of the 10th day of June, 2011 by the entities identified as "Grantors" on the signature pages hereto (collectively, the "Grantors") in favor of U.S. Bank National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Secured Parties.

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of June 10, 2011 by and among the Grantors, Administrative Agent and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, pursuant to the Credit Agreement, the Grantors entered into that certain Pledge and Security Agreement dated as of June 10, 2011 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors granted to Administrative Agent, for the benefit of the Secured Parties, among other things, a continuing security interest in certain of the Grantors' assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including without limitation those listed on Schedule A hereto, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages or payments for past or future infringements thereof; and (d) the right to sue for past, present, and future infringements of any of the foregoing.

Notwithstanding anything herein to the contrary, no Lien or security interest is hereby granted on and the Trademark Collateral shall not include any "intent to use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent and any other Secured Party under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any Requirement of Law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of each Secured Party and their successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

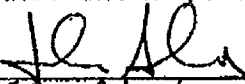
6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

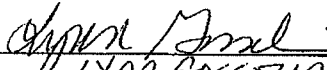
GRANTOR:

WALCO INTERNATIONAL, INC.

By: 
Name: John Adant
Title: President & CEO

AGREED AND ACCEPTED:

**U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent**

By: 
Name: LYNN GOSSSELIN
Title: VICE PRESIDENT

SCHEDULE A

Trademark/Service Mark	Registration No.	Filing Date	Registration Date
AFTER-BIRTH	2,655,779	02/28/01	12/03/02
AGRI BLOCK	3,106,174	12/14/04	06/20/06
AGRI-DINE	3,924,002	11/17/09	02/22/11
AGRI-LUBE	3,948,926	02/02/10	04/19/11
AGRI-MAX	3,513,596	12/11/07	10/07/08
AGRIPHARM (standard character)	3,060,223	02/09/05	02/21/06
AMERICAN LIVESTOCK AND PET SUPPLY	3,678,104	02/03/09	09/01/09
ANEM-X (stylized)	2,448,175	10/16/98	05/01/01
ANIMALHEALTHPROS	3,810,810	11/25/09	06/29/10
BIMUSAL	3,453,478	11/05/07	06/24/08
BOVI CAPS	3,930,310	08/30/10	03/08/11
BOVI FRESH	3,160,513	01/26/05	10/17/06
BOVI-PLAZ	2,906,705	11/18/03	11/30/04
BP-1	2,957,103	12/19/03	05/31/05
CANINE IMUNO-VAX	2,980,723	11/26/02	08/02/05
CHLORADINE	3,608,454	08/06/08	04/21/09
CLINDA-GUARD	3,471,728	12/10/07	07/22/08
COCCICOR	1,698,740	07/24/91	07/07/92
COCCI-CURE	3,353,117	12/14/06	12/11/07
COMEBACK	2,255,087	12/08/97	06/22/99
COVERT	2,647,268	12/18/00	11/05/02
D/TOX/BESC	2,935,544	03/31/03	03/22/05
DERMALOG	2,580,432	03/16/01	06/11/02
DEXASONE	2,857,871	12/20/02	06/29/04
DIA-ROBE	3,357,579	01/17/06	12/18/07
DUO PEN	962,500	05/08/72	07/03/73
EP-1	3,626,630	10/17/08	05/26/09
EQUI-BUTE	3,517,087	12/15/06	10/14/08
EQUI-DEX APPLE	3,022,062	05/06/04	11/29/05
EQUI-DEX CHERRY	3,033,106	05/06/04	12/20/05
EQUI-MINTIC SPR	2,958,000	02/26/03	05/31/05
EQUI-SPIRIN	3,471,468	12/05/07	07/22/08
EQUI-THRUSH	2,950,022	05/16/03	05/10/05
EXALT	2,456,199	06/21/99	05/29/01
EXCELLENCE IN ANIMAL HEALTH	3,371,052	01/29/03	01/15/08
EXILE	3,350,287	06/14/06	12/04/07
EXIT	2,058,430	02/12/96	04/29/97
E-Z TEAR	3,140,682	05/17/05	09/05/06
FIRST COMPANION	2,392,486	10/11/96	10/10/00
FIRST IMPRESSIONS	3,184,678	02/23/05	12/12/06
GAUGE	2,644,536	12/22/00	10/29/02
GOOD START	1,955,002	03/29/95	02/06/96
INTERACTIVE MANAGER	3,645,160	06/24/08	06/23/09
INTESTI-SORB	3,457,734	11/05/07	07/01/08
IVERMAX	2,733,324	08/25/02	07/01/03
JUST LIKE MOM	3,146,768	01/26/05	09/19/06

Trademark/Service Mark	Registration No.	Filing Date	Registration Date
K-9 WORM BE GONE	3,552,983	12/20/07	12/30/08
KETA-STHETIC	1,915,956	10/17/94	09/05/95
LAXADE	3,453,471	11/05/07	06/24/08
LUBISEPTOL	1,837,664	07/23/93	05/31/94
MASTI-VAX	3,158,750	01/12/06	10/17/06
MINERAL MAX	3,245,245	02/11/03	05/22/07
MIRACLE	3,634,539	10/20/08	06/09/09
MIRACLE FLX PELLETS	3,033,104	05/06/04	12/20/05
MIRACLE FLX SOLUTION	3,022,061	05/06/04	11/29/05
MIRACLE HOOF	3,033,105	05/06/04	12/20/05
MIRACLE SAND OUT	3,314,318	02/07/06	10/16/07
MIRACLE SHEEN	3,219,922	04/14/06	03/20/07
MIRACLE VITE	3,874,616	08/29/09	11/09/10
MIRACLE WEIGHT GAIN	3,158,755	01/17/06	10/17/06
NASAL-VAX	2,701,501	12/28/01	03/25/03
NEOVET	1,063,116	08/25/76	04/12/77
NITRO ZONE	3,877,835	08/06/09	11/16/10
NUTRI-SORB	2,978,920	06/10/03	07/26/05
OCTAGON LOGO	3,176,970	06/12/85	11/28/06
ORIGIN	2,453,950	06/21/99	05/22/01
OTO SOOTHE	2,656,711	02/05/02	12/03/02
OUTLAST	3,363,446	12/05/05	01/01/08
OXY-MYCIN	1,087,993	08/17/77	03/28/78
PARAGON	2,069,515	05/31/96	06/10/97
PEN-AQUEOUS	3,457,740	11/05/07	07/01/08
PERFECT COAT	3,074,544	05/07/04	03/28/06
PRAZI-Q	3,461,962	11/19/07	07/08/08
PRO-SHIELD	3,391,029	03/14/07	03/04/08
PROTO-PLAN	3,749,642	07/13/09	02/16/10
RANCH PACK	3,299,010	03/23/05	09/25/07
RE-NU	3,088,524	05/07/04	05/02/06
REPRESSOR-E	3,453,469	11/05/07	06/24/08
RXV	1,408,163	06/12/85	09/09/86
RXV PRODUCTS	1,376,847	06/12/85	01/07/86
SCOURVAX	2,716,602	09/13/01	05/13/03
STEP TWO	3,436,780	10/20/06	05/27/08
STEP ONE	3,436,778	10/20/06	05/27/08
SUPPRESSOR	2,012,726	02/27/95	10/29/96
SUPRA-SULFA	1,064,285	11/07/75	04/26/77
SURE-START	3,453,476	11/05/07	06/24/08
TETNI-VAX	2,730,779	06/24/03	06/24/03
TRIPLE-HISTAMINE	2,129,878	06/10/96	01/20/98
VETALYTE PLUS	3,638,441	10/17/08	06/16/09
VITA-JEC	969,052	08/02/72	09/25/73
WI/WALCO (and design)	2,193,857	11/04/97	10/06/98
WI WALCO TECHNOLOGIES EXCELLENCE IN ANIMAL MANAGEMENT	3,356,214	03/14/06	12/18/07
WORM FREE	3,295,878	08/06/07	09/18/07

Trademark/Service Mark	Registration No.	Filing Date	Registration Date
WORM-RID	3,581,442	11/20/07	02/24/09

CH1273590.1

RECORDED: 06/13/2011

TRADEMARK
REEL: 004559 FRAME: 0807