

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861076

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/14/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Heska Corporation
Street Address:	3760 ROCKY MOUNTAIN AVENUE
City:	LOVELAND
State/Country:	COLORADO
Postal Code:	80538
Entity Type:	Corporation: DELAWARE
Name:	Diamond Animal Health, Inc.
Street Address:	2538 SE 43rd Street
City:	Des Moines
State/Country:	IOWA
Postal Code:	50317
Entity Type:	Corporation: IOWA
Name:	Heska Imaging, LLC
Street Address:	3760 ROCKY MOUNTAIN AVENUE
City:	LOVELAND
State/Country:	COLORADO
Postal Code:	80538
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2913428	IMMUCHECK
Registration Number:	3753400	ERD
Registration Number:	3509683	HEMATRUE
Registration Number:	3538197	HESKAVIEW INTEGRATED SOFTWARE
Registration Number:	2494527	HESKA
Registration Number:	2655214	HESKA
Registration Number:	2177633	HESKA

Property Type	Number	Word Mark
Registration Number:	2948416	HESKA
Registration Number:	2474543	HESKA
Registration Number:	3336031	HESKA
Registration Number:	2628459	HESKA
Registration Number:	2623862	HESKA
Registration Number:	2612937	ALLERCEPT
Registration Number:	2530646	ALLERCEPT
Registration Number:	2509741	SOLO STEP
Registration Number:	2454228	VET/SENSOR
Registration Number:	3908910	VITALPATH
Registration Number:	4318224	ELEMENT DC
Registration Number:	4851518	ELEMENT I
Registration Number:	4550666	ELEMENT POC
Registration Number:	4849883	ELEMENT HT5
Registration Number:	1917148	DIAMOND

CORRESPONDENCE DATA

Fax Number: 6172613175

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: 617-261-3100

Email: kathleen.burch@klgates.com

Correspondent Name: Kathleen M. Burch, K&L Gates LLP

Address Line 1: 1 Congress Street, Suite 2900

Address Line 4: Boston, MASSACHUSETTS 02114

NAME OF SUBMITTER:	Kathleen M. Burch
SIGNATURE:	/Kathleen M. Burch/
DATE SIGNED:	12/14/2023

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of December 14, 2023 and granted by JPMorgan Chase Bank, N.A. (the "**Collateral Agent**"), a United States National Banking Association, as collateral agent for the secured parties under the Loan Agreement referred to below (the "**Secured Parties**"), in favor of Heska Corporation, a Delaware corporation, Diamond Animal Health, Inc., an Iowa corporation and Heska Imaging, LLC, a Delaware limited liability company (collectively, the "**Grantors**") and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated as of July 27, 2017 (the "**Loan Agreement**") among the Grantor, the Collateral Agent and the lenders party thereto, the Grantors executed and delivered to the Collateral Agent (i) that certain Pledge and Security Agreement by and among the Grantors and the Collateral Agent dated as of July 27, 2017 (the "**Master Security Agreement**") and (ii) that certain Patent and Trademark Security Agreement by and among the Grantors and the Collateral Agent dated as of July 27, 2017 (the "**Trademark Security Agreement**" and, together with the Master Security Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, each Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6188, Frame 0635 on October 24, 2017; and

WHEREAS, the Grantors have requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**");

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all license and other agreements in which such Grantor has granted or is granted a license or other right to use any Trademarks, including the agreements set forth in Schedule 1 hereto;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

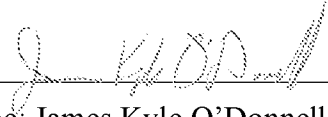
2. Further Assurances. Collateral Agent agrees, at the Grantors' expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: 

Name: James Kyle O'Donnell

Title: Vice President

Address for Notices:


8181 Communications Parkway

Building B, 6th Floor

Plano, TX 75024

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
 DIAMOND	USA	1917148	Sept. 5, 1995	DIAMOND ANIMAL HEALTH, INC.

HESKA FILE NUMBER	COUNTRY	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	FILING DATE	CLASS(ES)	STATUS
2618-198	USA	IMMUCHECK	2 813 428	12/21/2004	758972 501	28/2/2001	42	REGISTERED
2618-198-CTM	European Union	IMMUCHECK	062063158	12/1/2003	002585154	4/19/2002	08, 42, 44	REGISTERED
2618-117-CTM	Switzerland	E-SCREEN	480 564	7/1/2002	252520 1	10/27/2000	10	REGISTERED
2618-117-CTM	European Union	E-SCREEN	001833282	7/25/2002	001833382	10/27/2000	10	REGISTERED
2618-117-NC	Norway	E-SCREEN	210128	10/22/2001	0002 13104	10/28/2000	10	REGISTERED
2618-122-JP	Japan	HESKA in Katakana	4684178	11/22/2002	2001-115867	12/18/2001	05, 10, 42	REGISTERED
2618-121-EP	France, Korea	TRI-HEART	300509564	7/13/2006	300509564	2/14/2006	06	REGISTERED
2618-123-EP	South Korea	TRI-HEART	40-0885701	11/15/2008	40-2088-201117B	3/3/2008	05	REGISTERED
2618-123-TH	Thailand	TRI-HEART	130280202	10/18/2007	813106	2/26/2006	05	REGISTERED
2618-123-TW	Taiwan	TRI-HEART	1233078	11/1/2006	051065608	2/15/2005	05	REGISTERED
2618-122-TW-T	Taiwan	TRI-HEART	1418705	7/18/2010	06043811	10/29/2006	05	REGISTERED
2618-130-AU	Australia	E-R-D-HEALTHSCREEN	868578	0/29/2004	063378	5/13/2003	10	REGISTERED
2618-130-CA	Canada	E-R-D-HEALTHSCREEN	TMAR61 278	10/24/2005	1177640	5/12/2003	10	REGISTERED
2618-135-JP-1	Japan	ERD-HEALTHSCREEN w/ Katakana	5141567	6/13/2008	2006-100932	10/27/2006	10	REGISTERED
2618-158-2	USA	ERD	3 703 400	0/20/010	78981 278	2/29/2010	44	REGISTERED
2618-142	USA	HEMATRUE	3 508 865	0/00/2008	77743 845	8/12/07	05, 10	REGISTERED
2618-145-CA	Canada	HEMATRUE	TMAT741650	0/00/2009	1 385 154	3/4/2008	05	REGISTERED
2618-143	USA	HEKAVIEW INTEGRATED SOFTWARE	3 536 187	11/23/2008	77273 603	8/7/2007	08	REGISTERED
2618-143-CA	Canada	HEKAVIEW INTEGRATED SOFTWARE	TMAT746600	8/21/2006	1 380 774	1/25/2008	08	REGISTERED
2618-41	USA	HESKA	2 494 527	10/22/2001	75024 381	12/16/1998	08, 42	REGISTERED
2618-41-1	USA	HESKA	2 625 214	12/9/2002	75420 173	1/20/1999	08	REGISTERED
2618-41-2	USA	HESKA	2 177 583	7/28/1998	75877 285	12/13/1995	08	REGISTERED
2618-41-3	USA	HESKA	2 348 416	5/13/2005	76144 611	10/10/2003	05	REGISTERED
2618-41-4	USA	HESKA	2 474 563	7/31/2001	75080 370	1/25/1998	10	REGISTERED
2618-41-5	USA	HESKA	3 585 031	1/13/2007	78231 627	12/13/2004	08	REGISTERED
2618-41-AU	Australia	HESKA	712979	5/29/1997	752573	2/20/1995	08	REGISTERED
2618-41-AU-1	Australia	HESKA	732625	2/5/1998	756220	4/16/1997	42	REGISTERED
2618-41-AU-2	Australia	HESKA	893678	8/5/2002	898675	0/25/2001	10	REGISTERED
2618-41-BR	Brazil	HESKA	811225665	10/17/2010	815235598	8/10/1993	08	REGISTERED
2618-41-EP-2	France	HESKA	809603881	8/17/2014	803002881	1/11/2011	10	REGISTERED
2618-41-CA	Canada	HESKA	TMAT58 841	3/8/2002	805330	0/25/1999	08	REGISTERED
2618-41-CA-1	Canada	HESKA	TMAT45 864	0/25/2001	842405	4/18/1997	40	REGISTERED
2618-41-CA-2	Canada	HESKA	TMAT674 232	1/22/2010	1 388 588	3/30/2001	10, 31	REGISTERED
2618-41-CTM	Switzerland	HESKA	444 805	8/21/1997	014781986	3/4/1996	10, 10	REGISTERED
2618-41-CH-1	Switzerland	HESKA	446 158	1/17/1997	032287287	4/24/1997	42	REGISTERED

