

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605825

<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.		10/26/2020	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: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4739869	ADVANTAGE	
<b>Registration Number:</b>	2044733	ADVANTAGE	
<b>Registration Number:</b>	3309248	ADVANTAGE MULTI	
<b>Registration Number:</b>	5331239	ADVANTUS	
<b>Registration Number:</b>	2442045	B	
<b>Registration Number:</b>	4593550	BEETLE SHIELD	
<b>Registration Number:</b>	3756732	CATRON	
<b>Registration Number:</b>	4937327	CLARO	
<b>Registration Number:</b>	3794452	CORATHON	
<b>Registration Number:</b>	5759420	CORAXIS	
<b>Registration Number:</b>	2503548	CYDECTIN	
<b>Registration Number:</b>	2350046	CYDECTIN	
<b>Registration Number:</b>	4765324	DEFENSECARE	
<b>Registration Number:</b>	2048351	DON'T GIVE FLEAS A BITING CHANCE	
<b>Registration Number:</b>	4625592	EXPERT CARE	
<b>Registration Number:</b>	4625591	EXPERT CARE	
<b>Registration Number:</b>	5991733	FLEACTION PLAN	
<b>Registration Number:</b>	5909039	FUR TO FENCE	
<b>Registration Number:</b>	3930797	FYBERTEK	

CH \$815.00 4739869

Property Type	Number	Word Mark
Registration Number:	4471626	OVERTIME
Registration Number:	5722306	PATRIOT
Registration Number:	4504162	PERMECTRIN
Registration Number:	3007798	POOP-A-CHEW
Registration Number:	4700700	QUELLIN
Registration Number:	4504163	RABON
Registration Number:	4509221	RAVAP
Registration Number:	4007649	REMEND
Registration Number:	4242305	RESULTIX
Registration Number:	2525785	RIGHT THE FIRST TIME
Registration Number:	2974685	SAVE THE DUNG BEETLE
Registration Number:	2736825	TASTE TABS
Registration Number:	5124478	VAPONA

**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:** 202-835-7500

**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

<b>ATTORNEY DOCKET NUMBER:</b>	30045.00102
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	10/29/2020

**Total Attachments: 5**

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

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 26, 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.

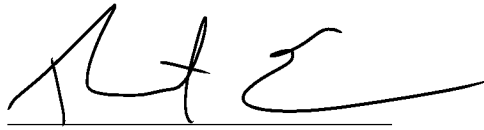
[Signature Pages Follow]

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

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*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ADVANTAGE	4739869	5/19/2015
ADVANTAGE	2044733	3/11/1997
ADVANTAGE MULTI	3309248	10/9/2007
ADVANTUS	5331239	11/7/2017
B (and device)	2442045	4/10/2001
BEEBLE SHIELD	4593550	8/26/2014
CATRON	3756732	3/9/2010
CLARO	4937327	4/12/2016
CORATHON	3794452	5/25/2010
CORAXIS	5759420	5/21/2019
CYDECTIN	2503548	11/6/2001
CYDECTIN	2350046	5/16/2000
DEFENSECARE	4765324	6/30/2015
DON'T GIVE FLEAS A BITING CHANCE	2048351	3/25/1997
EXPERT CARE	4625592	10/21/2014
EXPERT CARE (and device)	4625591	10/21/2014
FLEACTION PLAN	5991733	2/18/2020
FUR TO FENCE	5909039	11/12/2019
FYBERTEK	3930797	3/15/2011
OVERTIME	4471626	1/21/2014
PATRIOT	5722306	4/9/2019
PERMECTRIN	4504162	4/1/2014
POOP-A-CHEW	3007798	10/18/2005
QUELLIN	4700700	3/10/2015
RABON	4504163	4/1/2014
RAVAP	4509221	4/8/2014
REMEND	4007649	8/2/2011
RESULTIX	4242305	11/13/2012
RIGHT THE FIRST TIME	2525785	1/1/2002
SAVE THE DUNG BEETLE (and device)	2974685	7/19/2005
TASTE TABS	2736825	7/15/2003
VAPONA	5124478	1/17/2017

*U.S. Trademark Applications*

None.

[Schedule I to Notice of Grant of Security Interest in Trademarks]