

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644319

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PHIBRO ANIMAL HEALTH CORPORATION		04/22/2021	Corporation: DELAWARE
PRINCE AGRI PRODUCTS, INC.		04/22/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BANK OF AMERICA, N.A., as Collateral Agent
<b>Street Address:</b>	901 Main Street
<b>Internal Address:</b>	Mail Code: TXI-492-14-06
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	Bank: NORTH CAROLINA

## PROPERTY NUMBERS Total: 81

Property Type	Number	Word Mark
Registration Number:	1409079	MUNOX
Registration Number:	1719744	M
Registration Number:	2023643	HUNGRY BACTERIA
Registration Number:	2071927	BIOONE
Registration Number:	2387704	PETROX
Registration Number:	3549835	MUNOX
Registration Number:	3883639	INNOVATIVE MICROBIALS
Registration Number:	3978695	BIOBLITZEN
Registration Number:	3013986	BACILOX
Registration Number:	3776408	MJPRRS
Registration Number:	4176805	MRS. G'S CLEAN SOLUTIONS
Registration Number:	4227894	PIT BOSS
Registration Number:	4649801	MICROLIFE
Registration Number:	4613333	ABUNDANCE
Registration Number:	4740917	MICROLIFE
Registration Number:	4703835	BIOPLUMBER QSR

OP \$2040.00 1409079

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4956690	CLEANCHOICE
Registration Number:	4823696	PROFIN
Registration Number:	4810428	BIO FSE
Registration Number:	5509192	MICROLIFE ENRICH
Registration Number:	5250281	AGRONOMICAL MICROBIALS
Registration Number:	5608678	BIOD
Registration Number:	5443348	AB20
Registration Number:	6234162	PHI-CHROME
Registration Number:	6024636	EMULSIMUNE
Registration Number:	6175702	REJENSA
Registration Number:	5939143	PHI-TECH
Registration Number:	6043448	FORTIPHI
Registration Number:	6075867	OMNIGEN
Registration Number:	5794684	VISTORE
Registration Number:	5947961	CARBIGEN
Registration Number:	5942070	POLYGEN
Registration Number:	6086875	DRYD
Registration Number:	5926737	VAC TRACKER
Registration Number:	6201632	EASE
Registration Number:	6198311	GLUCO BLU
Registration Number:	6160416	FERM FACTS
Registration Number:	6235103	QUANTIC
Registration Number:	6185322	FORTIPHI
Registration Number:	6185325	DRYD
Registration Number:	5855018	MICROGROW
Registration Number:	6249793	GEMSTONE
Serial Number:	87547418	PAQ-PROTEX
Serial Number:	87651818	COXISTAC
Serial Number:	88013764	PHIBRO
Serial Number:	88013816	PHIBRO
Serial Number:	88013833	HEALTHY ANIMALS. HEALTHY FOOD. HEALTHY W
Serial Number:	88034698	ORBIO
Serial Number:	88067901	VAC TRACKER
Serial Number:	88522038	PAQ-GRO
Serial Number:	88632809	PAQFLOR
Serial Number:	88642878	SECURI
Serial Number:	88646207	COCCIPROL
Serial Number:	88646213	KINETX

Property Type	Number	Word Mark
Serial Number:	88646216	BOVIPROL
Serial Number:	88728226	VECTOR
Serial Number:	88728231	VECTOR
Serial Number:	88733700	ENCAPSICORE
Serial Number:	88785516	PHIBROMAT
Serial Number:	88875385	PHIVAX
Serial Number:	88875386	AVI-CARB
Serial Number:	88928390	NUTRAGEN
Serial Number:	88928391	AB20
Serial Number:	90062900	PAQ-TIVATE
Serial Number:	90078682	EVERY SHOT COUNTS
Serial Number:	90090294	ESSENTURE
Serial Number:	90135482	STACIDEM
Serial Number:	90158045	NITRI-PHI
Serial Number:	90158048	DEXTRI-PHI
Serial Number:	90158051	GLUCO-PHI
Serial Number:	90229281	RELYON
Serial Number:	90229286	VITALIA
Serial Number:	90293403	PAQ-FLOR
Serial Number:	90293404	PAQ-NANNO
Serial Number:	90318601	BIOONE
Serial Number:	90340348	COMBAT
Serial Number:	90340360	COMBAT
Serial Number:	90371880	PHI-TECH
Serial Number:	90420779	PAQ-ZYME
Serial Number:	90599193	PHIGS PHIBRO HOME & INDUSTRIAL GREEN SOL
Serial Number:	90616611	VITALIA POULTRY GUT INTEGRITY EXPERT ADV

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 8004945225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** JAY DASILVA

**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712

**Address Line 4:** WASHINGTON, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1368152 TM

**NAME OF SUBMITTER:** Sonya Jackman

<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	05/05/2021
<b>Total Attachments: 9</b> source=#94527878v1 - (Phibro_-_Trademark_Security_Agreement)#page2.tif source=#94527878v1 - (Phibro_-_Trademark_Security_Agreement)#page3.tif source=#94527878v1 - (Phibro_-_Trademark_Security_Agreement)#page4.tif source=#94527878v1 - (Phibro_-_Trademark_Security_Agreement)#page5.tif source=#94527878v1 - (Phibro_-_Trademark_Security_Agreement)#page6.tif source=#94527878v1 - (Phibro_-_Trademark_Security_Agreement)#page7.tif source=#94527878v1 - (Phibro_-_Trademark_Security_Agreement)#page8.tif source=#94527878v1 - (Phibro_-_Trademark_Security_Agreement)#page9.tif source=#94527878v1 - (Phibro_-_Trademark_Security_Agreement)#page10.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 22, 2021, is made by PHIBRO ANIMAL HEALTH CORPORATION, a Delaware corporation (the “**Borrower**”), and the other Persons listed on the signature pages hereof (together with the Borrower, each a “**Grantor**”), in favor of BANK OF AMERICA, N.A., as collateral agent, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Lenders (as defined in the Credit Agreement described below).

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 22, 2021, (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantors, the Collateral Agent, Bank of America as L/C Issuer and each lender from time to time party thereto (collectively, the “**Lenders**” and, together with the Collateral Agent, the “**Secured Parties**”), the Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement, dated as of June 29, 2017, in favor of the Collateral Agent (the “**Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations, including under the Guaranty, hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following Collateral (whether now owned or hereafter acquired) of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks, including, without limitation, those listed on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other violation thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office (“USPTO”).

Section 3. *Security Agreement.* The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. *Recordation.* Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

Section 5. *Termination.* This Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate with respect to all Obligations upon the termination of the Aggregate Commitments and payment in full of all Obligations (other than contingent indemnification obligations not yet accrued and payable), the expiration or termination of all Letters of Credit and any other obligation (including a guarantee that is contingent in nature). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

Section 6. *Counterparts.* This Trademark Security Agreement may be executed in any number of 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.


Section 7. *Governing Law.* This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

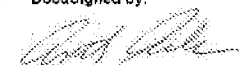
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PHIBRO ANIMAL HEALTH  
CORPORATION  
as Grantor

DocuSigned by:  
B  \_\_\_\_\_  
08810EB5EAB44C2...  
NAME: Damian Finio  
Title: Chief Financial Officer

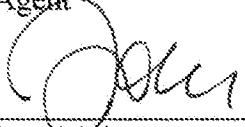
PRINCE AGRI PRODUCTS, INC.  
as Grantor

DocuSigned by:  
B  \_\_\_\_\_  
C335A2438D0E483...  
NAME: Anthony J. Andolino  
Title: Vice President, Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

BANK OF AMERICA, N.A.  
as Collateral Agent

By:   
Name: Joan Mok  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007280 FRAME: 0034**



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations**

**PHIBRO ANIMAL HEALTH CORPORATION**

<b>Trademark</b>	<b>Serial No./Registration No.</b>	<b>Status</b>
MUNOX	1409079	Registered 9/16/1986
M & Design	1719744	Registered 9/29/1992
HUNGRY BACTERIA	2023643	Registered 12/17/1996
BIOONE	2071927	Registered 6/17/1997
PETROX	2387704	Registered 9/19/2000
MUNOX	3549835	Registered 12/23/2008
INNOVATIVE MICROBIALS	3883639	Registered 11/30/2010
BIOBLITZEN	3978695	Registered 6/4/2011
BACILOX	3013986	Registered 11/8/2005
MJPRRS	3776408	Registered 4/13/2010
MRS. G'S CLEAN SOLUTIONS	4176805	Registered 7/17/2012
PIT BOSS	4227894	Registered 10/16/2012
MICROLIFE	4649801	Registered 12/2/2014
ABUNDANCE	4613333	Registered 9/30/2014
MICROLIFE	4740917	Registered 5/19/2015
BIOPLUMBER QSR	4703835	Registered 3/17/2015
CLEANCHOICE	4956690	Registered 5/10/2016

Trademark	Serial No./Registration No.	Status
PROFIN	4823696	Registered 9/29/2015
BIO FSE	4810428	Registered 9/8/2015
MICROLIFE ENRICH	5509192	Registered 7/3/2015
AGRONOMICAL MICROBIALS & Design	5250281	Registered 7/25/2017
BIOD	5608678	Registered 11/13/2018
PAQ-PROTEX	87547418	Filed 7/28/2017
AB20	5443348	Registered 4/10/2018
COXISTAC	87651818	Filed 10/19/2017
PHI-CHROME	6234162	Registered 12/29/2020
EMULSIMUNE	6024636	Registered 3/31/2020
PHIBRO	88013764	Filed 6/25/2018
PHIBRO & Design	88013816	Filed 6/25/2018
HEALTHY ANIMALS. HEALTHY FOOD. HEALTHY WORLD.	88013833	Filed 6/25/2018
ORBIO	88034698	Filed 7/12/2018
REJENSA	6175702	Registered 10/13/2020
PHI-TECH	5939143	Registered 12/17/2019
VAC TRACKER	88067901	Filed 8/7/2018
FORTIPHI	6043448	Registered 4/28/2020
OMNIGEN	6075867	Registered 6.9/2020
VISTORE	5794684	Registered 7/2/2019
CARBIGEN	5947961	Registered 12/31/2019

<b>Trademark</b>	<b>Serial No./Registration No.</b>	<b>Status</b>
POLYGEN	5942070	Registered 12/24/2019
DRYD	6086875	Registered 6/23/2020
VAC TRACKER	5926737	Registered 12/3/2019
PAQ-GRO	88522038	Filed 7/18/2019
EASE	6201632	Registered 11/17/2020
PAQFLOR	88632809	Filed 9/26/2019
SECURI	88642878	Filed 10/4/2019
COCCIPROL	88646207	Filed 10/8/2019
KINETX	88646213	Filed 10/8/2019
BOVIPROL	88646216	Filed 10/8/2019
GLUCO BLU	6198311	Registered 11/17/2020
FERM FACTS	6160416	Registered 9/22/2020
QUANTIC	6235103	Registered 12/29/2020
VECTOR	88728226	Filed 12/16/2019
VECTOR & Design	88728231	Filed 12/16/2019
ENCAPSICORE	88733700	Filed 12/19/2019
PHIBROMAT	88785516	Filed 2/5/2020
PHIVAX	88875385	Filed 4/16/2020
AVI-CARB	88875386	Filed 4/16/2020
FORTIPHI	6185322	Registered 10/27/2020
NUTRAGEN & Design	88928390	Filed 5/21/2020
AB20 & Design	88928391	Filed 5/21/2020

<b>Trademark</b>	<b>Serial No./Registration No.</b>	<b>Status</b>
DRYD	6185325	Registered 10/27/2020
PAQ-TIVATE	90062900	Filed 7/20/2020
EVERY SHOT COUNTS	90078682	Filed 7/28/2020
ESSENTURE	90090294	Filed 8/3/2020
STACIDEM	90135482	Filed 8/25/2020
NITRI-PHI	90158045	Filed 9/3/2020
DEXTRI-PHI	90158048	Filed 9/3/2020
GLUCO-PHI	90158051	Filed 9/3/2020
RELYON	90229281	Filed 10/1/2020
VITALIA	90229286	Filed 10/1/2020
PAQ-FLOR	90293403	Filed 11/2/2020
PAQ-NANNO	90293404	Filed 11/2/2020
BIOONE	90318601	Filed 11/13/2020
COMBAT	90340348	Filed 11/24/2020
COMBAT & Design	90340360	Filed 11/24/2020
PHI-TECH	90371880	Filed 12/10/2020
PAQ-ZYME	90420779	Filed 12/28/2020
PHIGS PHIBRO HOME & INDUSTRIAL GREEN SOLUTIONS	90599193	Filed 3/24/2021
VITALIA POULTRY GUT INTEGRITY EXPERT ADVANTAGE	90616611	Filed 3/31/2021
MICROGROW	5855018	Registered 9/10/2019

**PRINCE AGRI PRODUCTS, INC.**

<b>Trademark</b>	<b>Serial No./Registration No.</b>	<b>Status</b>
GEMSTONE & Design	6,249,793	Registered 1/19/2021