

EXHIBIT 6

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VIA EMAIL TO: judy.jarecki@merial.com
VIA FEDERAL EXPRESS

June 19, 2017

Merial
3239 Satellite Blvd.
Duluth, GA 30096
Attention: Dr. Judy Jarecki-Black

Re: License Agreement, effective June 18, 2012, by and between Abic Biological Laboratories Ltd., a corporation organized and existing under the laws of Israel (“Abic”), Phibro Animal Health Corporation, a corporation organized and existing under the laws of the State of Delaware (“Phibro”), and Merial Société par actions simplifiée (SAS), a company organized under French law (“Merial”)

Dear Dr. Jarecki-Black:

We represent Abic and Phibro in connection with the above-referenced License Agreement.

Merial, Inc., filed a PCT patent application numbered WO 2016/057978 A1 (the “Merial Patent Application”), which claims a purported invention of Merial related to adding a sugar alcohol to a vaccine composition to reduce foaming.

We understand that, contrary to Merial’s initial assertions, the inventor on the Merial Patent Application was closely involved with Abic’s transfer of its proprietary technology to Merial under the License Agreement. Over a period of more than two years, Abic’s scientists in Israel disclosed the Licensed Technology¹ to Merial to enable Merial to accomplish what Merial had been unable to do on its own – to create a stable, effervescent mechanism for the delivery of Merial’s vaccine antigens.

¹ Capitalized terms are defined in the License Agreement.

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Thus, it was a surprise to Abic and Phibro when Merial offered to license to them, for a price, the Merial Patent Application that was largely copied verbatim from Abic's own patents and that exploited Abic's Confidential Information for Merial's purposes outside the License Agreement.

Nevertheless, Abic and Phibro listened to Merial's various descriptions of its purported invention and its explanations for how it came about. Those discussions foundered, however, when Merial deemed Abic's questions to be "unproductive."

No matter, because the invention claimed in the Merial Patent Application and all related applications are Abic-Owned Inventions under the License Agreement, which Merial has assigned to Abic. (Section 5.2(b)(i).) This is so because the inventions claimed in the Merial Patent Application describe "methods of production relating primarily to the Licensed Technology" as well as "information provided to Merial" under the License Agreement, each of which falls within Abic-Owned Inventions. And the lawful practice of most (possibly all) of the claimed inventions, which are not related solely to Merial's proprietary vaccine strains and thus are not Merial-Owned Inventions, would require rights under the Licensed Patents, making those inventions Abic-Owned Inventions for that independent reason.

This result is consistent with the parties' intent, which was to protect Merial's rights in its proprietary vaccine strains and Abic's rights in its vaccine delivery technology. The Merial Patent Application, copied liberally from Abic's patents and exploiting its teachings at every turn, clearly falls into the Abic sphere.²

We therefore demand, on behalf of Abic, that Merial promptly take such steps as are necessary to perfect the assignment to Abic of the Merial Patent Application and all related applications, along with providing Abic with the other information and taking the other steps described in Section 5.3(a) of the License Agreement, including the following:

1. Execute and deliver to Abic patent assignments sufficient to convey to Abic all of Merial's rights in, to and under the Merial Patent Application and each of the related applications;
2. Deliver to Abic complete copies of all patent applications, office actions, and correspondence to and from all patent offices related to the Merial Patent Application and related applications;
3. Provide Abic with all "data and information" related to the inventions claimed in the Merial Patent Application and related applications, including sufficient details to enable Abic to make an independent inventorship determination;

² The assignment to Abic of these inventions may overcome certain prior art objections, rendering Merial's claimed inventions potentially patentable, at least in the United States, which benefits both Merial and Abic, as the Abic-Owned Inventions "automatically become" Licensed Patents, which Merial can continue to exploit within the scope of the license grants.

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4. Identify all patent counsel engaged by Merial in connection with preparing or filing the Merial Patent Application and related applications and direct such counsel, in a writing copied to Abic, promptly to transfer their files to Abic or its designee if Abic requests such transfer in writing;
5. Identify all actions with patent authorities that are required in order for the Merial Patent Application and related applications not to go abandoned or for any claims thereof to otherwise be waived, relinquished or restricted in any manner, together with the corresponding deadlines for such actions;
6. Cease prosecuting the Merial Patent Applications and related applications except to the extent necessary to avoid abandonment thereof, or the waiver, relinquishment or restriction of any rights sought thereunder, until Abic receives all of the information and materials requested in this letter; and
7. Provide Abic with a detailed written report on Merial's past and current development and registration activities related to products within the scope of the Merial Patent Application and related applications.

Finally, with respect to the inventions described in the Merial Patent Application, we demand that Merial confirm in writing that it has not taken, and will not take, any steps to transfer such technology, including any research, development or manufacturing activities related thereto, to Hong Kong or the People's Republic of China.

Please let us know no later than June 30, 2017, if Merial will comply with the above requests, and when.

Sincerely,



Thomas E. Duley
Partner

TED:jk

cc: Daniel M. Bendheim
Thomas G. Dagger, Esq.
John P. White, Esq.