

FORM PTO-1594
Rev. 6-93
MB No. 0651-0011 (exp. 4/94)

REC

04-06-1999

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101001747

Tab settings 3.2299

To the Honorable Commissioner of Patents

Attached original documents or copy thereof

1. Name of conveying party(ies):
 Bayer Corporation
 1884 Miles Avenue
 P.O. Box 40
 Elkhart, Indiana 46515-0040

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Indiana
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Biocor Animal Health, Inc.
 Internal Address: 2720 North 84th Street
 Street Address: P.O. Box 34325
 City: Omaha State: Nebraska ZIP: 68134

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 30, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,756,386 1,915,951
1,954,253 2,036,348
2,050,721

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Donald S. Gardner
 Internal Address: VAN DYKE, GARDNER, LINN & BURKHART, LLP
P.O. Box 888695
 Street Address: Suite 207
2851 Charlevoix Drive, SE
 City: Grand Rapids State: MI ZIP: 49588-8695
04/06/1999 DNGUYEN 00000014 1756386

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

 (Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 DP
 02 FC:482 100.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Donald S. Gardner Donald S. Gardner March 18, 1999
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 20

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20531

TRADEMARK
REEL: 1877 FRAME: 0748

INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") dated as of the 30th day of June, 1998, by **BAYER CORPORATION**, an Indiana corporation ("Bayer"), in favor of **BIOCOR ANIMAL HEALTH INC.**, a Delaware corporation ("Biocor").

W I T N E S S E T H:

WHEREAS, Biocor is an indirect, wholly-owned subsidiary of **CSL LIMITED**, an Australian corporation; and

WHEREAS, Bayer and Biocor have entered into an Asset Purchase Agreement dated as of June 30th, 1998 ("Asset Purchase Agreement") which requires the execution and delivery of this Assignment by Bayer for purposes of recording this transfer.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, including without limitation consideration previously transferred pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Bayer agrees as follows:

- 1 Assignment of Marks. Bayer has sold, assigned and transferred, and by these presents does sell, assign and transfer unto Biocor, the full and exclusive right, title and interest, throughout the world, in and to the marks specified in Schedule 1 attached hereto and incorporated herein by this reference, **TO HAVE AND TO HOLD** unto Biocor, its successors and assigns forever, together with the good will of the business(es) symbolized by such marks, and the registrations thereof specified in said Schedule 1, and the right to recover for any past infringement of said marks.

- 2 Assignment of Other Intellectual Property Rights. Bayer has sold, assigned and transferred, and by these presents does sell, assign and transfer unto Biocor, the intellectual property rights in Seed Organisms and Cell Cultures (as such terms are defined herein), copyrights, copyright registrations, trade names, logos, commercial symbols, industrial designs (including applications for all the foregoing and renewals, extensions, and reissues where applicable), mask works, inventions, trade secrets, formulae, technical information, research data, research raw data and lab notebooks, procedures, designs, know-how, and all other intellectual property owned by Bayer and used exclusively in the Business (as such term is defined herein), **TO HAVE AND TO HOLD** unto Biocor, its successors and assigns forever, together with any good will of the business(es) symbolized thereby, any registrations thereof, and the right to recover for any past infringement thereof. As used in this Assignment:
 - (a) "Business" shall mean Bayer's canine and feline biologicals business conducted prior to the date hereof exclusively at Bayer's Omaha, Nebraska biological production facility and Bayer's farm at Rushmore, Minnesota.

(b) "Cell Cultures" shall mean (a) batches of primary cells, (b) cell lines, (c) subcultures, and (d) master cell stock, all as defined in 9 C.F.R. 101.6 or any amended or successor regulation and used exclusively in the Business and as required for the 5-way feline combination vaccine.

(c) "Seed Organisms" shall mean (a) master seed, (b) working seed, and (c) production seed, all as defined in 9 C.F.R. 101.7, as the same may be amended from time to time or any successor regulation and used exclusively in the Business and as required for the 5-way feline combination vaccine.

3 Further Assurances. Bayer will from time to time, at Biocor's request and without further consideration, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all and every such further acts, transfers, conveyances, assignments, and assurances as reasonably may be required for the better using, conveying, transferring, confirming and vesting unto Biocor, its successors and assigns, of the intellectual property rights specified herein, and for aiding and assisting Biocor, its successors and assigns, in the use and exploitation of such intellectual property rights.

4 Successors and Assigns. This Assignment is executed by and shall be binding upon Bayer and its successors and assigns, and shall inure to the benefit of Biocor and its successors and assigns.

5 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of New York without regard to conflict of laws principles thereof.

6 Severability. If any term, covenant or condition of this Assignment shall, to any extent, be invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby and each term, covenant or condition of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Bayer has duly executed this Assignment as of the day and year above first written.

BAYER CORPORATION

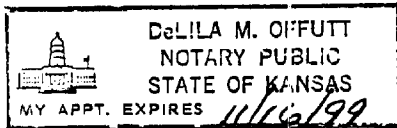
BY: Gary Zimmerman
 Name: Gary Zimmerman
 Title: V.P. New Business Development

STATE OF KANSAS)
)
 COUNTY OF JOHNSON)

ss

On this 30th day of June, 1998, before me personally appeared Gary Zimmerman to me known to be the person described in, and who executed, the foregoing instrument, and s/he duly acknowledged to me that he executed the same for uses and purposes therein set forth.

DeLila M. Offutt
 Notary Public



SEAL

My commission expires:

11/16/99

INTELLECTUAL PROPERTY ASSIGNMENT

SCHEDULE 1

LIST OF MARKS

All of the marks listed on the schedule attached hereto and, in addition, the following common law marks:

ADENOMUNE 5L
PARAMUNE 5
RHINOPAN 4

Archive report TM-ANCIIVE.4 Listing by Client, Proprietor, Country, Trademark: Printed 22 MAY 1998

File	Client	Proprietor	Country	Class	App. no.	Reg. no.	Reg. date	Status	Renewal due	Page
16602	Agriculture Division	Bayer Corporation	Belux	5		379922	MAR 25 1992	REG	MAR 25 2002	
16634	Agriculture Division	Bayer Corporation	Ecuador	5		230494	AUG 15 1994	REG	AUG 15 2004	
16669	Agriculture Division	Bayer Corporation	Greece	5		101019	MAR 04 1991	REG	MAR 04 2001	
16800	Agriculture Division	Bayer Corporation	Mexico	5		64061	OCT 12 1993	REG	JUL 26 2003	
16832	Agriculture Division	Bayer Corporation	Portugal	5		287963	JUL 01 1994	REG	JUL 01 2004	
16893	Agriculture Division	Bayer Corporation	Spain	5		1737606	OCT 30 1993	REG	DEC 29 2002	
16928	Agriculture Division	Bayer Corporation	United States	5		1938103	NOV 28 1995	REG	NOV 28 2005	

File	Client	Proprietor	Country	Trademark	Class	App.no	App.date	Reg.no	Reg.date	Status	Renewal due	Page
14603	Agriculture Division	Bayer Corporation	Benelux	BIOCOR	5			518508	JUL 09 1992 REG		JUL 09 2002	
14604	Agriculture Division	Bayer Corporation	Benelux	BIOCOR AND DESIGN	5			518655	JUL 09 1992 REG		JUL 09 2002	
14670	Agriculture Division	Bayer Corporation	Greece	BIOCOR	5	322532	JAN 18 1995			APP		
14790	Agriculture Division	Bayer Corporation	Korea (South)	BIOCOR	10			263565	MAY 20 1993 REG		MAY 20 2003	
14791	Agriculture Division	Bayer Corporation	Korea (South)	BIOCOR (Korean)	10			263566	MAY 20 1993 REG		MAY 20 2003	
14792	Agriculture Division	Bayer Corporation	Korea (South)	BIOCOR AND DESIGN	10			263567	MAY 20 1993 REG		MAY 20 2003	
14824	Agriculture Division	Bayer Corporation	Philippines	BIOCOR	5			62090	DEC 01 1995 REG		DEC 01 2015	
14825	Agriculture Division	Bayer Corporation	Philippines	BIOCOR AND DESIGN	5			62172	DEC 01 1995 REG		DEC 01 2015	
14863	Agriculture Division	Bayer Corporation	Taiwan	BIOCOR	1			598381	JUN 01 1993 REG		JUN 01 2003	
14864	Agriculture Division	Bayer Corporation	Taiwan	BIOCOR (CHINESE CHARACTERS)	1			617601	NOV 01 1993 REG		NOV 01 2003	
14865	Agriculture Division	Bayer Corporation	Taiwan	BIOCOR AND DESIGN	1			597411	MAY 16 1993 REG		MAY 16 2003	
14530	Agriculture Division	Bayer Corporation	United States	BIOCOR			FEB 18 1992	1756386	MAR 09 1993 REG		MAR 09 2003	
14568	Agriculture Division	Bayer Corporation	United States	BIOCOR & Design		74/246/887	FEB 18 1992	1769645	MAY 11 1993 REG		MAY 11 2003	
14677	Agriculture Division	Bayer Corporation	United States	BIOCOR AND DESIGN	5			1789645	MAY 11 1993 REG		MAY 11 2003	

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File	Client	Proprietor	Country	Trademark	Class	App.no.	Reg.no.	App.date	Reg.date	Status	Renewal due	Page
14605	Agriculture Division	Bayer Corporation	Belux	BROMCHICINE			379646	JAN 07 1992	MAR 07 1992		JAN 07 2002	
14671	Agriculture Division	Bayer Corporation	Greece	BROMCHICINE			112125	DEC 29 1992	MAR 07 1992		DEC 29 2002	
14673	Agriculture Division	Bayer Corporation	Portugal	BROMCHICINE			287964	AUG 30 1994	MAR 07 1992		AUG 30 2004	
14684	Agriculture Division	Bayer Corporation	Spain	BROMCHICINE			1137607	OCT 20 1993	MAR 07 1992		DEC 29 2002	
14531	Agriculture Division	Bayer Corporation	United States	BROMCHICINE				JUL 07 1994	MAR 07 1992		FEB 06 2006	

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 File... Client:..... Proprietor:..... Country:..... Trademark:..... Class. App.no{..... App.date.... Reg.no..... Reg.date.... Status Renewal due
 10535 Agriculture Division Bayer Corporation United States COMBANDER 2050721 APR 08 1997 REG APR 08 2007

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File...	Client	Proprietor	Country	Trademark	Class	App.no.	App.date	Reg.no.	Reg.date	Status	Renewal due	Page
14631	Agriculture Division	Bayer Corporation	Belgium	PARAMINE	5	341980	NOV 09 1976 REG	341980	NOV 09 1976 REG		NOV 09 2006	
14635	Agriculture Division	Bayer Corporation	Belgium	PARAMINE	5	237994	AUG 15 1998 REG	237994	AUG 15 1998 REG		AUG 15 2004	

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File	Client	Proprietor	Country	Trademark	Class	App.no	Reg.no	App.date	Reg.date	Status	Renewal due	Page
14512	Agriculture Division	Bayer Corporation	Belgium	PARVOCINE		5	365010		FEB 28 1980	REG	FEB 28 2000	
14556	Agriculture Division	Bayer Corporation	Ecuador	PARVOCINE		5	250098		AUG 15 1994	REG	AUG 15 2004	
14676	Agriculture Division	Bayer Corporation	Greece	PARVOCINE		5	112123		DEC 29 1992	REG	DEC 29 2002	
14590	Agriculture Division	Bayer Corporation	Mexico	PARVOCINE		5	466880		SEP 14 1993	REG	SEP 14 2003	
14548	Agriculture Division	Bayer Corporation	United States	PARVOCINE		5		JUL 07 1994	1915951	REG	SEP 05 2005	

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14614	Agriculture Division	Bayer Corporation	Benelux	RESPOMUNE	5			431750	JUL 14 1987	REG	JUL 14 1997	
14678	Agriculture Division	Bayer Corporation	Greece	RESPOMUNE	5			103020	MAR 04 1991	REG	MAR 04 2001	
14554	Agriculture Division	Bayer Corporation	United States	RESPOMUNE-C			SEP 06 1977	1088000	MAR 28 1978	REG	MAR 28 1998	
14555	Agriculture Division	Bayer Corporation	United States	RESPOMUNE-CF		5 78/546529	JUL 07 1994	2036348	FEB 11 1997	REG	FEB 11 2007	

File...	Client:	Proprietor:	Country:	Class.	App.no.	App.date	Reg.no.	Reg.date	Status	Renewal due	Page
14815	Agriculture Division	Bayer Corporation	Belux	5	5						
14817	Agriculture Division	Bayer Corporation	Ecuador	5	5		633454	JUL 14 1987 REG		JUL 14 1997	
14836	Agriculture Division	Bayer Corporation	Portugal	5	5	287965	138295	MAY 02 1995 REG		MAY 02 2005	
14850	Agriculture Division	Bayer Corporation	Spain	5	5		1760753	MAR 04 1996 REG	APP	AUG 12 2006	

DATEX LEGAL

NO. 1504 P. 9/9

NOTARY CERTIFICATE

State of Missouri, County of Jackson, City of Kansas City.

I do certify that on July 30, 1998, I carefully compared the attached facsimile of the Intellectual Property Assignment (type of document) and the original signed copy of such document I now hold in my possession. The facsimile is a complete, full, true and exact facsimile of the document it purports to reproduce.



Notary Public

S E A L

My commission expires:

August 12, 1998

0490292.04
Mo.Rev.Stat. § 486.345