

08-10-2000

EY-SP-CE-1

Patent and Trademark Office

7.17.00

To the Honorable Commis

1. Name of conveying party:

Biostar Inc.

101429124

☐

Individual(s)

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State

☐☐

Other

Additional name(s) of conveying party(ies) attached?

☐

Yes

☒

No

3. Nature of conveyance:

☒

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☐

Other

Execution Date: February 29, 2000

and the attached original documents or copy thereof.

Name and address of receiving party(ies):

Name: **Novartis Animal Health Canada Inc.**Internal Address: **Suite 200, East Tower**Street Address: **2233 Argentia Road**City: **Mississauga** State: **Ontario** Zip:☐

Individual(s) citizenship

☐

Association

☐

General Partnership

☐

Limited

☒

Corporation-State

**Canada**☐

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) &amp; address(es) attached?

☐

Yes

☒

No

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

A. Trademark Application No.(s)

75/351,407; see attached list

B. Trademark Registration No.(s)

Additional numbers attached?

☐

Yes

☒

No

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

Name: **Barry A. Solomon**Internal Address: **Patent and Trademark Department**

Street Address:

**564 Morris Avenue**City: **Summit** State: **NJ** Zip: **07901-1027**6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41) .....\$

**165.00**☐

Enclosed

☒

Authorized to be charged to deposit account

8. Deposit account number:

**50-0430**

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

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.

**Barry A. Solomon**

Name of Person Signing

**B. A. Solomon**

Signature

**July 13, 2000**

Date

Total number of pages including cover sheet, attachments, and document: **11**Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231TRADEMARK  
REEL: 002118 FRAME: 011775351407  
0000330 500430  
08/09/2000 INQUIRY40.00 CH  
125.00 CH  
01 FC:461  
02 FC:462

**Attachment A**

<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>
ASSURE	75/351,407	August 29, 1997
BIOWEST	75/618,699	January 7, 1999
CLEARVAC	75/755,713	July 20, 1999
PNEUMO-STAR	75/755,712	July 20, 1999
SOMNU-STAR	75/755,711	July 20, 1999
SOMNU-STAR PH	75/755,714	July 20, 1999

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DESIGNATION OF DOMESTIC REPRESENTATIVE


Mark: ASSURE

Serial. No.: 75/351,407


Applicant: Novartis Animal Health Canada Inc.

Novartis Corporation, whose postal address is 564 Morris Avenue, Summit, New Jersey 07901-1027, is hereby designated registrant's domestic representative upon whom notice or process in proceedings affecting the mark may be served.

Novartis Animal Health Canada Inc.

By   
Name: Paul Héger  
Title: Duly Authorized Officer  
Date: June 6, 2000

Novartis Animal Health Canada Inc.

By   
Name: Paul Héger  
Title: Duly Authorized Signatory  
Date: June 6, 2000

NOVARTIS CORPORATION  
564 Morris Avenue  
Summit, NJ 07901-1027

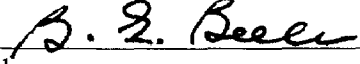
# TRADE-MARK ASSIGNMENT

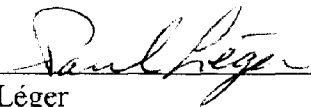
## FOR VALUE RECEIVED:

1. **Biostar Inc.** (the "Assignor"), the owner of the trade-marks identified in the attached Schedule "A" (the "Trade-marks"), hereby unconditionally assigns, transfers and sets over to and unto **Novartis Animal Health Canada Inc.** (the "Assignee"), having its principal office or place of business at Suite 200, East Tower, 2233 Argentia Road, Mississauga, Ontario, L5N 2X7, its entire right, title and interest in and to the Trade-marks described in the attached Schedule "A", wherever registered, together with the entire goodwill attached to the Trade-marks, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully and completely as by the Assignor had this assignment not been made.
2. The Assignor undertakes and agrees to execute, at the expense of the Assignee, such further assurances as may reasonably be required in order to permit the Assignee to hold and enjoy the Trade-marks assigned hereunder and to obtain the recording of this Assignment.
3. The Assignee hereby appoints McMillan Binch, P.O. Box 38, South Tower, Royal Bank Plaza, Suite 3800, Toronto, Ontario M5J 2J7 as its agent to transact all business in the Trade-marks Office in connection with the Trade-marks in Canada.

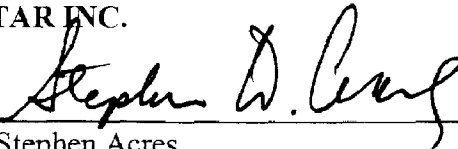
**DATED** February 29, 2000.


### NOVARTIS ANIMAL HEALTH CANADA INC.

By:   
Byron Beeler  
President

By:   
Paul Léger  
Secretary

### BIOSTAR INC.

By:   
Stephen Acres  
President and Chief Executive Officer

By:   
Todd Lahti  
Chief Financial Officer