

3-26-01

FORM PTO-1618A
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04-12-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Execution Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

Address

Address
City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

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Address (line 1)

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Trademark Application Number(s) or Registration Numbers(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number

Number of Properties

Enter the total number of properties involved:

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

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Method of Payment

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

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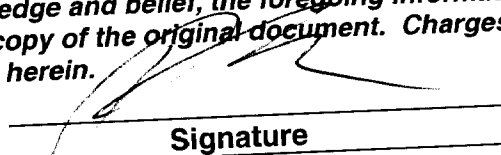
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Yes No

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. Charges to deposit account are authorized, as indicated herein.

Pamela E. Weinstock, Esq.



3/27/01

Name of Person Signing

Signature

Date Signed

SCHEDULE A

Trademark	Country	App. No. or Reg. No.
AA ARBOR ACRES & DEVICE	Afghanistan	3040
AA ARBOR ACRES & DEVICE	African Intellectual Property Office	10662/60722
AA ARBOR ACRES	African Intellectual Property Office	10663/60723
AA ARBOR ACRES & DEVICE	Algeria	46357/22500
AA ARBOR ACRES & DEVICE	Argentina	1282190/751209/480637
AA ARBOR ACRES & DEVICE	Australia	A195746
AA ARBOR ACRES & DEVICE	Austria	53773
AA ARBOR ACRES & DEVICE	Bangladesh	2809
ARBORACRES	Bangladesh	2810
AA ARBOR ACRES & DEVICE	Barbados	5789
AA ARBOR ACRES & DEVICE	Belarus	2577
AA ARBOR ACRES & DEVICE	Belgium	102650
AA ARBOR ACRES & DEVICE	Belize	1556
AA ARBOR ACRES & DEVICE	Benelux	O41476
AA ARBOR ACRES & DEVICE	Bolivia	23880-C/40799-A

Trademark	Country	App. No. or Reg. No.
AA ARBOR ACRES & DEVICE	Botswana	SA4565
ARBOR-ACRES	Brazil	OO4515684/730820
AA & DEVICE	Brazil	OO4517555
AA ARBOR ACRES & DEVICE	Brazil	1271/06999875
AA ARBOR ACRES & DEVICE	Brazil	OO7572174
AA ARBOR ACRES & DEVICE	Brunei	24041
AA ARBOR ACRES & DEVICE	Bulgaria	7160
AA ARBOR ACRES & DEVICE	Burundi	1314/BUR
AA ARBOR ACRES & DESIGN	Canada	144535
FSY	Canada	461033/780692
AA ARBOR ACRES & DEVICE	Chile	157252/318412
AA ARBOR ACRES & DEVICE	China	75896
AA ARBOR ACRES & DEVICE	China	75897
ARBOR ACRES in Chinese	China	342683
ARBOR ACRES in Chinese	China	346092
AA ARBOR ACRES & DESIGN	Colombia	55913

Trademark	Country	App. No. or Reg. No.
AA ARBOR ACRES & DEVICE	Costa Rica	30116/23167
AA ARBOR ACRES & DEVICE	Croatia	Z931989
AA ARBOR ACRES & DEVICE	Cuba	111528-A
AA ARBOR ACRES & DESIGN	Cyprus	12235
AA ARBOR ACRES & DEVICE	Czech Republic	160044
AA ARBOR ACRES & DEVICE	Denmark	3177/1965
AA ARBOR ACRES & DESIGN	Dominican Rep.	24352
AA ARBOR ACRES & DESIGN	Ecuador	3205/89/3294/94
AA ARBOR ACRES & DESIGN	Estonia	11114
AA ARBOR ACRES & DEVICE	Egypt	41402
AA ARBOR ACRES & DEVICE	Egypt	41403
AA ARBOR ACRES & DEVICE	European Community	1013457
AA ARBOR ACRES & DEVICE	El Salvador	11757
AA ARBOR ACRES & DEVICE	Finland	57660
ARBOR ACRES	France	86844/1591819
AA ARBOR ACRES & DESIGN	Germany	637579

Trademark	Country	App. No. or Reg. No.
AA ARBOR ACRES & DEVICE	Ghana	18104
AA ARBOR ACRES & DEVICE	Ghana	18253
AA ARBOR ACRES & DEVICE	Great Britain	819344
AA ARBOR ACRES & DEVICE	Greece	26892
AA ARBOR ACRES & DEVICE	Guatemala	15588
AA ARBOR ACRES & DEVICE	Guinea	225B/G/88
AA ARBOR ACRES & DEVICE	Guyana	9905A
AA ARBOR ACRES & DESIGN	Honduras	64935
AA ARBOR ACRES & DEVICE	Hong Kong	1527/1971
AA ARBOR ACRES & DEVICE	Hong Kong	555/1962
AA ARBOR ACRES & DEVICE	Hungary	116021
AA ARBOR ACRES & DEVICE	India	208293
AA ARBOR ACRES & DEVICE	India	204656
ARBORACRES	India	196133
AA ARBOR ACRES & DESIGN	Indonesia	376144
AA ARBOR ACRES & DESIGN	Indonesia	376145

Trademark	Country	App. No. or Reg. No.
AA ARBOR ACRES & DEVICE	Iran	28062
AA ARBOR ACRES	Ireland	68941
AA ARBOR ACRES	Ireland	68942
AA ARBOR ACRES & DEVICE	Ireland	68943
AA ARBOR ACRES & DEVICE	Ireland	68944
AA ARBOR ACRES & DEVICE	Israel	40821
AA ARBOR ACRES & DEVICE	Israel	40822
AA ARBOR ACRES & DEVICE	Italy	1633/476807
AA ARBOR ACRES & DEVICE	Jamaica	17592
ARBORACRES	Japan	576801
ARBOR ACRES (KATAKANA)	Japan	715448
ARBOR ACRES	Japan	752372
AA ARBOR ACRES & DEVICE	Japan	1372165
ARBOR ACRES IN KATAKANA	Japan	3025528
ARBOR ACRES	Japan	3025526
AA ARBOR ACRES & DEVICE	Japan	3135542

Trademark	Country	App. No. or Reg. No.
ARBOR ACRES (IN KATAKANA)	Japan	3135543
AA ARBOR ACRES & DEVICE	Japan	3025527
ARBOR ACRES	Japan	3017509
ARBOR ACRES	Japan	189082/3142140
AA ARBOR ACRES & DEVICE	Japan	189083/3142141
ARBOR ACRES (IN KATAKANA)	Japan	189084/3142142
AA ARBOR ACRES & DEVICE	Jordan	8049
AA ARBOR ACRES & DESIGN	Kazakhstan	2727
AA ARBOR ACRES & DESIGN	Kenya	18652
AA ARBOR ACRES & DEVICE	Kenya	18653
AA ARBOR ACRES & DEVICE	Korea	10016
AA ARBOR ACRES & DEVICE	Kuwait	2032
AA ARBOR ACRES & DESIGN	Laos	6032
AA ARBOR ACRES & DESIGN	Latvia	M 18529
AA ARBOR ACRES & DEVICE	Lebanon	55352
AA ARBOR ACRES & DEVICE	Lesotho	LS/M/91/00953

Trademark	Country	App. No. or Reg. No.
AA ARBOR ACRES & DEVICE	Liberia	23371/4386/47
AA ARBOR ACRES & DESIGN	Lithuania	12768
AA ARBOR ACRES & DESIGN	Madagascar	99/0399
AA ARBOR ACRES & DEVICE	Malawi	164/73
AA ARBOR ACRES & DEVICE	Malaya-Malaysia	358/65
AA ARBOR ACRES & DEVICE	Mauritius	A23 #284
AA ARBOR ACRES & DEVICE	Mexico	234025
ARBOR ACRES	Mexico	126402
AA ARBOR ACRES & DEVICE	Morocco	51277
AA ARBOR ACRES & DESIGN	Mozambique	2143/99
AA ARBOR ACRES & DEVICE	Myanmar (Burma)	817/1986
AA ARBOR ACRES & DESIGN	Namibia	99/1160
AA ARBOR ACRES & DEVICE	Netherlands Antilles	9524
AA ARBOR ACRES & DEVICE	Nepal	2557/033
AA ARBOR ACRES & DEVICE	New Zealand	78942
AA ARBOR ACRES & DEVICE	Nicaragua	14220

Trademark	Country	App. No. or Reg. No.
ARBOR ACRES	Nigeria	22025
AA ARBOR ACRES & DEVICE	Nigeria	22701
ARBOR ACRES	Nigeria	22702
AA ARBOR ACRES & DEVICE	Nigeria	23628
AA ARBOR ACRES & DEVICE	Norway	80632
ARBORACRES	Pakistan	32778
AA ARBOR ACRES & DEVICE	Pakistan	43774
AA ARBOR ACRES & DEVICE	Pakistan	43775
ARBOR ACRES	Pakistan	43776
AA ARBOR ACRES & DEVICE	Panama	11800
AA ARBOR ACRES & DEVICE	Paraguay	134864
ARBOR ACRES	Peru	15153
ARBOR ACRES	Peru	13622
AA ARBOR ACRES & DEVICE	Peru	20514
AA ARBOR ACRES & DEVICE	Peru	17129
AA ARBOR ACRES & DEVICE	Philippines	12368

Trademark	Country	App. No. or Reg. No.
ARBOR ACRES	Philippines	12250
AA ARBOR ACRES & DEVICE	Poland	48825
AA ARBOR ACRES & DEVICE	Portugal	181396
AA ARBOR ACRES & DEVICE	Puerto Rico	6746
AA ARBOR ACRES & DEVICE	Romania	2R/7786
AA ARBOR ACRES & DEVICE	Russian Federation	40144
AA ARBOR ACRES AND DEVICE	Rwanda	1259/CRK
AA ARBOR ACRES & DEVICE	Sabah-Malaysia	17826
AA ARBOR ACRES & DEVICE	Sarawak-Malaysia	13138
AA ARBOR ACRES & DEVICE	Saudi Arabia	18/58
AA ARBOR ACRES & DEVICE	Sierra Leone	10533
AA ARBOR ACRES & DEVICE	Singapore	37508
AA ARBOR ACRES & DEVICE	Slovenia	6980626
AA ARBOR ACRES & DEVICE	Slovak Republic	160044
ARBOR ACRES	South Africa	71/0612
ARBOR ACRES	South Africa	71/0611

Trademark	Country	App. No. or Reg. No.
AA ARBOR ACRES & DEVICE	South Africa	71/0616
AA ARBOR ACRES & DEVICE	South Africa	71/0615
AA ARBOR ACRES & DEVICE	Spain	878436
AA ARBOR ACRES & DEVICE	Spain	337387
ARBOR ACRES	Spain	399345
ARBOR ACRES & DEVICE	Sri Lanka	27044
AA ARBOR ACRES & DEVICE	Sudan	16295
AA ARBOR ACRES & DEVICE	Suriname	9107
AA ARBOR ACRES & DEVICE	Swaziland	82/1975/SA
ARBOR ACRES	Sweden	102585
AA ARBOR ACRES & DEVICE	Sweden	103307
ARBOR ACRES	Switzerland	341000
AA ARBOR ACRES & DEVICE	Switzerland	341168
AA ARBOR ACRES & DEVICE	Syria	16548/15631
AA ARBOR ACRES & DEVICE	Taiwan	27397
AA ARBOR ACRES & DESIGN	Taiwan	650138

Trademark	Country	App. No. or Reg. No.
ARBOR ACRES	Taiwan	13746
AA ARBOR ACRES & DEVICE	Tanzania (Tanganyika)	14345
ARBORACRES	Thailand	40501/23749
AA ARBOR ACRES & DEVICE	Thailand	45318/70376
AA ARBOR ACRES & DEVICE	Trinidad & Tobago	8815
AA ARBOR ACRES & DEVICE	Tunisia	EE.88.209
AA ARBOR ACRES & DEVICE	Turkey	93236
AA ARBOR ACRES & DEVICE	Uganda	12490
AA ARBOR ACRES & DEVICE	United Arab Emirates	5377
AA ARBOR ACRES & DEVICE	United Arab Emirates	7786
AA ARBOR ACRES & DESIGN	Ukraine	5203
AA ARBOR ACRES & DEVICE	Uruguay	233055
YIELD MASTER & DESIGN	USA	1903739
ARBOR ACRES (stylized)	USA	708576
AA ARBOR ACRES & DEVICE	USA	713316
FSY	USA	2099855

Trademark	Country	App. No. or Reg. No.
AA ARBOR ACRES & DESIGN	Uzbekistan	1798
ARBOR ACRES	Venezuela	5003/D
AA ARBOR ACRES & DEVICE	Venezuela	171.574-F
AA ARBOR ACRES & DEVICE	Venezuela	36961-A
AA ARBOR ACRES & DESIGN	Vietnam	10076
ARBOR ACRES	Vietnam	9446
AA ARBOR ACRES & DEVICE	Yemen (South)	3584
AA ARBOR ACRES & DEVICE	Yugoslavia	20043
AA ARBOR ACRES & DEVICE	Zaire	1842/C
ARBOR ACRES	Zambia	83/71
AA ARBOR ACRES	Zambia	313/67
AA ARBOR ACRES & DEVICE	Zanzibar	249/71
AA ARBOR ACRES & DEVICE	Zimbabwe	464/67
ARBOR ACRES	Zimbabwe	490/60

SCHEDULE B

Title	Patent No.
Method for the Microaerosol Fumigation of Newly Hatched Poultry	5,868,998

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Arbor Acres Farm, Inc., a corporation of the State of Delaware having an office at 439 Marlborough Road, P.O. Box 6501, Glastonbury, Connecticut 06033 ("Arbor Acres"), to the best of its information and belief is the owner of the entire right, title and interest in and to certain Intellectual Property (as hereinafter defined) related to the Business, as defined in the Asset Purchase Agreement, dated as of December 31, 2000 (the "Business Intellectual Property"), including but not limited to the trademark applications and registrations identified in the accompanying Schedule A and the patents identified in the accompanying Schedule B,

WHEREAS Aviagen Inc., a corporation of the State of Delaware, having an office at 5015 Bradford Drive, Huntsville, Alabama 35805 ("Aviagen"), is desirous of acquiring all right, title and interest in and to all Business Intellectual Property owned by Arbor Acres, including but not limited to the Intellectual Property identified in Schedules A and B, together with that part of the goodwill of the business connected with the use of and symbolized by the trademarks identified in Schedule A,

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Arbor Acres and Aviagen agree as follows:

1. Arbor Acres hereby sells, assigns, transfers, and conveys unto Aviagen, its entire right, title and interest throughout the world in and to trademarks, including but not limited to those identified in Schedule A ("Trademarks"), together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks, together with all translations, adoptions, derivations, and combinations of the

Trademarks, and together with the right of Aviagen to sue in its own name and for its own benefit for any infringements of the Trademarks which occurred prior to the date of this assignment.

2. Arbor Acres further agrees that any trademark registrations which issue on Trademarks which are trademark applications and which may not be fully sold, assigned, transferred, and conveyed at the present time shall be sold, assigned, transferred, and conveyed to Aviagen Inc. immediately upon issuance, together with that part of the goodwill of the business connected with the use of and symbolized by those Trademarks.

3. Arbor Acres hereby sells, assigns, transfers, and conveys unto Aviagen Inc., its entire right, title and interest throughout the world in, to and under patents and patent applications, including but not limited to those identified in Schedule B ("Patents"), and the underlying inventions described therein, and all divisions, renewals, reissues, continuations and continuations-in-part thereof, and all patents which may be granted thereon, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Arbor Acres in all matters related thereto.

4. Arbor Acres hereby sells, assigns, transfers, and conveys unto Aviagen its entire right, title and interest throughout the world in and to any Business Intellectual Property of Arbor Acres not assigned under paragraphs 1 and 3 herein, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Arbor Acres in all matters related thereto.

5. Arbor Acres further agrees to take such further action and execute upon the request of Aviagen such additional documents as are necessary to continue, secure,

defend, register, and otherwise give full effect to and to perfect all rights of Aviagen under this Intellectual Property Assignment, including but not limited to any and all documents necessary to register in the name of Aviagen the assignment of each Trademark and Patent.

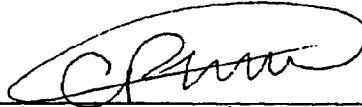
6. Arbor Acres hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States (and, as applicable, the Commissioner of Copyrights of the United States), and each sovereign official holding a corresponding position of authority in any country within which Arbor Acres has Intellectual Property applications and registrations, to issue and to record the title of Aviagen as owner of all right, title, and interest in and to such applications and registrations identified in Schedules A and B, and as applicable, in and to any other Intellectual Property assigned under this Intellectual Property Assignment.

"Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereon, and all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith, (d) all mask works and all applications, registrations and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and

cost information and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all other proprietary rights, (h) all copies and tangible embodiments of the foregoing (in whatever form or medium) and (i) all licenses or agreements in connection with the foregoing.

In testimony whereof, Arbor Acres has signed below, by its duly authorized legal representative, on this 31st day of December, 2000.

ARBOR ACRES FARM, INC.



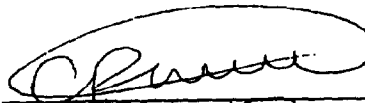
Name: C.P. Hill

Title: CFO / VP Finance

ACKNOWLEDGMENT

On behalf Aviagen Inc., I hereby acknowledge receipt of assignment -- for good and valuable consideration -- of the Business Intellectual Property of Arbor Acres including but not limited to the Intellectual Property identified in Schedules A and B.

AVIAGEN INC.



Name: ~~CP Hill~~ CPHill

Title: CFO / Senior VP Finance

NOTARY: *Kenneth S. Browd*

KENNETH S. BROWD
Notary Public, State of New York
No. 01BR5071818
Qualified in Kings County
Commission Expires January 21, 2003

STATE OF NEW YORK
COUNTY OF NEW YORK

Sworn to before me this
31st day December 2000.