

09-07-2001

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To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof

1. Name of conveying party(ies):

The Snider Financial Group Inc.  
Participation Holdings Limited

8-21 d

- Individual(s)       Association
- General Partnership     Limited Partnership
- Corporations-State    Ontario, Canada
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name: Vetrepharm Inc.

Internal Address: \_\_\_\_\_

Street Address: 231 Dundas Street East

City: Belleville State: ON ZIP: K8N 5C2

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Ontario, Canada
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (not applicable)

(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: Effective as of September 19, 1996

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

A. Trademark Application No.(s):

B. Trademark No.(s):

1,621,995

Additional numbers attached?  Yes  No

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

Name: **D. Michael Bean**

Internal Address: **GOWLING LAFLEUR HENDERSON LLP**

Street Address: **50 Queen Street North  
Suite 1020  
Kitchener, Ontario  
Canada N2H 6M2**

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3:41) ..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: **501613**

DO NOT USE THIS SPACE



08-21-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #73

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.

D. Michael Bean  
Name of Person Signing

Signature

August 20, 2001  
Date

Total number of pages comprising cover sheet: 1

## ASSIGNMENT OF INTELLECTUAL PROPERTY

**TO: VETREPHARM INC. and  
VETREPHARM RESEARCH INC.**

**WHEREAS**, pursuant to Section 4.3(k) of a Trust Indenture (the "Trust Indenture") dated September 19, 1996 between Vetrepharm Animal Health Inc, Vetrepharm Canada Inc., Vetrepharm Research Inc., The Snider Financial Group Inc. and Participation Holdings Limited, on the same date Vetrepharm Inc. and Vetrepharm Research Inc. executed an Assignment of Intellectual Property in favour of The Snider Financial Group Inc. and Participation Holdings Limited with respect to the patents and trade-marks, particulars of which were set out in Schedule A to that Agreement, excluding those items naming William Ragland as Patentee/Applicant thereof (the "Intellectual Property");

**AND WHEREAS** all of the parties to the Assignment of Intellectual Property, namely, Vetrepharm Inc., Vetrepharm Research Inc., The Snider Financial Group Inc. and Participation Holdings Limited (the "Parties") had intended that the Intellectual Property serve only as collateral security for the payments, obligations and liabilities referenced therein;

**AND WHEREAS** the Parties only intended that the ownership of the Intellectual Property be transferred at a later date in the event that there was to be default under the Trust Indenture;

**AND WHEREAS** in order to confirm the original intention of the Parties with respect to the meaning and effect of the Assignment of the Intellectual Property, The Snider Financial Group Inc. and Participation Holdings Limited hereby confirm the assignment of the Intellectual Property (attached as Schedule "A" hereto) back to Vetrepharm Inc. and Vetrepharm Research Inc., as the case may be, together with the goodwill associated therewith, effective September 19, 1996.

**NOW THEREFORE** in consideration of the premises, each of The Snider Financial Group Inc. and Participation Holdings Limited ("Assignors") confirm the assignment back and transfer to Vetrepharm Inc. and Vetrepharm Research Inc. ("Assignees"), as the case may be, all right, title and interest which they have in or to the Intellectual Property and the goodwill associated therewith and all research materials, data, records, electronic information, formulae, programs, access codes, software, storage disks, evidence of ownership and other documents, instruments and assurances pertaining or related thereto.

Each of the Assignors undertakes and agrees to execute and deliver in favour of the Assignees such further and other assurances as may be necessary to give effect to this

assignment, including such recordation as may be required to validly and effectively record this assignment in the applicable offices and registries wheresoever located.

The Assignors jointly and severally warrant and represent to the Trustees that they are the absolute owners of the Intellectual Property free and clear of all mortgages, charges, liens, pledges, hypothecations, assignments, security interests or encumbrances and that they have full power and authority to transfer and assign it as herein provided.

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The undersigned parties have duly executed this Assignment effective September 19, 1996.

**THE SNIDER FINANCIAL GROUP INC.**

Per:

Name:  TED SNIDER

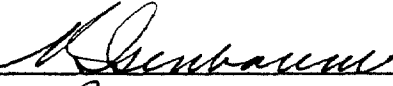
c/s

Position: PRESIDENT

Date: April 10/01

**PARTICIPATION HOLDINGS LIMITED**

Per:

Name: 

c/s

Position: President

Date: Mar. 27. 2001

