

10-24-2001

Attorney Docket No. PHSC.88103

FORM PTO-1594



EET

U.S. DEPT. OF COMMERCE

PATENT AND TRADEMARK OFFICE

101884302

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Merial AH, Inc.
- Individual(s) - Association
- General Partnership - Limited Partnership
X Corporation--State of Delaware
- Other:

10/04/01

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

3. Nature of Conveyance:
X Assignment - Merger
- Security Agreement - Change of Name
- Other:

Execution Date: February 28, 2000

2. Name and address of receiving party(ies):
Name: Phoenix Scientific, Inc.
Internal Address: P.O. Box 8039-64508
Street Address: 3915 South 48th Street Terrace
City: St. Joseph State: Missouri Zip: 64503

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
X Corporation--State of Delaware
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: - Yes X No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? - Yes X No

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

A. Trademark Application No(s):

B. Trademark Registration No(s): 863,824;

Additional numbers attached? - Yes X No

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

Name: Susan J. Wharton
Internal Address: Shook, Hardy & Bacon L.L.P.
One Kansas City Place
Street Address: 1200 Main Street
City: Kansas City
State: Missouri
Zip: 64105-2118

6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41) \$25.00

X Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No.: 19-2112
(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.

Susan J. Wharton

10/1/01

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

10/23/2001 JJALLAW2 00000023 192112 863824
01 FC:481 15.00 CH 25.00 DP

FEB. 28. 2000 12:22PM MERIAL BIO DIVISION

NO. 003 P. 1/21

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") made as of February 28, 2000, by and between Merial AH, Inc., a Delaware corporation ("Assignor"), and Phoenix Scientific, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of January 20, 2000 (the "Agreement"), providing among other things for the execution and delivery of documents as reasonably requested by Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in, to and under the trademarks set forth on Schedule A (the "Assigned Marks") and the goodwill with which they are associated and which is symbolized by the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer and deliver to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Assigned Marks throughout the world, any and all registrations and applications for registration thereof, and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all liens; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements or other unauthorized use of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby agrees that it shall and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee or its successors or assigns or their legal representatives, such additional instruments, documents, conveyances and assurances and take such other actions as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in the Agreement and this Assignment and render effective the consummation of the transactions contemplated hereby and thereby.

All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference. Nothing contained herein shall be deemed to modify, direct, expand or amend any

TRADEMARK

REEL: 002387 FRAME: 0298

FEB. 28. 2000 12:23PM MERIAL BIO DIVISION

NO. 869 P. 8/21

of such representations and warranties or rights and remedies of any Assignor or Assignee under the Agreement.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the United States in respect of trademark issues and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

FEB. 28. 2000 12:23PM

MERIAL BIO DIVISION

NO. 869

P. 9/21

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

MERIAL AH, INC.

By:



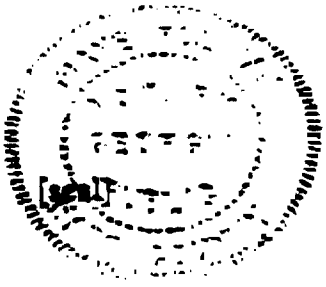
**Don Hildebrand
President**

FEB. 28. 2000 12:23PM Merial Bio Division

NO. 865 P. 10/21

STATE OF Georgia)
COUNTY OF Hart) ss.:

On this 28th day of February, 2000, before me personally came Don Hildebrand to me known, who being by me duly sworn, did depose and say that he resides at 115 Transtech Dr. Athens, GA; that he is the President of Merial AH, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Diana Pullian
Notary Public

Notary Public, Hart County, Georgia
My Commission Expires Sept. 23, 2008

FEB. 28. 2000 12:23PM MERIAL BIO DIVISION

M. 809 P. 11/61

SCHEDULE AUnited States Trademarks

<u>TRADEMARK</u>	<u>SERIAL/ REGISTRATION NUMBER</u>
IVS-1830	73003744/0991098
Kal-K-Dex	73003612/0991094
Magnadex	73003611/0991093
Multisol	72385587/0941285
Oxyshot LA	74316564/1931878
Sanocath	74232260/1910731
Spectam	72280753/0863824
Spectam Scour-Halt*	72280753/0863824
Praziject (Abandoned)	75159819-Abandoned

* Not a registered trademark Re: Spectam