

05-21-2002

4.75.02

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



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner o

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ched original documents or copy thereof.

1. Name of conveying party(ies):

Immtech Holdings, LLC, Immtech Biosciences, LLC,
Immtech, LLC, Immtech Biologics, LLC, Custom
Biologics, LLC, Biosciences Consulting, LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 4, 2002

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

Name: Novartis Animal Health, Inc

Internal Address: Postfach Mattenstrasse 22

Street Address: CH-4002

City: Basel Country Switzerland

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnersh
- Corporation- Switzerland State
- 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

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

A. Trademark Application No.(s) 76/363820, 76/363819 see attached

B. Trademark Registration No.(s) 2170254, 2445673 see attached

Additional numbers attached? Yes No

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

Name: Mary F. Leheny

Internal Address: c/o Patent and Trademark Department

Novartis Pharmaceuticals Corporation

Street Address:

564 Morris Avenue

City: Summit State: NJ Zip: 07901-1027

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41)\$

240.00

- 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.

Mary F. Leheny

Name of Person Signing

Mary F. Leheny

Signature

April 25, 2002

Date

Total number of pages including cover sheet, attachments, and document: 16

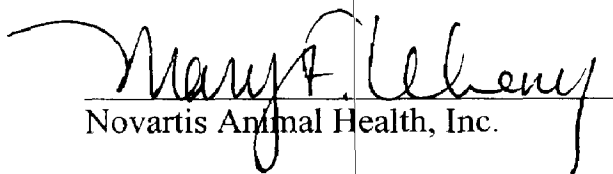
05/20/2002 LMUELLER 00000286 500430 76363820

01 FC:481 40.00 CH
02 FC:482 200.00 CH

TRADEMARK
REEL: 002509 FRAME: 0929

Designation of Domestic Representative

Novartis Animal Health, Inc. hereby designates Mary F. Leheny, Novartis Pharmaceuticals Corp., 564 Morris Avenue, Summit, New Jersey 07901 as its domestic representative on whom process or notices of proceedings affecting the trademark registration set forth below may be served. It is requested that the Patent and Trademark Office direct all correspondence and telephone calls relative to this registration to: Mary F. Leheny, Novartis Pharmaceuticals Corp., 564 Morris Avenue, Summit, New Jersey 07901, telephone (908) 522-6928.


Novartis Animal Health, Inc.

Trademark

IMMTECH

Registration No.

2,170,254

Schedule A

Trademark	Registration or Application Number
IMMTECH	Reg. No. 2170254
IMMTECH and Design	Reg. No. 2445673
SUPRIMM	Reg. No. 2173724
FUSOGARD	Reg. No. 2401672
COLIMAST J5	Serial No. 76/363820
FUSOMAST	Serial No. 76/363819
M-HYOGARD	Serial No. 76/207687
MYCOFLU	Serial No. 76/197420
SPIROGARD	Serial No. 76/314572

EXECUTION COPY

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of January 4, 2002, is made and entered into by and among IMMTECH HOLDINGS, LLC, a Kansas limited liability company ("ImmTech Holdings"), IMMTECH BIOSCIENCES, LLC, a Kansas limited liability company ("ImmTech Biosciences"), IMMTECH, LLC, a Kansas limited liability company ("ImmTech LLC"), IMMTECH BIOLOGICS, L.L.C., a Kansas limited liability company ("ImmTech Biologics"), CUSTOM BIOLOGICS, LLC, a Kansas limited liability company ("Custom Biologics"), BIOSCIENCES CONSULTING, LLC, a Kansas limited liability company ("Biosciences Consulting"; ImmTech Holdings, ImmTech Biosciences, ImmTech LLC, ImmTech Biologics, Custom Biologics and Biosciences Consulting are collectively referred to herein as the "Sellers") and NOVARTIS ANIMAL HEALTH, INC., a Swiss corporation ("Novartis"). The terms used herein shall have the meanings ascribed to them in the Asset Purchase Agreement and Novartis Animal Health, Inc. (collectively, the "Purchasers") as defined herein shall have the meanings as defined below).

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WHEREAS, the Sellers own all right, title and interest in and to the Owned Intellectual Property set forth on Schedule A and those pending Trademarks set forth on Schedule B attached hereto and the ITU Marks set forth on Schedule C attached hereto;

all right, title and interest in and to the Owned Intellectual Property, (i) the Patents and Trademarks, including the ITU Marks, set forth on Schedules A, B and C;

WHEREAS, the Sellers own all right, title and interest in and to the ITU Marks in connection with the goods and services set forth on Schedule D filed;

ITU Marks in connection with the goods and services set forth on Schedule D in ITU Mark has been filed;

WHEREAS, the Sellers, the Purchasers and Novartis Animal Vaccines, Inc. are parties to that certain Asset Purchase Agreement, dated January 4, 2002 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, the Purchasers agreed to purchase the Business, including (i) all of the Sellers' right, title and interest in and to and the Owned Intellectual Property, (ii) that portion of the Sellers' business in which such Sellers have a bona fide intent to use the ITU Marks, and (iii) any and all goodwill of the business symbolized by the Trademarks; and

WHEREAS, pursuant to Section 2.06 of the Asset Purchase Agreement, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective upon the Closing, the Sellers hereby assign to NAH all of the Sellers' right, title and interest in and to the Owned Intellectual Property, including, without limitation, the Assigned Patents, the Assigned Trademarks (with any and all goodwill of the business symbolized by the Assigned Trademarks), the Assigned Copyrights, and all rights in such Owned Intellectual Property provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

2. No Warranties. Except as expressly provided in the Asset Purchase Agreement, the Sellers make no warranties, express or implied, with respect to the Owned Intellectual Property.

3. Further Assurances. The Sellers shall, at the cost and expense of NAH, take all actions and execute all documents necessary or desirable to record and perfect the interest of NAH in and to the Owned Intellectual Property, and shall not enter into any agreement in conflict with this Assignment.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois applicable to contracts executed in and to be performed in that State. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any Illinois state or federal court sitting in The City of Chicago. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in The City of Chicago for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts. The parties agree that neither party shall bring any action, claim or suit relating to this Agreement or any of the transactions contemplated by this Agreement in any Federal court located in the State of Kansas or the State of Missouri or in any Kansas or Missouri state court.

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Jan 04 02 09:10a ImmTech

IP Assignment

IN WITNESS WHEREOF, each of the Sellers has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

IMMTECH HOLDINGS, LLC

By: [Signature]
Name: Gary A. Anderson
Title: Manager and President

IMMTECH BIOSCIENCES, LLC

By: [Signature]
Name: Gary A. Anderson
Title: Manager and President

IMMTECH, LLC

By: [Signature]
Name: Adrian Liem
Title: Manager and President

IMMTECH BIOLOGICS, L.L.C.

By: [Signature]
Name: Gary A. Anderson
Title: Manager and President

CUSTOM BIOLOGICS, LLC

By: [Signature]
Name: Douglas Stine
Title: Manager and President

BIOSCIENCES CONSULTING, LLC

By: ImmTech Biologics, L.L.C., its sole member
By: [Signature]
Name: Gary A. Anderson
Title: Manager and President