

06-27-2002

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

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TEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies):
IGEN, Inc. 06/20/02

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

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

2. Name and address of receiving party(ies)

Name: Lohmann Animal Health International

Internal Address: _____

Street Address: 2285 E. Landis Avenue

City: Vineland State: NJ ZIP: 08361

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 15 September 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1277814	0981854	1045751
1199266	0982200	1096601
1212909	0982458	0678764

Additional numbers attached? Yes No

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

Name: Ralph A. Loren

Internal Address: Lahive & Cockfield, LLP

Street Address: 28 State Street

City: Boston State: MA ZIP: 02109

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:
12-0080

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.

Ralph A. Loren [Signature] 20 June 2002
 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: Director, Commissioner of Patents and Trademarks, Box Assignment, Washington, D.C. 20231

06/26/2002 6TOM11 00000162 120080 1277814

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

TRADEMARK REEL: 2532 FRAME: 0277

**COMPREHENSIVE ASSIGNMENT OF PROPRIETARY RIGHTS
IN TRADEMARKS AND TRADENAMES**

This ASSIGNMENT OF PROPRIETARY RIGHTS IN TRADEMARKS AND TRADENAMES is made as of September 15, 2000, by IGEN, INC., a Delaware corporation (the "Assignor"), to LOHMANN ANIMAL HEALTH INTERNATIONAL, a Georgia partnership (the "Assignee").

WHEREAS, Assignor is the owner of (i) the trademarks, service marks, design marks and trade names which were registered in, and the trademark applications which were filed with the United States Patent and Trademark Office and the appropriate legal, administrative or regulatory entities in the countries and jurisdictions so indicated and any applications pending therefore, as set forth on Annex A; and (ii) the common-law marks, as set forth on Annex A (together with (i), the "Trademarks").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of June 19, 2000, between the IGI, Inc. and the Assignee (the "Asset Purchase Agreement"), the Assignor, a subsidiary of IGI, Inc., has agreed to transfer to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with certain of the assets held by the Assignor through its Vineland Laboratories division (the "Division") and IGI Brazil, in each case as used in connection with its business (the "Business") of manufacturing, marketing, licensing and selling the poultry vaccines and related equipment described in the Asset Purchase Agreement (collectively, the "Products");

NOW THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

1. Assignor DOES HEREBY CONVEY, TRANSFER AND ASSIGN to Assignee, its successors and assigns forever, all of the right, title and interest, whether statutory or common law, of Assignor in, to or arising under the Trademarks, and any and all renewals and extensions of the Trademarks, together with the goodwill of the Business symbolized by the Trademarks, and the registrations and applications of Trademarks identified on Annex A, as fully and entirely as the same would have been held by Assignor if this Assignment had not been made.


2. Assignor pledges and agrees to provide any such further information and documentation, upon notice by Assignee, as may be necessary to record the assignments effected in paragraphs 1 above in any and all appropriate countries or jurisdictions. Subject to the conditions set forth in the Asset Purchase Agreement, and until the appropriate assignment document is recorded in the particular jurisdiction, Assignor agrees to take any appropriate action or authorize Assignee to take such action in the name of Assignor, in connection with any Trademarks being transferred hereunder, as requested by Assignee. Assignee agrees to indemnify and hold harmless Assignor, its Affiliates (as such term is defined in the Asset Purchase Agreement), their respective officers, directors, employees and agents from and against any and all Losses (as such term is defined in the Asset Purchase Agreement), based upon, arising out of, or resulting from such action.

3. This Assignment is made pursuant to, and subject to the terms of, the Asset Purchase Agreement. To the extent of a conflict between the provisions of this Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment

to be executed as of the 15th day of September, 2000.

IGEN, INC.

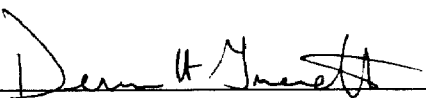
By: 
Name: RON BANIOR
Title: SECRETARY

[CORPORATE SEAL]

Witness:

C. Morgan

LOHMANN ANIMAL HEALTH INTERNATIONAL

By: 
Name: Dennis H. Guerrette
Title: Vice President

[CORPORATE SEAL]

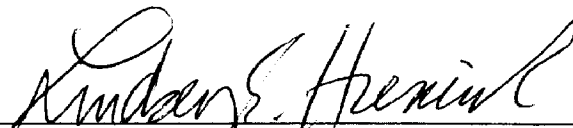
Witness:

Claudia Morgan

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 15th day of September, 2000, before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Robert E. McDaniel to me personally known, who stated that he/she is the Secretary of Igen, Inc., and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he/she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this 15th day of September, 2000.



Notary Public

LINDSEY E. HUENINK
Notary Public, State of New York
No. 31-602998
Qualified in New York Court
Commission Expires 8-10-2001

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 15th day of September, 2000, before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Dennis H. Guerrette to me personally known, who stated that he/she is the Vice President of Lohmann Animal Health International, and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he/she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this 15th day of September, 2000.



Notary Public

LINDSEY E. HUENINK
Notary Public, State of New York
No. 31-6029366
Qualified in New York County
Commission Expires 8-16- 2001

Annex A

Trademarks (Applications and Registrations)

<u>MARK</u>	<u>COUNTRY</u>	<u>DATE OF REG./ APPLN.</u>	<u>DATE OF EXPIRATION</u>	<u>REG./ SERIAL NO.</u>	<u>CLASS</u>	<u>DESCRIPTION OF GOODS/SERVICES</u>
VINELAND	U.S.	Registered 5/15/84	5/15/04	1277814	5	Veterinary vaccine for prevention of bursal disease in poultry
VI BURSA-K	US	Registered (6/29/82)	6/29/02	1199266	5	Veterinary vaccine for prevention of bursal disease in poultry
VINCO	US	Registered (10/19/82)	10/19/02	1212909	5	
VI UNI-BRONC	US	Registered (4/9/74)	4/19/04	0981854	5	Pharmaceutical veterinary & sanitary preparations; dietetic
VI BANCO	US	Registered (4/16/74)	4/16/0	0982200	18	
VI SO-BRONC	US	Registered (4/23/74)	4/23/04	0982458	18	
VI MARK	US	Registered (8/10/96)	8/10/06	1045751	5	Pharmaceutical veterinary & sanitary preparations; dietetic
VI MARK	US	Registered (7/18/78)	7/18/08	1096601	10	Surgical, medical, dental & veterinary apparatus & instruments
VINELAB	US	Registered (5/19/59)	5/19/09	0678764	18	Veterinarian preparations, namely hormone pellets & liquid piperazine