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Form PTO-1594

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(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings → → → ▼

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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):

Teva Pharmaceuticals USA, Inc.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: May 20, 2003

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

Name: Delmarva Laboratories, Inc.

Internal Address: Suite 106

Street Address: 1500 Huguenot Road

City: Midlothian State: VA Zip: 23113

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State VA  
☐ 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,686,993

Additional number(s) attached ☐ Yes ☒ No

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

Name: Dara McLeod

Internal Address: Cantor Arkema, P.C.

Street Address: 823 East Main Street

Post Office Box 561

City: Richmond State: VA Zip: 23218

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:

(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.

Dara McLeod

Name of Person Signing

Dara J. McLeod

Signature

7-31-03

Date

Total number of pages including cover sheet, attachments, and document: 3

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

08/06/2003 ECDPER 00000192 1606993

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TRADEMARK  
 REEL: 002796 FRAME: 0477

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "**Agreement**"), is made this 20 day of May, 2003, by and between Teva Pharmaceuticals USA, Inc., a Delaware corporation ("**Assignor**"), and Delmarva Laboratories, Inc., a Virginia corporation ("**Assignee**").

WHEREAS, Assignor is owner of the mark BIOMOX®, including U.S. Trademark Registration No. 1,686,993, used in connection with "veterinary preparations for the treatment of diseases in animals" (the "**Mark**"); Assignor adopted and began using the Mark at least as early as April 1990; and Assignor has continuously used the Mark since April 1990 in interstate commerce throughout the United States;

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to the Mark and all goodwill associated therewith, and Assignee wishes to obtain all of Assignor's right, title and interest in and to the Mark and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee its entire right, title and interest in and to the Mark and the goodwill associated therewith, including the right to sue, counterclaim and recover for infringement of the Mark.

1. Assignor will discontinue all use of the Mark in any form on or before the date hereof. Assignor will not challenge or contest in any manner the validity of the Mark, nor will Assignor challenge or contest Assignee's use or registration of the Mark in any form, in connection with any goods and services.

2. Simultaneously with the execution of this Agreement, Assignor will provide Assignee with documents showing use of the Mark, including documents which show the date of first use of the Mark and specimens for the Mark.

3. Assignor agrees to cooperate with Assignee to secure the assignment of the Mark to Assignee and agrees to execute all documents and to perform such other acts as Assignee or its successors or assigns deem necessary to secure in Assignee all right, title and interest in and to the Mark, or to effectuate and evidence the rights hereby transferred and assigned. Assignor agrees to assist Assignee at Assignee's request and expense in any efforts to enforce Assignee's rights to the Mark against infringement. This Assignment Agreement shall be binding upon the parties, their successors and assigns, and the parties' affiliates and subsidiaries.

IN WITNESS WHEREOF, Assignor has caused this assignment to be signed and executed by the undersigned duly authorized officer on the date and year first written above.

ASSIGNOR:

TEVA Pharmaceuticals USA, Inc.

By: 

Title: J. P. Goss / Goss

ASSIGNEE:

Delmarva Laboratories, Inc.

By: 

Title: PRESIDENT