

08-26-2003

Form PTO-1594
(Rev. 03/01)
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102534186

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

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

1. Name of conveying party(ies):
Pfizer Inc.
235 East 42nd Street
New York, NY 10017

8-20-03

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

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Schering-Plough Veterinary Corp.

Internal Address: _____

Street Address: 12125 Moya Blvd.

City: Reno State: NV Zip: 89056

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Nevada

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) 1/08372
1,108,372 1,001,431

Additional number(s) attached Yes No

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

Name: Charles H. Oppenheimer, Esq.

Internal Address: Legal Department

K-6-1, M-1030

Schering-Plough Corp.

Street Address: 2000 Galloping Hill Rd.

City: Kenilworth State: NJ Zip: 07033

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-0361

(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.

Charles H. Oppenheimer

Name of Person Signing

Charles H. Oppenheimer
Signature

8/19/03
Date

Total number of pages including cover sheet, attachments, and document: 9

08/22/2003 ECDOPER 0000098 190361

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

01 FC:4521 40.00 BA
02X 8522 2500 DA

TRADEMARK

RECORDED 02811 FRAME: 0769

SCHEDULE A

TRADEMARKS*

Amoxi-Mast® Reg. No. 1,108,372

Dariclox® Reg. No. 1,001,431

FB

Assignor is only assigning its rights to these trademarks in the United States.



TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 22, 2003 by and between Pfizer Inc., a Delaware corporation ("Assignor"), and Schering-Plough Veterinary Corporation, a Nevada corporation ("Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

RECITALS:

A. WHEREAS, Assignor is the owner of each of the trademarks set forth on Schedules A (the "Trademarks");

B. WHEREAS, Assignor and Schering-Plough Animal Health Corporation ("Purchaser") entered into that certain Purchase and Sale Agreement dated as of March 14, 2003 (the "Purchase Agreement"), pursuant to which Purchaser agreed to purchase the Purchased Assets from Assignor, including all of Assignor's rights to the Trademarks in the United States; and

C. WHEREAS, pursuant to Section 10.3 of the Purchase Agreement, Purchaser has assigned to Assignee its right to acquire Assignor's rights, title, and interest in and to the Trademarks, and any applications and/or registrations for the Trademarks, in the United States.

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

1. Assignment. Assignor hereby assigns to Assignee the following: (a) all of Assignor's rights, title, and interest in and to the Trademarks, and any applications and/or registrations for the Trademarks, in the United States, (b) the right to sue for past, present and future infringement of the Trademarks, and (c) the goodwill of the business symbolized by the Trademarks.

2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to permit the Assignee to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

3. Miscellaneous.

(a) Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

(b) Choice of Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York (without regard to the conflict of laws rules thereof).

TRADEMARK

RE: 002811 FRAME: 0771



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly and properly executed as of the date and year first above written.

PFIZER INC.

By: John F. Bronzo
Name: JOHN F. BRONZO
Title: ASSISTANT GENERAL COUNSEL

SCHERING-PLOUGH VETERINARY
CORPORATION

By: _____
Name:
Title:



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly and properly executed as of the date and year first above written.

PFIZER INC.

By: _____
Name:
Title:

SCHERING-PLOUGH VETERINARY
CORPORATION

By: Raul E. Kohan
Name: Raul E. Kohan
Title: President

LEGAL REVIEW
JBD

TRADEMARK

REEL: 002811 FRAME: 0773

SCHEDULE A

TRADEMARKS*

Amoxi-Mast® Reg. No. 1,108,372

Dariolox® Reg. No. 1,001,431



* Assignor is only assigning its rights to these trademarks in the United States.