

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lextron, Inc.		04/16/2004	CORPORATION: COLORADO

RECEIVING PARTY DATA	
Name:	Webster Veterinary Supply, Inc.
Street Address:	1031 Mendota Heights Road
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55120
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2331438	PRO VET
Registration Number:	2035152	PRO VET
Registration Number:	2020531	PRO VET

CORRESPONDENCE DATA	
Fax Number:	(612)977-8650
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-977-8400
Email:	sbourdaux@briggs.com
Correspondent Name:	Sarina Bourdaux
Address Line 1:	80 South Eighth Street; 2200 IDS Center
Address Line 4:	Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Sarina Bourdaux
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Total Attachments: 3 source=Trademark Agreement_1#page1.tif source=Trademark Agreement_2#page1.tif source=Trademark Agreement_3#page1.tif

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TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS ASSIGNMENT (this "**Assignment**") dated as of the 16th day of April, 2004, is from **LEXTRON, INC.**, a Colorado corporation (hereinafter "**Assignor**"), to **WEBSTER VETERINARY SUPPLY, INC.**, a Minnesota corporation (hereinafter "**Assignee**"), pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee, entered into of even date..

RECITALS

A. Assignor is the owner of record of those U.S. trademark and service mark registrations, listed on Exhibit A, including the goodwill associated therewith; and

B. The parties desire that Assignee own the entire right, title and interest in and to the trademark and services mark registrations listed on Exhibit A attached hereto, including the goodwill associated therewith.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration paid to Assignor by Assignee, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the trademark and service mark registrations identified in Exhibit A attached hereto, along with the goodwill associated therewith, and further including, but not limited to, the right to sue and recover for past damages, said Assignment to be effective as of the date hereof.

Assignor hereby agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as the owner of record of the applied for and registered trademarks and service mark as listed in Exhibit A.

Assignor further agrees, at the request of the Assignee and without charge or cost to Assignee, to execute and have executed any and all other documents of any kind whatsoever, and to provide any information that is in Assignor's possession or under its control that may be reasonably required to carry out the terms and intent of this Assignment; and to fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of Assignment with the United States Patent and Trademark Office so that Assignee's ownership of the assigned trademark and service mark registrations are duly made of record in the United States.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date first written above.

LEXTRON, INC.

By RC Hummel
Its Chairman / CEO

STATE OF Colorado)
) ss.
COUNTY OF Weld)

On this 16th day of April, 2004, before me personally appeared RC Hummel, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

Bonnie Kay Souder
Notary Public
Commission Expires 4/21/2007

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

**EXHIBIT A
TO
ASSIGNMENT OF TRADEMARKS**

MARK	U.S. SERIAL NUMBER & FILING DATE	REGISTRATION NUMBER & REGISTRATION DATE	OWNER (REGISTRANT)
PRO VET (Service Mark)	75560444 September 28, 1998	2331438 March 21, 2000	Lextron, Inc. P.O. Box BB 630 O Street Greeley CO 80632
PRO VET (Trademark)	75000771 October 2, 1995	2035152 February 4, 1997	Lextron, Inc. P.O. Box BB 630 O Street Greeley CO 80632
PRO VET (Trademark)	75000770 October 2, 1995	2020531 December 3, 1996	Lextron, Inc. P.O. Box BB 630 O Street Greeley CO 80632