

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aviagen Inc.		02/22/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Arbor Acres Farm, Inc.		
Street Address:	439 Marlborough Road		
City:	Glastonbury		
State/Country:	CONNECTICUT		
Postal Code:	06033		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78489395	NICHOLAS	
Registration Number:	2228992	NICHOLAS	
CORRESPONDENCE DATA			
Fax Number:	(512)536-4598		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512.474.5201		
Email:	aotrademark@fulbright.com		
Correspondent Name:	Shannon T. Vale		
Address Line 1:	600 Congress Ave., Suite 2400		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	L. Alison Davis		
Signature:	/L. Alison Davis/		
Date:	03/03/2005		

OP \$65.00 78489395

Total Attachments: 2

900020648

**TRADEMARK
 REEL: 003038 FRAME: 0148**

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USA

ASSIGNMENT OF TRADE MARKS

THIS ASSIGNMENT is made this ~~22ND~~ day of ~~FEBRUARY~~ 2005.

BETWEEN

1. Aviagen, Inc. of 5015 Bradford Drive, Huntsville, Alabama, U.S.A.
(hereinafter referred to as "the Assignor")

AND

2. Arbor Acres Farm, Inc of Marlborough Road, Glastonbury, Connecticut, U.S.A.
(hereinafter referred to as "the Assignee")

WHEREAS

- A. The Assignor is the proprietor of United States Trade Marks particulars of which are set out in the Schedule hereto (hereinafter referred to as "the Trade Marks"); and
- B. The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out below and to execute this assignment

IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the sum of £1.00 now paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged) the Assignor **HEREBY ASSIGNS AND CONVEYS** unto the Assignee all property, right, title and interest, including the right to sue for past infringements and to continue with any ongoing disputes, in the in the said Trade Marks including the goodwill symbolised by and attached to the said Trade Marks.
- 2. The Assignor warrants that it has good claim to be the proprietor of the said Trade Marks and is not aware of any claim which may affect the validity of the said Trade Marks nor has charged or encumbered the same.
- 3. The Assignor further covenants to execute all documents, papers, forms and authorisations and depose to swear all declarations or oaths which may be necessary for securing, completing or absolutely vesting full right, title and interest to the said Trade Marks.

IN WITNESS whereof the parties hereto have set their hands the day and year first above written

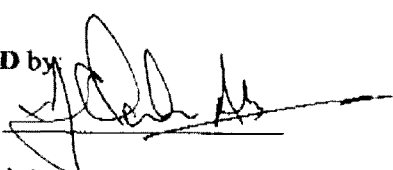
SIGNED by:

Signed: 

Name: J. C. AMBROSE

Position: ~~HEAD OF AVIAGEN MARKETING~~
(AUTHORISED SIGNATORY)
For and on behalf of the Assignor

SIGNED by:

Signed: 

Name: J. C. AMBROSE

Position: ~~HEAD OF AVIAGEN MARKETING~~
(AUTHORISED SIGNATORY)
For and on behalf of the Assignee

SCHEDULE

<u>Trade Mark</u>	<u>Registration/Application Number</u>	<u>Class/es</u>
NICHOLAS logo	- 78/489395	31
NICHOLAS logo	2228992/75-483110	31