TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/01/1994

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MALLINCKRODT VETERINARY, INC.		08/01/1994	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BOEHRINGER ANIMAL HEALTH, INC.
Street Address:	2621 North Belt Highway
City:	St. Joseph
State/Country:	MISSOURI
Postal Code:	64506
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0849292	EQUI-FLU
Registration Number:	1255793	STREPVAX

CH $65.00 0849292

CORRESPONDENCE DATA

Fax Number: (203)798-4866
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 203-798-4866
Email: intprop@rdg.boehringer-ingelheim.com
Correspondent Name: Mary-Ellen M. Devlin
Address Line 1: 900 Ridgebury Road
Address Line 4: Ridgefield, CONNECTICUT 06877

ATTORNEY DOCKET NUMBER:	EQUI-FLU&STREPVAX
NAME OF SUBMITTER:	Mary-Ellen M. Devlin

Signature:	/Mary-Ellen M. Devlin/
Date:	11/21/2006

Total Attachments: 12
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EQUINE VACCINE LICENSE AGREEMENT

This Agreement, effective as of August 1, 1994 is by and between MALLINCKRODT VETERINARY, Inc., a corporation of the state of Delaware having a principal place of business at 421 East Hawley Street, Mundelein, Illinois on behalf of itself and its wholly owned subsidiary, Coopers Animal Health, Inc.(hereinafter "LICENSOR") and BOEHRINGER INGELHEIM ANIMAL HEALTH, INC., a corporation of the state of Delaware having a principal place of business at 2621 North Belt Highway, St. Joseph, Missouri (hereinafter "LICENSEE").

WHEREAS, LICENSOR has certain technology, including trade secrets and know-how, relating to manufacture, use and marketing of vaccines for prevention or treatment of equine diseases;

WHEREAS, LICENSEE is in the business of developing and marketing animal health products;

WHEREAS, LICENSEE desires to obtain a license to LICENSOR'S technology in order to manufacture, use and market equine vaccines;

WHEREAS, LICENSOR is willing to grant LICENSEE a license to LICENSOR's technology for purposes of manufacturing, using and marketing equine vaccines;

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO STIPULATE AND AGREE AS FOLLOWS:

1.0. DEFINITIONS

A. "LICENSOR" shall mean MALLINCKRODT VETERINARY, INC., and its Affiliates.

B. "LICENSEE" shall mean BOEHRINGER INGELHEIM ANIMAL HEALTH, INC. and its Affiliates.

C. "Affiliates" shall mean a company or other entity controlling, controlled by, or under common control with the relevant party, where "control" shall mean direct or indirect control by ownership or otherwise of more than fifty percent (50%) of the outstanding voting shares or similar measure of control.

D. "Agreement" shall mean this License Agreement and all exhibits attached hereto.

E. "Effective Date" shall mean August 1, 1994

F. "Licensed Products" shall mean:

1. Equine Influenza Vaccine, Killed Virus (presently sold by LICENSOR under APHIS license #1505-20); and

2. Equine Encephalomyelitis Vaccine; Eastern, Western, Venezuelan Strains; Killed Virus; (presently sold by LICENSOR under APHIS license # 1485-33); and

3. Equine Encephalomyelitis Vaccine; Eastern, Western, Venezuelan Strains; Killed Virus; Tetanus Toxoid (presently sold by LICENSOR under APHIS license #4865-23); and

4. Equine Influenza Vaccine, Killed Virus; Equine Encephalomyelitis Vaccine, Eastern and Western Strains, Killed Virus; Tetanus Toxoid (presently sold by LICENSOR under APHIS license #4835-20); and

5. Equine Influenza Vaccine, Killed Virus; Equine Encephalomyelitis Vaccine, Eastern, Western and Venezuelan Strains, Killed Virus; Tetanus Toxoid (presently sold by LICENSOR under APHIS license # 4875-A0); and

6. Equine Encephalomyelitis Vaccine, Eastern and Western Strains, Killed Virus; Tetanus Toxoid (presently sold by LICENSOR under APHIS license # 4865-20); and

7. Equine S.Equi Bacterin; (presently sold by LICENSOR under APHIS license # 2856-00) under license 107 as such products exist on the date of this Agreement.

G. "Equine Licensed Technology" shall mean exact copies of and access to all processes, manufacturing outlines, research results, research reports applicable to the US registration of the Licensed Products only, production of the Licensed Products, and product registrations for the Licensed Products, master and working seed viruses and bacteria, master and working cell lines quantities of which are referenced in Attachment "A", quality control testing methods including in process controls and product release to market test, antiserums and/or monoclonal antibodies, cell standards utilized in the testing of the Licensed Products, challenge data reports, specifications of components utilized in the manufacture of the Licensed Products, all licenses, permits, product registrations and certificates related to the Licensed Products, all intrinsic know-how in the manufacture and testing of the Licensed Products and their components, knowledge and data of

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adverse complaints i.e, customer complaints regarding the Licensed Products as such exist on the date of execution of this Agreement.

H. "Field" shall mean all animal uses, human or non-human.

I. "Territory" shall mean all countries of the world.

J. "APHIS " shall mean the Animal and Plant Health Inspection Service of the United States Department of Agriculture.

K. "VSM 800.58" shall mean Veterinary Services Memorandum No 800.58, dated December 24, 1984 which defines the procedures the LICENSEE must follow and the documentation the LICENSEE must submit to APHIS for the licensure of a veterinary biological product from the LICENSOR.

2.0 GRANT OF LICENSE TO LICENSEE

A. LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts a royalty free, license to use Equine Licensed Technology in each country of the Territory to develop, use, manufacture, have manufactured, market and sell or have sold products including Licensed Products, for use without the right to sublicense. This license is exclusive for the Equine market in Canada, the United States, its territories and possessions, from January 1, 1995 through December 31, 1999 and non-exclusive for non-equine markets and in any other countries. On January 1, 2000, the exclusive rights shall become non-exclusive. For the avoidance of doubt, the acquisition by Licensor of rights to other products for the Equine market during the period January 1, 1995 through December 31, 1999 shall not violate LICENSEE'S exclusive rights.

B. Nothing contained in this Agreement shall be interpreted as preventing LICENSEE having distributors, salesman or other agents sell products utilizing Equine Licensed Technology.

C. In compliance with VSM 800.58, the LICENSOR hereby agrees to provide the LICENSEE with LICENSOR documented permission and the appropriate documented evidence required by APHIS for the licensure of the Product(s).

D. LICENSOR hereby sells, assigns, transfers and conveys to LICENSEE all rights, title and interest in and to, and to the use of, the trademarks identified in Exhibit "C" hereto for the territory set forth therein and the good will symbolized thereby. LICENSEE shall be responsible for all costs associated with the transfer of the registration therefor.

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3.0 TERM AND TERMINATION

A. This Agreement shall become effective as of the Effective Date and shall remain in effect unless terminated as provided herein.

B. This Agreement may be terminated by LICENSEE in its entirety on its first or any subsequent anniversary date of this Agreement by giving ninety (90) days written notice to LICENSOR.

C. The provisions relating to non-disclosure, improvements, and indemnification shall survive the termination of this Agreement.

4.0 TRANSFER OF KNOW-HOW AND TECHNICAL ASSISTANCE

A. All Equine Licensed Technology which is reduced to a tangible form will be transferred in furtherance of the license granted herein in accordance with a schedule to be set forth on Attachment "B". Any Equine Licensed Technology that can be and has not been reduced to tangible form will be reduced to tangible form and transferred in furtherance of the license granted herein, said transfer to be completed before June 30, 1995. Where there is any Equine Licensed Technology which is intangible and incapable of being reduced to written form, but which is necessary for the manufacture of the Licensed Products, the parties agree to the following:

1. When LICENSEE is ready to begin development of qualifying serials, the LICENSOR will provide reasonable technical assistance to the LICENSEE for a total of thirteen (13) weeks. The weeks do not have to be consecutive but the LICENSEE must provide the LICENSOR with a written estimated schedule of requirements at least sixty (60) days before beginning the development of the qualifying serials: and

2. Any technical assistance in excess of the thirteen (13) weeks will be charged at a rate to be mutually determined at that time; and

3. The LICENSEE will reimburse the LICENSOR for reasonable and customary travel expenses incurred.

In the event that the schedule for transfer of Equine Licensed Technology described above is not met and the parties do not expressly agree in writing as to the extension of such schedule, LICENSEE will be permitted to immediately cease the transfer of any of the untransferred Bovine Licensed Technology licensed to LICENSOR under separate agreements of even date herewith and if resolution is not reached in ninety (90) days, at LICENSEE's option, declare the agreements covering the license to such Bovine Licensed Technology null and void at which time LICENSOR will return all technology previously transferred.

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B. In the event that any of the master seed/cell line or working seed/cell lines provided by the LICENSOR is determined to be non-viable due to negligence or actions of the LICENSOR, the LICENSOR agrees to provide the LICENSEE with replacement seeds and cells, if available. If sufficient seed and cells are not available, or no longer satisfies all USDA requirements, the LICENSOR will be required to provide the LICENSEE with replacement seed and cells which meet all USDA requirements within a reasonable period of time. . In the event that any of the seeds and cells are determined to be non-viable due to negligence or actions of the LICENSEE, the LICENSOR will provide the LICENSEE limited quantities of replacement seed and cells, one time and is willing to provide the LICENSEE with technical assistance , per Paragraph "4.A", to establish seeds and cells in the LICENSEE's facilities. Should it become necessary to ascertain fault, the parties shall negotiate in good faith to resolve the dispute.

5.0 IMPROVEMENTS AND NEW PRODUCTS

Any improvements or new products developed by LICENSEE as a result of applications relating to LICENSOR Equine Licensed Technology shall belong to LICENSEE.

6.0 INDEMNIFICATION

LICENSEE agrees to hold harmless, indemnify and defend LICENSOR from all liabilities, demands, damages, expenses and losses arising out of the manufacture, use, sale or other disposition of Licensed Products by LICENSEE or any party acting on LICENSEE's behalf, or through the use of Equine Licensed Technology by LICENSEE or any party acting on LICENSEE's behalf, provided, however that nothing herein shall be construed to relieve LICENSOR of liability for any negligence or intentional act of such LICENSOR, its agents and employees or breach of any warranties contained herein.

7.0 REPRESENTATIONS AND WARRANTIES

A. LICENSOR represents and warrants that LICENSOR is the owner of the entire right, title and interest in and to the Equine Licensed Technology and has the right to grant the license as described herein and that the grant of such license will not result in a breach of any agreement or other undertaking to which LICENSOR is a party.

B. LICENSOR represents and warrants that LICENSOR has no knowledge as of the Effective Date of this Agreement of any intellectual property, particularly patent applications or issued patents of any third party which may adversely affect any part of this Agreement, the Equine Licensed Technology or the Licensed Products, and specifically has no actual knowledge that practicing the Equine Licensed Technology will constitute an infringement of any patents.

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8.0 INFRINGEMENTS - LICENSED PRODUCTS

A. With respect to Licensed Products sold pursuant to the license granted hereunder or use of Equine Licensed Technology, should LICENSEE be sued by a third party charging infringement of a patent, which infringement results from the use of Equine Licensed Technology or use or sale of Licensed Product under this Agreement, LICENSEE shall promptly notify LICENSOR. LICENSEE may defend at its own expense any such infringement suit and shall pay in the first instance all loss, damage, cost, and expense, including attorney's fees which may be incurred by LICENSEE in connection therewith or in settlement thereof. LICENSOR shall cooperate fully at its own expense in any such suit. If LICENSEE should decide to settle any such suit, it shall notify LICENSOR and LICENSOR shall have the opportunity, but not the obligation, to assume the prosecution of the suit and assume complete responsibility for all subsequent expenses.

B. LICENSOR will not restrict, limit or protest the manufacture, assembly, distribution, sale or use of Licensed Products or use of Equine Licensed Technology in any foreign country or the manufacture, assembly and importation of Licensed Products from any foreign country.

C. LICENSOR hereby waives any claims it might have that the use of Equine Licensed Technology or manufacture or sale of Licensed Products infringes any patent(s) held by the LICENSOR relating to the Equine Licensed Technology or Licensed Products.

9.0 COMMUNICATIONS

All communications sent from LICENSEE to LICENSOR regarding this Agreement shall be addressed to:

VICE-PRESIDENT, STRATEGIC MANAGEMENT
MALLINCKRODT VETERINARY, INC.
421 EAST HAWLEY STREET
MUNDELEIN, ILLINOIS 60060
Fax #: 709-949-2367

All communications sent from LICENSOR to LICENSEE regarding this Agreement shall be addressed to:

PRESIDENT
BOEHRINGER INGELHEIM ANIMAL HEALTH, INC
2621 NORTH BELT HIGHWAY
ST. JOSEPH, MISSOURI 64506
Fax #: 816-233-3487

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10.0 INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee or joint venture relationship between LICENSOR and LICENSEE. The specific activities of the parties hereunder shall be provided as independent contractors. Neither party shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein.

11.0 INTEGRATION CLAUSE

Both LICENSEE and LICENSOR agree that this written Agreement embodies the entire understanding between the parties regarding the license hereof and supersedes and replaces any and all prior understandings, arrangements, and/or agreements, whether written or oral, relating to the subject matter hereof.

12.0 GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Missouri, United States of America.

13.0 NON-DISCLOSURE

The parties agree that for the seven (7) years from the date of this Agreement, neither party shall disclose this transaction and/or the details thereof to any non-party to this Agreement except (a) where necessary to carry out the purposes of this Agreement or (b) if compelled to disclose such by some body of competent jurisdiction or any entity having jurisdiction over this Agreement. For the avoidance of doubt, the parties agree that disclosure to Affiliates and/or entities with whom LICENSEE has accepted an assignment contract from LICENSOR to supply Product which incorporates Equine Licensed Technology shall not violate this provision.

14.0 MISCELLANEOUS PROVISIONS

A. All agreements and covenants contained herein are severable and, in the event any of the provisions hereof, with the exception of those established for the protection of confidential and proprietary information, shall be held to be invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement, covenant or portion thereof were not contained herein to the greatest extent possible.

B. The waiver of any term or condition of this Agreement by either party hereto shall not constitute a modification of this Agreement, nor prevent a party hereto from enforcing

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such term or condition in the future with respect to any subsequent event, nor shall it a as a waiver of any other right accruing to such party hereunder.

C. Any and all claims and disputes and/or contentions arising hereunder, out of or connection with this Agreement shall be subjected to good faith negotiations between t parties hereto before any other method of dispute resolution is employed. Nothing contained herein shall constitute a waiver of any rights otherwise available at law or in equity.

D. This Agreement shall be binding upon and inure to the benefit of the parties her their respective successors and permitted assigns, provided that neither party hereto sh be able to assign any right, license, benefit, option, duty, obligations, or privilege hereunder without the prior consent of the other party, except (i) to an Affiliate; (ii) to successor by merger; (iii) through a change of ownership through the sale of substantia all the assets of the relevant business; (iv) by reason of a majority of equity (over fifty percent) being acquired by a third party; or (v) as defined above. In the event of such assignment upon the sale of all or substantially all of the business to which this Agreem relates, due written notice of such assignment shall be provided to the other party.

E. This Agreement may be executed by the parties hereto in counterparts, prov that each party receives a copy fully signed by the other party. Each counterpart whe executed and delivered shall be considered to be an original, all such counterparts v taken together shall constitute one and the same instrument.

F. The headings and titles to the articles and paragraphs in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly execu by their duly authorized representatives.

BOEHRINGER INGELHEIM ANIMAL HEALTH, INC	MALLINCKRODT VETERINARY, I
By _____	By _____
Title PRESIDENT	Title _____
Date 8/2/94	Date _____

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such term or condition in the future with respect to any subsequent event, nor shall it act as a waiver of any other right accruing to such party hereunder.

C. Any and all claims and disputes and/or contentions arising hereunder, out of or in connection with this Agreement shall be subjected to good faith negotiations between the parties hereto before any other method of dispute resolution is employed. Nothing contained herein shall constitute a waiver of any rights otherwise available at law or in equity.

D. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns, provided that neither party hereto shall be able to assign any right, license, benefit, option, duty, obligations, or privilege hereunder without the prior consent of the other party, except (i) to an Affiliate; (ii) to a successor by merger; (iii) through a change of ownership through the sale of substantially all the assets of the relevant business; (iv) by reason of a majority of equity (over fifty percent) being acquired by a third party; or (v) as defined above. In the event of such assignment upon the sale of all or substantially all of the business to which this Agreement relates, due written notice of such assignment shall be provided to the other party.

E. This Agreement may be executed by the parties hereto in counterparts, provided that each party receives a copy fully signed by the other party. Each counterpart when so executed and delivered shall be considered to be an original, all such counterparts when taken together shall constitute one and the same instrument.

F. The headings and titles to the articles and paragraphs in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives.

BOEHRINGER INGELHEIM ANIMAL HEALTH, INC	MALLINCKRODT VETERINARY, INC
By_____	By J R Hallman
Title_____	Title President
Date_____	Date August 3, 1994

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ATTACHMENT "A"
MASTER and WORKING CELL LINES and SEED VIRUSES
(Maximum Quantities, subject to APHIS discussions)

DESIGNATION	TRANSFER TO BI	CONDITION
CELLS		
MASTER CELL STOCK		
PKWRL-PK2A,CLONE B-1,P286, 12-16-80	19 x 4 ml + 14 x 1 ml vials of MASTER	DIRECT LiqN2
VERO(MCS), P167,2-8-77	29 x 1 ml vials of MASTER	DIRECT LiqN2
WORKING CELL STOCK		
PK/WRL, P289A, 4-20-82	14 x 1.8 ml + 39 x 4.5 ml vials of WORKING	DIRECT LiqN2
VERO, P172, 1-14-80	42 vials x 4 ml vials of WORKING	DIRECT LiqN2
EQUINE VIRUSES		
MASTER SEED VIRUSES		
FLU-A/E Brentwood/79(H3N8) RecER2d	113 x 1 ml vials of MASTER	Direct from -20C
FLU-A/E Newmarket/77(H7N7) RecER1K	121 x 1 ml vials of MASTER	Direct from -20C
EEE(Vero)-(Maryland) GP2-E2 HARV 3/7/62	9 x 3 ml vials of MASTER or redispense 30 x 0.8 ml	Direct from -60C or redisp
WEE(Vero)-E-3, Harv. 1-3-65, 1c.GP.2EGGS	3 x 10 ml vials of MASTER or redispense 33 x 0.8 ml	Direct from -60C or redisp
VEE(PKWRL)P86 TC84-PK/WRL-2, 5/15/81	15x5 ml + 13x1 ml vials of MASTER or redispense 80 x 1 ml	Direct from -60C or redisp
WORKING SEED VIRUSES		
EQUINE 2 (REC ER2D), WSV-2, 4/25/90	63 x 10 ml vials of WSV-2	Direct from -60C
EQUINE 1(REC ER1K), Redisp. 10-3-86	12 x 10 ml vials of WSV-2	Direct from -60C
EEE(VERO), WSV-1B, Redisp 07-20-87	21 x 7 ml vials of WSV-1 or redispense 135 x 1ml	Direct from -60C or redisp
WEE WSV-1A, 7-17-87, Redisp 7-20-87	24 x 7.5 ml vials of WSV-1 or redispense 160 x 1ml	Direct from -60C or redisp
VEE(PK\WRL) TC84 WSV-1 7/18/81 P87	35 x 10 ml vials of WSV-1 or redispense 160 x 2 ml	Direct from -60C or redisp
BACTERIAL SEEDS		
Strep. equi Strain 1623-1A Lyophilized 9/28/92	81 x 1 ml vials of WORKING	Direct from 4C
Cl. tetani Strain NY-5, TY5032, 3/12/92	20 x 1 ml vials of WORKING	DIRECT LiqN2

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ATTACHMENT "B"

TRANSFER of TECHNOLOGY

Designation	Required Completion Date
Acquire APHIS verbal approval	9/30/94
Copies of Research and Development Documents	12/31/94
Product Outlines & Quality Control Supporting Data	12/31/94
Transfer of Master and Working Cell Lines	12/31/94

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ATTACHMENT C

Trademark	Country	Status
EQUI-FLU	Australia	Registered
EQUI-FLU	Benelux	Registered
EQUI-FLU	Canada	Registered
EQUI-FLU	Chile	Registered
EQUI-FLU	Finland	Registered
EQUI-FLU	France	Registered
EQUI-FLU	Greece	Application
EQUI-FLU	Hong Kong	Registered
EQUI-FLU	Hungary	Registered
EQUI-FLU	Ireland	Registered
EQUI-FLU	Italy	Registered
EQUI-FLU	Japan	Registered
EQUI-FLU	Paraguay	Registered
EQUI-FLU	Portugal	Registered
EQUI-FLU	Spain	Registered
EQUI-FLU	Switzerland	Registered
EQUI-FLU	United Kingdom	Registered
EQUI-FLU	United States	Registered
CEPHALOVAC	West Germany	Registered
STREP VAX	United States	Registered
	United States	Registered

RECORDED: 11/21/2006
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