

12/12 2005 18:46 FAX 0031485587660

BOARD INTERVET INT

003

DATED *19 December* 2005

- (1) INTERVET INTERNATIONAL B.V.
- (2) VETSTREAM LIMITED

TRADE MARK
and
DOMAIN NAME
ASSIGNMENT

THIS ASSIGNMENT is made the 19 day of December 2005
BETWEEN:

- (1) **INTERVET INTERNATIONAL BV**, a company incorporated in the Netherlands under registered number 16028015000 whose mailing address is Wim De Korverstraat 35, Boxmeer, 5831AN, The Netherlands ("INTERVET"); and
 - (2) **VETSTREAM LIMITED** a company incorporated in England and Wales under registered number 02618414 whose registered office is at PO Box 20980, Oriel House, Connaught Place, London W2 2ZB ("Vetstream"),
- together "the Parties" and individually, a "Party".

WHEREAS

- (A) Intervet is the proprietor of the trade marks listed in Schedule 1 ("the Trade Marks").
- (B) Either Intervet or one of its affiliates, Intervet Australia Pty Ltd, is the proprietor of the domain names listed in Schedule 2 ("Domain Names");
- (C) Intervet has agreed to assign all its right, title and interest in and to the Trade Marks to Vetstream.
- (D) Intervet has agreed to assign or to procure the assignment of all its or Intervet Australia Pty Ltd's, (as appropriate) right, title and interest in and to the Domain Names to Vetstream.

NOW IT IS HEREBY AGREED as follows:

1. TRADE MARK and DOMAIN NAME ASSIGNMENT

- 1.1 In consideration of the sum of one pound (£1) now paid by Vetstream to Intervet (the receipt of which sum Intervet hereby acknowledges):
 - 1.1.1 Intervet hereby assigns to Vetstream the right, title and interest which it has in and to:
 - 1.1.1.1 the Trade Marks, including any common law rights and goodwill attaching to the Trade Marks; and
 - 1.1.1.2 the Domain Names;
 - 1.1.2 Intervet undertakes that it shall procure that Intervet Australia Pty Limited shall assign the Domain Name owned by that company.
- 1.2 The Assignment included in Clause 1.1.1 shall include the right for Vetstream to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of the Trade Marks or for passing off or otherwise infringing the rights of Intervet in the Trade Marks (and including for any passing off or infringement occurring

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prior to the date of this Assignment)). Intervet agrees and undertakes to provide to Vetstream all such assistance as it reasonably requires with any proceedings which may be brought by or against Vetstream against or by any third party in relation to the Trade Marks, provided that Vetstream indemnifies, keeps indemnified and holds harmless Intervet for any costs, damages, or other liabilities incurred by Intervet as a result of providing such assistance.

- 1.3 Intervet agrees that at the cost and request of Vetstream at any time and from time to time, it will execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.

2. GOVERNING LAW AND DISPUTE RESOLUTION

- 2.1 This Agreement shall be governed by and construed in accordance with English law.
- 2.2 In the event of a dispute arising out of or relating to this Agreement, including any question regarding its existence, validity or termination ("Dispute"), the Parties shall first seek amicable settlement of that Dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. The mediator will be nominated by CEDR.
- 2.3 To initiate the mediation a Party must give notice in writing ("ADR notice") to the other Party to the Dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than 14 days after the date of the ADR notice. No Party may commence any arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
- 2.4 Save where immediate injunctive relief is required, when the parties agree that they will submit to the exclusive jurisdiction of the English Courts, if the Dispute is not settled by mediation within 30 days of the start of the mediation, or such further period as the Parties shall agree in writing, the Dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this Clause. Any arbitration commenced pursuant to this Clause 2.4 shall be administered by the LCIA.
- 2.5 In any arbitration, the standard LCIA administrative procedures and schedule of costs shall apply, the appointing authority shall be the LCIA, the number of arbitrators shall be one, the place of arbitration shall be London, and the language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF this Assignment has been executed by the parties the day and year first above written





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BOARD INTERVET INT

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SIGNED by
for and on behalf of
INTERVET INTERNATIONAL B.V.

SIGNED by
for and on behalf of
VETSTREAM LIMITED

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APPROVED
MCT
ALA - PH

SCHEDULE 1

Trade Marks

Country	Trademark	Classes	Appl No	Appl Date	Reg No.	Reg Date	Renewal
Australia	VETSTREAM	Registered	871655	2001-Apr-04	871655	2002-Mar-05	2011-Apr-04
Austria	VETSTREAM	Registered			761439	2001-Jun-07	2011-Jun-07
Benelux	VETSTREAM	Registered	986897	2001-Mar-30	682219	2001-Aug-01	2011-Mar-30
Canada	VETSTREAM	Published	1125090	2001-Dec-13			
Czech Republic	VETSTREAM	Registered			761439	2001-Dec-18	2011-Jun-07
Denmark	VETSTREAM	Registered			761439	2001-Jun-07	2011-Jun-07
Finland	VETSTREAM	Registered			761439	2001-Jun-07	2011-Jun-07
France	VETSTREAM	Registered			761439	2001-Jun-07	2011-Jun-07
Germany	VETSTREAM	Registered			761439	2001-Jun-07	2011-Jun-07
Greece	VETSTREAM	Registered			761439	2001-Jun-07	2011-Jun-07
Hungary	VETSTREAM	Registered			761439	2001-Dec-18	2011-Jun-07
Ireland	VETSTREAM	Registered	2001/1049	2001-Apr-03	221129	2002-Jun-18	2011-Apr-03
Italy	VETSTREAM	Registered			761439	2001-Jun-07	2011-Jun-07
New Zealand	VETSTREAM	Registered	635523	2001-Apr-05	635523	2001-Oct-09	2008-Apr-05
New Zealand	VETSTREAM	Registered	635522	2001-Apr-05	635522	2001-Oct-09	2008-Apr-05
New Zealand	VETSTREAM	Registered	635521	2001-Apr-05	635521	2001-Oct-09	2008-Apr-05
New Zealand	VETSTREAM	Registered	635520	2001-Apr-05	635520	2001-Oct-09	2008-Apr-05
Poland	VETSTREAM	Registered			761439	2001-Dec-18	2011-Jun-07
Portugal	VETSTREAM	Registered			761439	2001-Jun-07	2011-Jun-07
Romania	VETSTREAM	Registered			761439	2001-Dec-18	2011-Jun-07
Servia and Montenegro	VETSTREAM	Registered			761439	2001-Dec-18	2011-Jun-07
Slowakia	VETSTREAM	Registered			761439	2001-Dec-18	2011-Jun-07
South Africa	VETSTREAM	Pending	2001/21397	2001-Dec-14			2011-Dec-14
South Africa	VETSTREAM	Pending	2001/21400	2001-Dec-14			2011-Dec-14
South Africa	VETSTREAM	Pending	2001/21398	2001-Dec-14			2011-Dec-14
South Africa	VETSTREAM	Pending	2001/21399	2001-Dec-14			2011-Dec-14
Spain	VETSTREAM	Registered			761439	2001-Jun-07	2011-Jun-07
Sweden	VETSTREAM	Registered			761439	2001-Jun-07	2011-Jun-07
Switzerland	VETSTREAM	Registered			761439	2001-Dec-18	2011-Jun-07

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Country	Trademark	Classes	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Renewal
United Kingdom	VETSTREAM	41B/42B	2267088	2001-Apr-10	2267088	2001-Sep-14	2011-Apr-10
USA	VETSTREAM	16B/41B/42B	76/328696	2001-Oct-19			

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SCHEDULE 2**Domain Names**

Domain Name:	Status	Owner	Reg. Date	Next Renewal
VETSTREAM.CO.NZ	Registered	Intervet International B.V.	2003-Aug-27	2004-Aug-27
VETSTREAM.COM.AU	Registered	Intervet Australia Pty Ltd	2004-Feb-18	2006-Feb-18
VETSTREAM.NL	Registered	Intervet International B.V.	2003-Aug-25	2004-Aug-25