

THIS AGREEMENT is dated May 24, 2007

PARTIES

- (1) **VETREX LIMITED** (formerly Vetstream Limited) incorporated and registered in England and Wales with company number 02618414 whose registered office is at PO Box 20980, Oriel House, 16 Connaught Place, London, W2 2ZB, United Kingdom (**Assignor**).
- (2) **VETSTREAM LIMITED** (formerly Bidawhile 476 Limited) incorporated and registered in England and Wales with company number 05575700 whose registered office is at Lion Lane, Needham Market, Suffolk, IP6 8NT, United Kingdom (**Assignee**).

BACKGROUND

- (A) The Assignor is the proprietor of the trade marks registered in the countries listed in the Schedule (**Trade Marks**).
- (B) By an asset purchase agreement dated 19 December 2005 between the Assignor and the Assignee, the Assignor has agreed to assign all its rights in and to the Trade Marks to the Assignee on the terms set out below.

AGREED TERMS

1. ASSIGNMENT

In consideration of the sum of £1 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns with full title guarantee to the Assignee absolutely the Trade Marks and all and any rights in and to the Trade Marks including any common law rights and all the goodwill attaching to the Trade Marks.

2. PROCEEDINGS

- 2.1 This assignment shall include the right for the Assignee 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 for otherwise infringing the rights of the Assignor in the Trade Marks).
- 2.2 The Assignor agrees and undertakes to provide the Assignee (at its request) with all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks, and the Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) incurred by it in providing the Assignee with such assistance.

3. FURTHER ASSURANCE

The Assignor covenants that, at the cost and request of the Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this assignment.

4. GOVERNING LAW AND JURISDICTION

This assignment shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

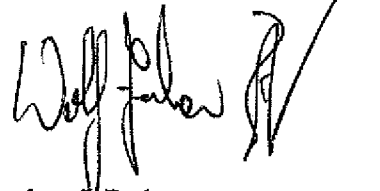
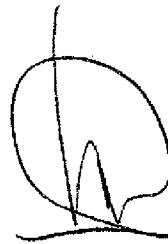
This agreement has been entered into on the date stated at the beginning of it.

Schedule Trade marks

1. REGISTERED TRADE MARKS

Country	Mark	No.	Class(es)
Australia	VETSTREAM	871655	09, 16, 41 & 42
Austria (IR)	VETSTREAM	761439	09, 16, 41 & 42
Benelux	VETSTREAM	682219	09, 16, 41 & 42
Canada	VETSTREAM	643812	09, 16, 41 & 42
Czech Republic (IR)	VETSTREAM	761439	09, 16, 41 & 42
Denmark (IR)	VETSTREAM	761439	09, 16, 41 & 42
Finland (IR)	VETSTREAM	761439	09, 16, 41 & 42
France (IR)	VETSTREAM	761439	09, 16, 41 & 42
Germany (IR)	VETSTREAM	761439	09, 16, 41 & 42
Greece (IR)	VETSTREAM	761439	09, 16, 41 & 42
Hungary (IR)	VETSTREAM	761439	09, 16, 41 & 42
Ireland	VETSTREAM	221129	09, 16, 41 & 42
Italy (IR)	VETSTREAM	761439	09, 16, 41 & 42
New Zealand	VETSTREAM	635520	09
New Zealand	VETSTREAM	635521	16
New Zealand	VETSTREAM	635522	41
New Zealand	VETSTREAM	635523	42
Poland (IR)	VETSTREAM	761439	09, 16, 41 & 42
Portugal (IR)	VETSTREAM	761439	09, 16, 41 & 42
Romania (IR)	VETSTREAM	761439	09, 16, 41 & 42
Serbia and Montenegro (IR)	VETSTREAM	761439	09, 16, 41 & 42
Slovakia (IR)	VETSTREAM	761439	09, 16, 41 & 42
South Africa	VETSTREAM	2001/21397	09
South Africa	VETSTREAM	2001/21398	16
South Africa	VETSTREAM	2001/21399	41
South Africa	VETSTREAM	2001/21400	42
Spain (IR)	VETSTREAM	761439	09, 16, 41 & 42
Sweden (IR)	VETSTREAM	761439	09, 16, 41 & 42
Switzerland (IR)	VETSTREAM	761439	09, 16, 41 & 42
United Kingdom	VETSTREAM	2267088	41, 42
USA	VETSTREAM	3038747	16, 41 & 42

Signed by
for and on behalf of VETREX LIMITED



May 24, 2007
Boxmeer, The Netherlands



R. Stolp
Director

& J. Bader
Director

Signed by *G.M. Johnson*
for and on behalf of VETSTREAM LIMITED

..... *G.M. Johnson*
Director