

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
EVOLUTEC LIMITED		07/09/2007	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	MERIAL LIMITED		
Street Address:	SANDRINGHAM AVENUE		
Internal Address:	SANDRINGHAM HOUSE		
City:	HARLOW BUSINESS PARK, HARLOW CM19 5QA		
State/Country:	UNITED KINGDOM		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2673986	TRANSBLOK	
CORRESPONDENCE DATA			
Fax Number:	(703)739-9577		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-739-4900		
Email:	btaylor@stites.com		
Correspondent Name:	BREWSTER TAYLOR		
Address Line 1:	1199 NORTH FAIRFAX STREET		
Address Line 2:	SUITE 900		
Address Line 4:	ALEXANDRIA, MARYLAND 22314-1437		
ATTORNEY DOCKET NUMBER:	T05887US00		
DOMESTIC REPRESENTATIVE			
Name:	BREWSTER TAYLOR		
Address Line 1:	1199 NORTH FAIRFAX STREET		

OP \$40.00 2673986

Address Line 2: SUITE 900
Address Line 4: ALEXANDRIA, VIRGINIA 22314-1437

NAME OF SUBMITTER:	Brewster Taylor
Signature:	/BT/
Date:	09/20/2007

Total Attachments: 10

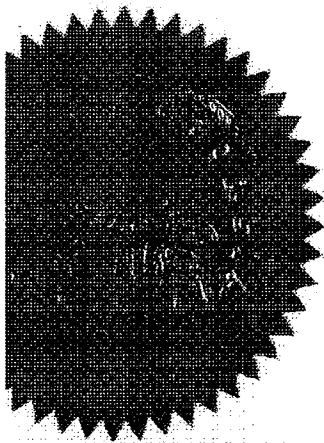
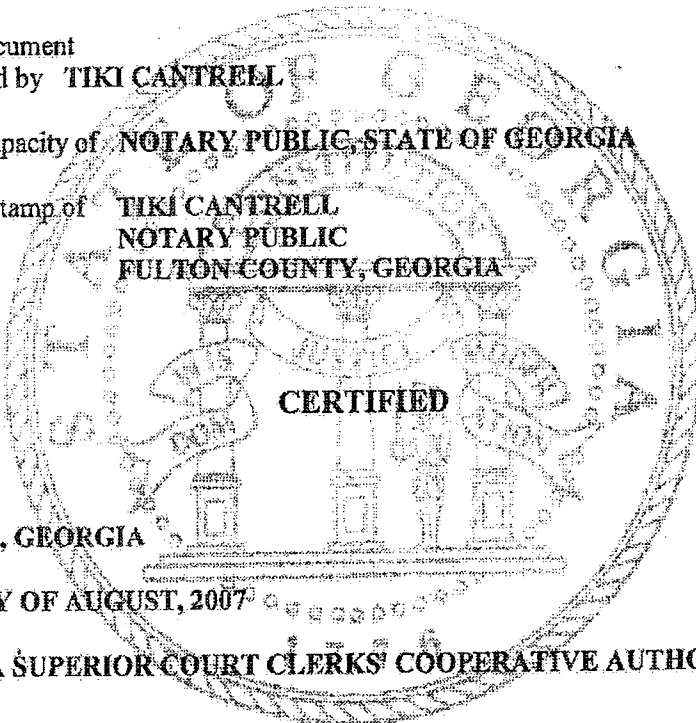
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**GEORGIA SUPERIOR COURT
CLERKS' COOPERATIVE AUTHORITY**

*Notary Division
1875 Century Boulevard, Suite 100
Atlanta, Georgia 30345*

**APOSTILLE
(Convention de La Haye du 5 Octobre 1961)**

- 1. Country: **UNITED STATES OF AMERICA**
- 2. This public document has been signed by **TIKI CANTRELL**
- 3. acting in the capacity of **NOTARY PUBLIC, STATE OF GEORGIA**
- 4. bears the seal/stamp of **TIKI CANTRELL
NOTARY PUBLIC
FULTON COUNTY, GEORGIA**
- 5. at **ATLANTA, GEORGIA**
- 6. the **20TH DAY OF AUGUST, 2007**
- 7. by **GEORGIA SUPERIOR COURT CLERKS' COOPERATIVE AUTHORITY**
- 8. No. **I-188149**
- 9. Seal/Stamp
- 10. Signature:



David R. Williams

**DAVID R. WILLIAMS
EXECUTIVE DIRECTOR**

**NOTARY PUBLIC
(404) 327-6023**


TRADEMARK

Acknowledgment of Photocopy

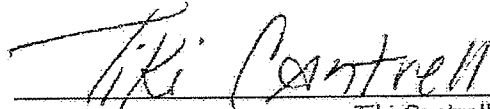
State of Georgia

County of Gwinnett

On this 16th day of August, 2007, I certify that the attached document of eight (8) pages is a true, exact, complete and unaltered photocopy of the Assignment Agreement between Evolutec Limited and Merial Limited, and that, to the best of my knowledge, the original document is neither a public record nor a publicly recordable instrument.


Notary Public, State of Georgia

(PERSONALIZED SEAL)


Tiki Cantrell
(Print name of Notary Public here)
NOTARY PUBLIC, FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 3, 2008

My commission expires the 3rd day of May 2008.

PATENT & TRADEMARK ASSIGNMENT: EVOLUTEC TO MERIAL

WHEREAS Evolutec Limited (hereinafter "Assignor"), having its principal place of business at 250 South Oak Way, Green Park, Reading, Berkshire RG2 6UG, United Kingdom, is the owner of the right, title and interest in, to and under the patents and patent applications and inventions and discoveries thereof set out in Exhibits A (attached hereto and incorporated herein by reference), and is the owner of the right, title and interest in, to and under the trademarks and applications for registration and/or registrations thereof set out in Exhibit B and the goodwill associated therewith but no greater or other goodwill (also attached hereto and incorporated herein by reference), and is desirous of assigning the patents and patent applications and inventions and discoveries thereof and the trademarks and applications for registration and/or registrations thereof and associated goodwill of the trademarks to Merial Limited, having its principal place of business at P.O. Box 327, Sandringham House, Sandringham Avenue, Harlow Business Park, Harlow, Essex CM19 5QA, England and (hereinafter referred to as "Assignee");

IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration, of £7,000.00 (seven thousand pounds sterling) paid by the Assignee to the Assignor, the receipt of which hereby is acknowledged, Assignor hereby assigns and transfers unto Assignee and its successors and assigns, such right, title and interest as it has, in, to and under:

A. The patents and patent applications set out in Exhibit A and the inventions and discoveries thereof, and any and all other applications for patent and patent-derived intellectual property on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications, and any and all patents, reissues, reexaminations, extensions and Supplementary Protection Certificates of Letters patents granted for said inventions or discoveries or upon said applications, or patents, and every priority right that is or may be predicated upon or arise from said inventions or discoveries or said applications and said patents (individually and collectively "the Patents"); and,

B. The trademarks and applications for registration and/or registrations thereof set out in Exhibit B, and goodwill associated therewith but no greater or other goodwill, and every priority right that is or may be predicated upon or arise from said trademarks, trademark applications or trademark registrations (individually and collectively "the Trademarks"); and

C. Any and all rights of enforcement with respect to the Patents and the Trademarks, including all rights to sue and recover for past, present and future infringement thereof, and any and all causes of action, in law, equity or otherwise related thereto.

2. Assignor further agrees to reasonably cooperate, at the Assignee's cost and expense (and subject to the Assignee paying any such costs and expenses in advance) in executing or having executed, all papers required by the U.S. and other Patent and Trademark Offices to record the herein transfer of the Patents and Trademarks from Assignor to Assignee, as may be requested by Assignee provided that such obligation shall terminate on 6 July 2007. The Assignor appoints the Assignee with limited authority in the Assignor's name and on the Assignor's behalf to sign all papers as may be required by the individual Patent Offices to record the transfer of the Patents

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PATENT & TRADEMARK ASSIGNMENT: EVOLUTEC TO MERIAL

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and Trademarks from the Assignor to the Assignee. The appointment in this clause shall be irrevocable.

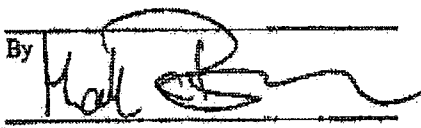
3. To the fullest extent permitted by law, all conditions, warranties or representations of the Assignor, both express and implied (including, without limitation, any conditions implied by law relating to satisfactory quality, fitness and purpose and the use of reasonable care and skill), are excluded except to the extent expressly set out in this Assignment. The Assignor does not warrant that the use of the Trade Marks and the Patents is not or will not be an infringement of the rights of third parties.

4. The parties agree that this Assignment constitutes the entire agreement and understanding relating to the subject matter of this Assignment, and supersedes all previous communications, proposals, representations and agreements, whether oral or written, relating to the subject matter hereof. No agreement or understanding bearing on this Assignment or amendment or modification of this Assignment shall be binding upon either Party hereto unless it shall be in writing and signed by the duly authorized officer or representative of each of the Parties and shall expressly refer to this Assignment. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original. The executed signature pages from each actual counterpart may be joined together and attached to one such original, which shall constitute one of the same instruments.

5. This Assignment shall be deemed to be subject to, and have been made under, and shall be construed and interpreted in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Assignment Agreement in multiple originals by their duly authorized officers and representatives on the date shown below,

EVOLUTEC LIMITED

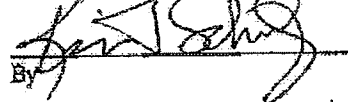
By 

Name

MARK CALLEGRE BLOWN
Title

CHIEF EXECUTIVE

MERIAL LIMITED

By 

Dr. Kevin T. Schulte
Name

Chief Scientific Officer
Title

July 9, 2007

CPD-#0189309-1

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PATENT & TRADEMARK ASSIGNMENT: EVOLITEC TO MERIAL

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Date

Date:

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EXHIBIT A - LIST OF PATENTS AND PATENT APPLICATIONS

<u>Country</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Title</u>
Australia	10471799	761147	Tissue Cement Proteins From Rhipicephalus Appendiculatus
Brazil	P19814958-0		PROTEINA DE CIMENTO DE TECIDO, COMPOSICAO FARMACEUTICA, USO DA PROTEINA DE CIMENTO DE TECIDO, VACINA, PROCESSOS PARA PRODUCAO DE VACINA, PARA LIGACAO DE TECIDO DE ANIMAL E PARA PREPARACAO DE UMA PROTEINA DE CIMENTO DE TECIDO, MOLECULA DE ACIDO NUCLEICO, VEI TOR DE EXPRESSAO OU DE CLONAGEM, CELULA HOSPEDEIRA, E, ANIMAL TRANSGENICO
Canada	2309355	2309355	Tissue Cement Proteins From Rhipicephalus Appendiculatus
China	98812939.6		Tissue Cement Proteins From Rhipicephalus Appendiculatus
Cuba	10672000		
Europe	98952929.2	1029044	Tissue Cement Proteins From Rhipicephalus Appendiculatus
France	98952929.2	1029044	Tissue Cement Proteins From Rhipicephalus Appendiculatus
Germany	1998069836759	69836759	GEWEBEZEMENTPROTEINE AUS RHIPICEPHALUS

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<u>Country</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Title</u>
Great Britain	98952929.2	1029044	APPENDICULATUS Tissue Cement Proteins From Rhipicephalus Appendiculatus
Italy	98952929.2	1029044	Tissue Cement Proteins From Rhipicephalus Appendiculatus
Spain	98952929.2	1029044	Tissue Cement Proteins From Rhipicephalus Appendiculatus
Great Britain	9723945.3		
Japan	2000-520562	2002505847	Tissue cement proteins produced by blood-feeding ectoparasites and related polynucleotides
Mexico	004521		
New Zealand	504532	504532	Use of Cement Proteins Derived From Ticks As Glues For Animal Tissues And As Vaccinations Against Tick Borne Diseases
USA	09/554,547		
USA	10/226,489	20030078390	Tissue Cement Proteins From Rhipicephalus Appendiculatus
WIPO	PCT/GB98/03397	WO9924567	Tissue Cement Proteins From Rhipicephalus Appendiculatus

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PATENT & TRADEMARK ASSIGNMENT: EVOLUTEC TO MERIAL

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<u>Country</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Title</u>
Australia	200150512	781622	Vaccine Comprising A Tick Cement Protein
Brazil	PI0110278-8		COMPOSICAO DE VACINA, ANTICORPO OU ANTI-SORO, METODOS DE PRODUCAO DE UM ANICORPO OU DE UM ANTI-SORO E DE IMUNIZACAO DE UM ANIMAL CONTRA UM ECTOPARASITA QUE SE ALIMENTA DE SANGUE, PROTEINA DE CEMENTO DE CARRAPATO, E, USO DE UMA PROTEINA DE CEMENTO DE CARRAPATO
Canada	2405537	2405537	Vaccine Comprising A Tick Cement Protein
China	01611758.9	1438896	Vaccine Comprising A Tick Cement Protein
Cuba	238/2002		
Europe	01923827.8	1283716	Vaccine Comprising A Tick Cement Protein
Great Britain	0010068.5		
Hong Kong	03102096.6		
Japan	2001-577978	2005531177	VACCINE COMPRISING A TICK CEMENT PROTEIN
Mexico	PA/02002/010417		Vaccine Comprising A Tick Cement Protein
New Zealand	522301	0522301A	Vaccine Comprising A Tick Cement Protein
USA	10280,114	20030170257	Vaccine Comprising A Tick Cement Protein
USA	11288,668	20070031411	Vaccine Comprising A Tick Cement Protein

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<u>Country</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Title</u>
WFO	PCT/GB01/01834	WO0180881	Vaccine Comprising A Tick Cement Protein
Australia	2002334119		
Canada	2463085	2463085A	VACCINE AGAINST ARTHROPOD-BORNE INFECTIOUS DISEASES
Europe	02800662.5	1443958A2	VACCINE AGAINST INFECTIOUS DISEASE
Great Britain	0124137.1		VACCINE
Great Britain	0206575.3		VACCINE
Hong Kong	04107101.7		
New Zealand	532717	532717	Vaccine against infectious disease
USA	10/492072	US2005012356A1	Vaccine against infectious disease
WIPO	PCT/GB02/04546	WO03030931	VACCINE AGAINST ARTHROPOD-BORNE INFECTIOUS DISEASES

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PATENT & TRADEMARK ASSIGNMENT: EVOLUTEC TO Merial

EXHIBIT B - TRADEMARKS AND TRADEMARK APPLICATIONS / REGISTRATIONS

Mark	Application/ Registration Number	Country
TRANSBLOK	1805787	Europe
TRANSBLOK	863462	Australia
TRANSBLOK	823405478	Brazil
TRANSBLOK	4498447	Japan
TRANSBLOK	2673985	United States
TRANSBLOK	1879913	Argentina