

## 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
Merial LLC		04/27/2007	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Huvepharma, Inc.		
Street Address:	500 Westpark Drive		
Internal Address:	Suite 230		
City:	Peachtree City		
State/Country:	GEORGIA		
Postal Code:	30269		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0711743	AMPROL	
Registration Number:	0737036	AMPROL PLUS	
Registration Number:	0824355	COYDEN	
CORRESPONDENCE DATA			
Fax Number:	(803)255-9831		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-322-6204		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Kyle M. Globerman		
Address Line 1:	1320 Main Street		
Address Line 2:	17th Floor		
Address Line 4:	Columbia, SOUTH CAROLINA 29201		
ATTORNEY DOCKET NUMBER:	29995/09000		

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REEL: 003687 FRAME: 0726

NAME OF SUBMITTER:	Kyle M. Globerman
Signature:	/Kyle M. Globerman/
Date:	01/02/2008
<b>Total Attachments: 4</b> source=TrademarkAssignmentHuvepharmaInc#page1.tif source=TrademarkAssignmentHuvepharmaInc#page2.tif source=TrademarkAssignmentHuvepharmaInc#page3.tif source=TrademarkAssignmentHuvepharmaInc#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (the "Agreement") is made and entered into as of the 27<sup>th</sup> day of April, 2007, by and between Huvepharma, Inc., a Delaware corporation (the "Company") having a business address of 500 Westpark Drive, Suit 230, Peachtree City, Georgia 30269, and Merial Limited, a company limited by shares registered in England and Wales (Reg. No. 3332751) with a registered office at P.O. Box 327, Sandringham House, Sandringham Avenue, Harlow Business Park, Harlow, Essex CM19 5QA, England and domesticated in Delaware USA as Merial LLC (the "Assignor"), having a business address of 3239 Satellite Boulevard, Duluth, Georgia 30096.

WHEREAS, Assignor has adopted, used and is using the registered trademark and service marks set forth on Schedule A;

WHEREAS, Assignor and Company have entered into an Asset Purchase Agreement dated as of April 10, 2007, under which Assignor is transferring to Company, among other assets, all of the registered trademark and service marks set forth on Schedule A (the "Assigned Marks"). In confirmation of the Asset Purchase Agreement, Assignor desires to confirm assignment to the Company of all of Assignor's right, title and interest in and to the Assigned Marks, including all goodwill pertaining thereto, transferred to Company pursuant to the Asset Purchase Agreement; and

WHEREAS, Company is willing to accept such assignment on the terms and conditions set forth herein and in the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Company agree as follows:

1. Transfer of Assigned Mark. Assignor hereby transfers and assigns all of its right, title and interest in and to the Assigned Marks, all applications to register the Assigned Marks, and all registrations of the Assigned Marks, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to the Company in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks with the right to base priority on Assignor's first date of use or on any application or registration being assigned herein.

2. Miscellaneous.

(a) Entire Agreement. The provisions of this Agreement, as supplemented by the Asset Purchase Agreement and the License Agreement of even date herewith entered into by the Company and Assignor, constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

(b) Governing Law. THE VALIDITY, CONSTRUCTION, AND PERFORMANCE OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, AS THEY APPLY TO A CONTRACT EXECUTED, DELIVERED AND PERFORMED SOLELY IN SUCH STATE, AND THE LAWS OF THE UNITED STATES OF AMERICA TO THE EXTENT APPLICABLE.

(c) Successors; Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

*(Signatures on following page)*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of this 27th day of April, 2007.

Merial Limited

By: Peter B. Selover  
Name: Peter Selover  
Title: V.P., Corporate Development

Huvepharma Inc.

By: Glen M. Wilkinson  
Name: Glen M. Wilkinson  
Title: President

STATE OF Georgia )  
COUNTY OF Fulton )

Personally appeared before me, Peter Selover, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 27 day of April, 2007.

Betsy J. Usher  
Notary Public  
My Commission Expires June 14, 2009

STATE OF Georgia )  
COUNTY OF Fulton )

Personally appeared before me, Glen M. Wilkinson, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 27 day of April, 2007.

Betsy J. Usher  
Notary Public  
My Commission Expires June 14, 2009

**SCHEDULE A**  
**ASSIGNED MARKS**

1. AMPROL (U.S. and Canada)
2. AMPROL PLUS (U.S. and Canada)
3. COYDEN (U.S.)
4. NICARB (Canada)
5. NICRAZIN (Japan)