

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Odyssey Veterinary Software, LLC		10/02/2008	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Veterinary Supply, Inc.		
<b>Street Address:</b>	1031 Mendota Heights Road		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55120		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77237294	ODYSSEY VETERINARY SOFTWARE	
<b>Serial Number:</b>	77458462	DIA DIAGNOSTIC IMAGING ATLAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)977-8650		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6129778795		
<b>Email:</b>	ip@briggs.com		
<b>Correspondent Name:</b>	Daniel A. Rosenberg		
<b>Address Line 1:</b>	80 South Eighth Street		
<b>Address Line 2:</b>	2200 IDS Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	16018.339		
<b>NAME OF SUBMITTER:</b>	Daniel A. Rosenberg		
<b>Signature:</b>	/Daniel A. Rosenberg/		

**CH \$65.00 77237294**

Date:

11/04/2008

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") dated as of the 2nd day of October, 2008, is from **ODYSSEY VETERINARY SOFTWARE, LLC**, a Texas limited liability company (hereinafter "Assignor"), to **WEBSTER VETERINARY SUPPLY, INC.**, a Minnesota corporation (hereinafter "Assignee"), pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee, entered into of even date.

### RECITALS

A. Assignor is the owner of record of those U.S. trademark applications, listed on Exhibit A, including the goodwill associated therewith; and

B. The parties desire that Assignee own the entire right, title and interest in and to the trademark applications listed on Exhibit A attached hereto, including the goodwill associated therewith.

### ASSIGNMENT

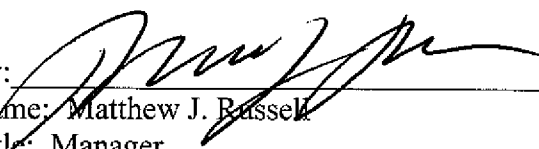
**NOW, THEREFORE**, for good and valuable consideration paid to Assignor by Assignee, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the trademark applications identified in Exhibit A attached hereto, along with the goodwill associated therewith, and further including, but not limited to, the right to sue and recover for past damages, said Assignment to be effective as of the close of the Company's business on the date hereof.

Assignor hereby agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as the owner of record of the applied for and registered trademarks as listed in Exhibit A.

Assignor further agrees, at the request of the Assignee and without charge or cost to Assignee, to execute and have executed any and all other documents of any kind whatsoever, and to provide any information that is in Assignor's possession or under its control that may be reasonably required to carry out the terms and intent of this Assignment; and to fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of Assignment with the United States Patent and Trademark Office so that Assignee's ownership of the assigned trademark applications are duly made of record in the United States.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date first written above.

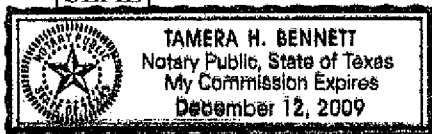
ODYSSEY VETERINARY SOFTWARE, LLC


By:   
Name: Matthew J. Russell  
Title: Manager

STATE OF Texas )  
COUNTY OF Denton ) ss.

On this 2<sup>nd</sup> day of October, 2008, before me personally appeared Matthew Russell, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



  
Notary Public

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT**

Mark: ODYSSEY VETERINARY SOFTWARE With Design



Serial No: 77237294

Filing Date: July 24, 2007

Mark: DIA DIAGNOSTIC IMAGING ATLAS



Serial No: 77458462

Filing Date: April 25, 2008

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