

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
Megan Health, Inc.		01/09/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lohmann Animal Health International		
Street Address:	375 China Road		
City:	Winslow		
State/Country:	MAINE		
Postal Code:	04901		
Entity Type:	CORPORATION: MAINE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2254155	MEGAN	
CORRESPONDENCE DATA			
Fax Number:	(617)374-0055		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-374-3700		
Email:	lryankwich@yankwich.com		
Correspondent Name:	Yankwich & Associates, P.C.		
Address Line 1:	201 Broadway		
Address Line 2:	Attn: Leon R Yankwich		
Address Line 4:	Cambridge, MASSACHUSETTS 02139		
ATTORNEY DOCKET NUMBER:	MEG-801 US		
NAME OF SUBMITTER:	Leon R Yankwich		
Signature:	/lryankwich/		
Date:	01/14/2009		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of January 9, 2009 (the "Assignment") between Megan Health, Inc., a Delaware corporation with a business address of 119 Fourth Avenue, Needham, Massachusetts 02494 (the "Assignor") and Lohmann Animal Health International, a Maine corporation with a business address of 375 China Road, Winslow, Maine 04901 (the "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark MEGAN (U.S. Registration No. 2,254,155) (the "Mark");

WHEREAS, Assignor's parent company, Celldex Therapeutics, Inc., has entered into an Agreement for the Purchase and Sale of Assets dated as of January 9, 2009 (the "Agreement"), by which it has agreed at the Closing (as defined therein) to cause Assignor to transfer, sell and assign to Assignee all of Assignor's respective right, title and interest in and to the Mark;

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

1. Assignment. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Mark, together with any goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Mark, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect or record Assignee's ownership of or title to the Mark.
4. Authorization. Assignor authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and owner of any and all of Assignor's rights in the Mark.
5. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of the executed counterparts shall be deemed an original hereof.
6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the law (both substantive and procedural) of the State of New York exclusive of the application of conflict of laws principles, except that federal law where applicable, shall be the governing law, to the extent required, with respect to issues involving trademarks and other intellectual property rights.

7. Order of Precedence. In the case of any conflict between the Agreement and this Assignment, the Agreement shall control.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

MEGAN HEALTH, INC., Assignor

By: Anthony S. Marucci

Anthony S. Marucci, President and Chief Executive Officer

IN WITNESS WHEREOF, Assignee has duly executed this Trademark Assignment as of the first date written above.

LOHMANN ANIMAL HEALTH INTERNATIONAL,
Assignee

By: _____

Name: _____

Title: _____

7. Order of Precedence. In the case of any conflict between the Agreement and this Assignment, the Agreement shall control.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

MEGAN HEALTH, INC., Assignor

By: _____

Anthony S. Marucci, President and Chief Executive Officer

IN WITNESS WHEREOF, Assignee has duly executed this Trademark Assignment as of the first date written above.

LOHMANN ANIMAL HEALTH INTERNATIONAL,
Assignee

By:  _____

Name: DAVID ZACEK

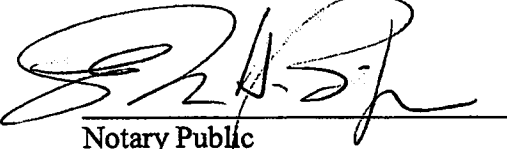
Title: C.E.O.

ACKNOWLEDGMENT AND NOTARY

United States of America
Commonwealth of Massachusetts)

)ss:
County of Norfolk)

The foregoing instrument was acknowledged before me this 7th day of January, 2009, by Anthony S. Marucci, the duly appointed and acting Pres + CEO of Megan Health, Inc., the corporation described in and which executed the within instrument.



Notary Public

Notarial Seal

