

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
Exceptional Ventures, LLC		08/31/2009	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	IDEXX Laboratories, Inc.		
Street Address:	One IDEXX Drive		
City:	Westbrook		
State/Country:	MAINE		
Postal Code:	04092		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3231452	PETDETECT	
CORRESPONDENCE DATA			
Fax Number:	(404)221-6501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-577-6000		
Email:	atlip@bakerdonelson.com		
Correspondent Name:	Carl M. Davis II		
Address Line 1:	3414 Peachtree Road NE		
Address Line 2:	Monarch Plaza, Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	2787278-8		
NAME OF SUBMITTER:	Carl M. Davis II		
Signature:	/carl m davis ii/		

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**TRADEMARK
 REEL: 004097 FRAME: 0964**

Date:

11/17/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated August 31, 2009, is entered into by Exceptional Ventures, LLC, a Tennessee limited liability company (the "Assignor"), for the benefit of IDEXX Laboratories, Inc., a Delaware corporation (the "Assignee"). All capitalized words and terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated August 17, 2009 (the "Agreement") between the Assignee and IDEXX Computer Systems, Inc., a wholly-owned subsidiary of the Assignee (the "Buyer").

WHEREAS, the Assignee and the Buyer have entered into the Agreement, pursuant to which the Assignee has agreed to sell, convey, assign, transfer and deliver to the Buyer the Acquired Assets, and the Assignee has agreed to assume certain related liabilities of the Seller;

WHEREAS, pursuant to Section 10.10 of the Agreement, the Buyer has delegated its obligations and duties to assume the Intellectual Property to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee the entire right, title and interest in and to the trademark registrations listed on Schedule A and the trademarks which are the subjects thereof, including the goodwill of the business connected with the use of, and symbolized by, said marks.

ASSIGNEE FURTHER ACKNOWLEDGES THAT EXCEPT AS SET FORTH IN THE AGREEMENT, ASSIGNOR HAS NOT MADE, AND SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS LISTED ON SCHEDULE A.

[Signature page follows.]

Witness my hand and seal this 31st day of August, 2009.

EXCEPTIONAL VENTURES, LLC

By: [Signature]
Name: Danny Starko
Title: Sole Member

State of Tennessee)
County of Davidson) ss.:

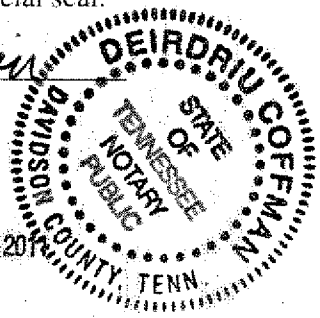
On this 31st day of August, 2009, before me, Deirdriu Coffman, personally appeared Danny Starko, Sole Member of Exceptional Ventures, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Deirdriu Coffman
Notary Public

My commission expires:

My Commission Expires MAY 2, 2011



DECLARATION OF ACCEPTANCE

The Assignee hereby agrees to this assignment of the listed trademark registration from the Assignor and applies for recording of this Assignment in the registers of the corresponding Trademark offices.

Witness my hand and seal this 31st day of August, 2009.

IDEXX LABORATORIES, INC.

By: _____

Name: S. Sam Fratoni

Title: Vice President

State of Maine)
) ss.:
County of Cumberland)

On this 31st day of August, 2009, before me, Cinnamon Moreau personally appeared S. Sam Fratoni, Vice President of IDEXX Laboratories, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Cinnamon Moreau
Notary Public

My commission expires:

CINNAMON MOREAU
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES DECEMBER 6, 2014

[Trademark Assignment]

SCHEDULE A

Trademark Registrations in United States of America

REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
PETDETECT®;	3,231,452	Registered April 17, 2007

[Trademark Assignment]

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0-0 8/12/2009

RECORDED: 11/17/2009

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