

# 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
Eli Lilly and Company		12/14/2009	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Boehringer Ingelheim Vetmedica GmbH		
Street Address:	Binger Strasse 173		
City:	Ingelheim am Rhein		
State/Country:	GERMANY		
Postal Code:	55218		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3702241	PRASCEND	
CORRESPONDENCE DATA			
Fax Number:	(314)612-2323		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	314-621-5070		
Email:	gashbrook@armstrongteasdale.com		
Correspondent Name:	Meredith P. Gammill		
Address Line 1:	One Metropolitan Square, Suite 2600		
Address Line 4:	St. Louis, MISSOURI 63102-2740		
ATTORNEY DOCKET NUMBER:	61518-79		
DOMESTIC REPRESENTATIVE			
Name:	Meredith P. Gammill		
Address Line 1:	One Metropolitan Square, Suite 2600		
Address Line 4:	St. Louis, MISSOURI 63102-2740		

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NAME OF SUBMITTER:	Meredith P. Gammill
Signature:	/MPG-ATLLP/
Date:	12/15/2009
<b>Total Attachments: 3</b> source=SM33309121511220-6615194-1#page1.tif source=SM33309121511220-6615194-1#page2.tif source=SM33309121511220-6615194-1#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

between **Eli Lilly and Company**, a corporation of the State of Indiana, with its principal place of business at Lilly Corporate Center, Indianapolis, Indiana, 46285, U.S.A. (hereinafter the "Assignor").

and **Boehringer Ingelheim Vetmedica GmbH**, with its principal place of business at Binger Strasse 173, 55218 Ingelheim am Rhein, Germany (hereinafter the "Assignee").

**WHEREAS** the parties have entered into the Horse Products Transaction Agreement dated as of April 9/16, 2009 and amended as of July 1, 2009, by which Assignee acquired the right to develop and market pergolide mesylate for the treatment of Cushing disease in horses;

**WHEREAS** Assignor has made an application in Canada for registration of the Trademark PRASCEND Application No. 139145100 (hereinafter the "Trademark Application") and is the registered owner of the national trademark for PRASCEND in the UK (GB No. 2485111), the US (US Reg. No. 3,702,241), and the Community trademark for PRASCEND (EM No. 6723878) (hereinafter the "Trademarks");

**WHEREAS** the Assignor is further the registered owner of the domain name PRASCEND.COM (hereinafter the "Domain Name");

**WHEREAS** Assignor has agreed with Assignee to sell, assign, and transfer to Assignee all rights in and relating to the Domain Name, the Trademark Application, and the Trademarks;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants set forth in this Agreement and for due and valid consideration, the receipt of which is hereby confirmed by the Assignor, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby agrees to purchase from Assignor and hereby accepts the assignment and transfer of, all Assignor's right, title and interest in and to the Domain Name, Trademark Application, and Trademarks, and all of the goodwill associated with the Domain Name, Trademark Application, and Trademarks, and the right to sue and recover for infringements occurring prior to this assignment.
2. Assignor represents and warrants that, as of the date this Assignment is executed by both parties, it is the owner of all right, title, and interest in and to the Domain Name, Trademark Application, and Trademarks, and all the goodwill therein; that the Domain Name, Trademark Application, and Trademarks are currently in force; and that it has not licensed, mortgaged, or otherwise transferred any rights in the Domain Name, Trademark Application, and Trademarks to any person or entity other than Assignee.
3. Assignor will provide to Assignee, as far as available, the following:

- a) all its files regarding the application and registration of the Domain Name, Trademark Application and Trademarks, in particular the registration certificates thereof; and
  - b) copies of the correspondence relating to the Domain Name, Trademark Application and Trademarks.
- 4. Assignor will execute and provide to Assignee all documents necessary to record the transfer of the Domain Name, the Trademark Application and the Trademarks to Assignee with the relevant domain name registry and the relevant Patent and Trademark Offices.
  - 5. Assignor is not aware of any action, dispute resolution, opposition, objection or challenge proceeding pending or threatened against the Domain Name, the Trademark Application and the Trademarks.
  - 6. Assignor will not use or register domain names or Trademark identical or similar to the Domain Name or Trademarks in the future.
  - 7. In consideration of the assignment and transfer of the Domain Name, the Trademark Application, and the Trademarks, Assignee shall pay to Assignor the amount of one dollar (US\$1.00), upon execution of this Agreement by both parties.
  - 8. In case this assignment should be considered invalid for any reasons beyond the control of the parties Assignor hereby undertakes to further prosecute and/or maintain the Domain Name, Trademark Application and/or Trademarks on the request and on the expense of Assignee. In this case Assignor will also assist Assignee with the defence of the Domain Name, the Trademark Application and/or the Trademarks.
  - 9. It is the explicit understanding of both parties that in case of invalidity of this Agreement, Assignor will be deemed to have granted to Assignee an exclusive, fully-paid-up, royalty-free and perpetual license to use the Domain Name, the Trademark Application and the Trademarks, beginning with the execution of this Agreement by both parties, and that all use of the Domain Name, the Trademark Application and the Trademark by the Assignee, its Affiliates, designees and sub-licensees will be regarded as use with the consent of Assignor.
  - 10. All external costs arising out of the assignment of the Domain Name, Trademark Application and Trademarks will be borne by Assignee. This does not include the costs for the execution of any assignment documents by the Assignor; such costs will be borne by Assignor.
  - 11. All costs relating to the Domain Name, the Trademark Application and the Trademarks which have been occurred prior to the execution of this Agreement will be borne by Assignor. All other costs including the costs for the further prosecution of any dispute resolution, oppositions, cancellation proceedings, and similar actions initiated by Assignor prior to this assignment will be borne by Assignee.
  - 12. In case any part of this Agreement should be considered to be invalid the remaining provisions will remain in full force and effect. In such case both parties undertake to negotiate an alternative provision which replaces the invalid one as far as possible.

13. Amendments, modifications and/or additions to this Agreement have to be made in writing to be valid.
14. This Agreement is effective for both parties. The parties undertake to impose their rights and obligations arising out of this Agreement to any successors in law.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first below written.

**FOR: Eli Lilly and Company ("Assignor")**

PS2 Name: Douglas K. Norman *Douglas K. Norman*  
Title: Vice President-General Patent Counsel  
Date: November 6, 2009

**FOR: Boehringer Ingelheim Vetmedica GmbH ("Assignee")**

ppa. i.V. *de cl*  
Name: Jürgen Röhmild Petra Leyendecker  
Title: Authorised Signatories  
Date: December 14, 2009