

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
Pfizer Inc.		10/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Boehringer Ingelheim Vetmedica, Inc.		
Street Address:	2621 North Belt Highway		
City:	St. Joseph		
State/Country:	MISSOURI		
Postal Code:	64506		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1589654	RHINO-FLU	
Registration Number:	1171924	RHINOMUNE	
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:	61518-203		
NAME OF SUBMITTER:	Meredith P. Gammill		
Signature:	/MPG-ATLLP/		
Date:	01/06/2010		

CH \$65.00 1589654

Total Attachments: 8

source=Pfizer Assignment of Trademarks-6897798-1#page1.tif

source=Pfizer Assignment of Trademarks-6897798-1#page2.tif

source=Pfizer Assignment of Trademarks-6897798-1#page3.tif

source=Pfizer Assignment of Trademarks-6897798-1#page4.tif

source=Pfizer Assignment of Trademarks-6897798-1#page5.tif

source=Pfizer Assignment of Trademarks-6897798-1#page6.tif

source=Pfizer Assignment of Trademarks-6897798-1#page7.tif

source=Pfizer Assignment of Trademarks-6897798-1#page8.tif

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "*Assignment*"), is entered into and made effective as of October 23, 2009, by and among Pfizer Inc., a Delaware corporation, and Pfizer Products, Inc., a Connecticut corporation, on the one hand (each, an "*Assignor*" and collectively, the "*Assignors*"), and Boehringer Ingelheim Vetmedica, Inc., a Delaware corporation ("*Assignee*"), on the other hand. The Assignors and the Assignee are referred to herein collectively as the "*Parties*" and each of them individually as a "*Party*".

WHEREAS, each Assignor, as applicable, is the sole and exclusive owner in the applicable jurisdiction of the Trademark Rights and of the trademark registrations and registration applications set forth on Schedule A attached hereto and made part hereof (collectively, the "*Marks*").

WHEREAS, in connection with that certain Amended and Restated Asset Purchase Agreement dated as of September 17, 2009 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Asset Purchase Agreement*"), Assignee wishes to acquire from the applicable Assignor, and each applicable Assignor wishes to assign, transfer, convey and deliver to Assignee, the Marks, together with all common law rights therein and all goodwill of the business associated with and symbolized by the Marks.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

2. Conveyance and Acceptance of Marks. Effective as of date hereof, (a) each Assignor hereby irrevocably, without reservation, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns), all of its right, title and interest in and to the Marks in the jurisdiction set forth opposite each such Mark on Schedule A, including all common law rights therein and all trademark registrations and registration applications relating to the Marks, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Marks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks, and all goodwill of the business associated with and symbolized by the Marks and (b) Assignee hereby accepts such assignment, transfer, conveyance, and delivery.

3. Recordation. Each Assignor hereby authorizes Assignee to record this Assignment with the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office, and all other applicable foreign trademark offices or other relevant Governmental Authorities.

4. Further Acts. Assignors shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment. Assignors shall deliver to Assignee (or such third party designated by Assignee in writing within ten (10) days after execution hereof) a list of all deadlines relating to the Marks, within ten (10) days after execution hereof. Furthermore, Assignors shall deliver to Assignee the original files (or true and accurate copies thereof) of Assignors relating to the Marks. To the extent available to Assignors as of the date of execution hereof and kept as part of the file relating to the Marks, Assignors shall also deliver any documents reflecting first use of any of the Marks, representative specimens showing current use of each of the Marks (to the extent such Mark is currently in use or if the Mark is no longer in use, the date of last use) and documents relating to the validity or enforceability of any of the Marks. Assignors shall promptly initiate the delivery process of the original files in Assignors' possession as of the date of execution hereof, which files shall be delivered to Assignee no later than ninety (90) days after the execution hereof, and shall promptly instruct Assignors' trademark counsel to initiate the delivery process of the original files in such counsel's possession as of the date of execution hereof. From the date of execution and for one (1) year thereafter, Assignors shall promptly forward, or instruct Assignors' trademark counsel to forward, to Assignee any correspondence, notices, or other communication relating to the Marks that Assignors or Assignors' trademark counsel may receive from any trademark office or from any third party in connection with or relating to the Marks. The parties will reasonably cooperate to accomplish the transfer contemplated by this Article 4 in an efficient and timely manner.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

6. Jurisdiction. With respect to any suit, action or proceeding relating to this Assignment (each, a "*Proceeding*"), each Party hereto irrevocably (i) agrees and consents to be subject to the jurisdiction of the United States District Court for the Southern District of New York or any New York State court sitting in New York City and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party.

7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

8. **Entire Agreement.** This Assignment (including all Schedules hereto), together with the Asset Purchase Agreement and the Consent Orders, contains the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

9. **Amendment.** Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. **Severability.** The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Assignment, or the application thereof to any Person or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Assignment and the application of such provision to other Persons or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

11. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. This Assignment may be executed by facsimile signatures and such signatures shall be deemed to bind each of the Parties hereto as if they were original signatures.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

PFIZER INC.

By: 

Name: David Reid

Title: Assistant Secretary

PFIZER PRODUCTS INC.

By: 

Name: Tiffany Trunko

Title: Attorney-in-Fact

BOEHRINGER INGELHEIM VETMEDICA,
INC.

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

STATE OF New York }
 } ^{ss}
COUNTY OF New York }

On this 22nd day of October, 2009, before me personally appeared David Reid to me personally known, who, being duly sworn, did say that he/she is the Assistant Secretary of PFIZER INC. and that he/she duly executed the foregoing instrument for and on behalf of PFIZER INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Nia M. Brown

Nia M. Brown
Notary Public, State of New York
No. 0286204784
Qualified in Kings County
Commission Expires April 27, 2013

Notary Public

Expiration Date: April 27, 2013

STATE OF New York }
 } ^{ss}
COUNTY OF New York }

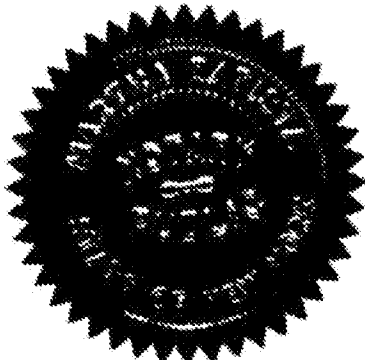
On this 22nd day of October, 2009, before me personally appeared Tiffany Trunko, to me personally known, who, being duly sworn, did say that he/she is the Attorney-in-fact of PFIZER PRODUCTS INC. and that he/she duly executed the foregoing instrument for and on behalf of PFIZER PRODUCTS INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Martha Batista

MARTHA BATISTA
Notary Public, State of New York
No. 01846169725 Qualified in New York County
Commission Expires June 23, 2011

Notary Public

Expiration Date: June 25, 2011



IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.




PFIZER INC.

By: _____
Name: _____
Title: _____

PFIZER PRODUCTS INC.

By: _____
Name: _____
Title: _____

BOEHRINGER INGELHEIM VETMEDICA,
INC.

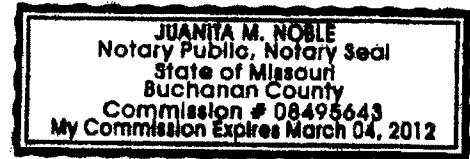
By:  _____
Name:  _____
Title:  _____

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

STATE OF Missouri }
 } ss
COUNTY OF Buchanan }

On this 23 day of October, 2009, before me personally appeared George Heidecker to me personally known, who, being duly sworn, did say that he/she is the President/co o of **BOEHRINGER INGELHEIM VETMEDICA, INC.** and that he/she duly executed the foregoing instrument for and on behalf of **BOEHRINGER INGELHEIM VETMEDICA, INC.** being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Juanita M. Noble
Notary Public
Expiration Date: 3/4/12



SCHEDULE A

(MARKS)

CANADA

Mark Name	Country	Reg No [Appln No]	Current Owner
RHINOFLU	Canada	428294	Pfizer Products Inc.
RHINOMUNE	Canada	519502	Pfizer Products Inc.

UNITED STATES

Mark Name	Country	Reg No [Appln No]	Current Owner
RHINO-FLU	United States	1589654	Pfizer Inc.
RHINOMUNE	United States	1171924	Pfizer Inc.