# 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
MediMedia Animal Health, Inc.		09/02/2010	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	MediMedia Animal Health, LLC
Street Address:	780 Township Line Road
City:	Yardley
State/Country:	PENNSYLVANIA
Postal Code:	19067
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3262317	VETSUITE
Registration Number:	3570688	VETSTREET
Registration Number:	2885947	VETINSITE
Registration Number:	2950589	PETNOTES
Registration Number:	2858362	PET PORTAL
Registration Number:	2860696	VET PORTAL

### **CORRESPONDENCE DATA**

Fax Number: (214)969-4343

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214.969.4280

Email: aashley@akingump.com, trademarkdallas@akingump.com

Correspondent Name: David L. Odom
Address Line 1: 1700 Pacific Avenue

Address Line 2: Suite 4100

Address Line 4: Dallas, TEXAS 75201

TRADEMARK

REEL: 004271 FRAME: 0328

\$165.00

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ATTORNEY DOCKET NUMBER:	682763.0094
NAME OF SUBMITTER:	David L. Odom
Signature:	/DLO/
Date:	09/02/2010
Total Attachments: 3 source=Assignment - MMAH, Inc to MMAH, LLC#page1.tif source=Assignment - MMAH, Inc to MMAH, LLC#page2.tif source=Assignment - MMAH, Inc to MMAH, LLC#page3.tif	

TRADEMARK
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THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective this 2<sup>nd</sup> day of September 2010 (the "Effective Date"), from MediMedia Animal Health, Inc., a Delaware corporation, having an address of 780 Township Line Road, Yardley, PA, 19067 ("ASSIGNOR"), to MediMedia Animal Health, LLC, a Delaware limited liability company, having an address of 780 Township Line Road, Yardley, PA, 19067 ("ASSIGNEE").

WHEREAS, ASSIGNOR owns and has used in its business certain trademark registrations, which are registered with the United States Patent and Trademark Office as follows (the "Trademark Registrations"):

TRADEMARK	U.S. REG. NO.	DATE REGISTERED
VETSUITE & design	3,262,317	July 30, 2007
VETSTREET	3,570,688	February 3, 2009
VETINSITE	2,885,947	September 21, 2004
PETNOTES	2,950,589	May 10, 2005
PET PORTAL	2,858,362	June 29, 2004
VET PORTAL	2,860,696	June 6, 2004

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to the Trademark Registrations and in and to any renewals that may be granted thereon, all together with the goodwill of the business connected therewith; and

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WHEREAS, ASSIGNOR has agreed to assign and does hereby assign by way of this

Assignment its entire right, title, and interest in and to the Trademark Registrations and in and to any

renewals that may be granted thereon, all together with the goodwill associated therewith.

NOW THEREFORE, for the mutual premises and covenants herein and for other good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR

and ASSIGNEE hereby agree as follows:

1. ASSIGNOR represents that it is the exclusive owner of the Trademark Registrations

and that it is entitled to exclusively use the Trademark Registrations.

2. ASSIGNOR represents that it has not assigned, conveyed, transferred or granted to

any third party any interest in, or otherwise encumbered in any manner, the Trademark Registrations;

that, to the best of its knowledge, no third party owns, is entitled to, or has claimed any right or

interest in the Trademark Registrations that would preclude, conflict with or encumber this

Assignment; that all assignments and/or applicable filings that may be necessary to vest in

ASSIGNOR full and complete title to the Trademark Registrations have been obtained; and that

ASSIGNOR hereby consents to this Assignment.

3. ASSIGNOR, as of the Effective Date, hereby sells, assigns, conveys, and transfers to

ASSIGNEE all of its rights, title, and interest in the Trademark Registrations, together with the

goodwill of the business connected therewith and the right to sue and recover for damages for past,

present, and future infringements. ASSIGNEE accepts as of the Effective Date, any and all of

ASSIGNOR's rights, title and interest in the Trademark Registrations, together with the goodwill of

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TRADEMARK
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the business connected therewith and the right to sue and recover for damages for past, present, and

future infringements.

4. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to

execute and deliver further documents and legal instruments as may be necessary, and do all other

things reasonably necessary to perfect in ASSIGNEE, its assigns, successors, and legal

representatives, all right, title, and interest in and to the Trademark Registrations, throughout the

world, including without limitation, executing and delivering any and all powers of attorney,

applications, assignments, declarations, and affidavits.

5. This Assignment is made for the benefit of the ASSIGNEE and its successors and

assigns and may be transferred without the consent of the ASSIGNOR.

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment as

of the Effective Date above.

**ASSIGNOR:** 

MediMedia Animal Health, Inc:

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Typed Name: MATT KAMINER

Title: UP LEGAL

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RECORDED: 09/02/2010

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