

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
MediMedia USA, 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: 10

Property Type	Number	Word Mark
Registration Number:	3258082	COMPENDIUM
Registration Number:	3482376	COMPENDIUM CONTINUING EDUCATION FOR VETERINARIANS
Registration Number:	3526692	COMPENDIUM EQUINE
Registration Number:	3258081	COMPENDIUM ON CONTINUING EDUCATION FOR THE PRACTICING VETERINARIAN
Registration Number:	3691279	STANDARDS OF CARE EMERGENCY AND CRITICAL CARE MEDICINE
Registration Number:	3432115	TECHNICIAN ADVANCES
Registration Number:	2467542	VETERINARY FORUM
Registration Number:	1510929	VETERINARY TECHNICIAN
Registration Number:	2441684	VETERINARY THERAPEUTICS RESEARCH IN APPLIED VETERINARY MEDICINE
Registration Number:	3815547	VETLEARN.COM

CORRESPONDENCE DATA

900170862

**TRADEMARK
 REEL: 004274 FRAME: 0347**

CH \$265.00 3258082

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Correspondent Name: David L. Odom
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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	682763.0094
NAME OF SUBMITTER:	David L. Odom
Signature:	/DLO/
Date:	09/02/2010

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective this 2nd day of September 2010 (the "Effective Date"), from MediMedia USA, 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 trademarks and trademark registrations, which are pending or registered with the United States Patent and Trademark Office as follows (the "Trademarks"):

<u>TRADEMARK</u>	<u>U.S. REG./APPL. Serial No.</u>	<u>DATE REGISTERED or Filed & Published</u>
COMPENDIUM	3,258,082	July 3, 2007
COMPENDIUM CONTINUING EDUCATION FOR VETERINARIANS	3,482,376	August 5, 2008
COMPENDIUM EQUINE	3,526,692	November 4, 2008
COMPENDIUM CONTINUING EDUCATION FOR THE PRACTICING VETERINARIAN	3,258,081	July 3, 2007
STANDARDS OF CARE EMERGENCY AND CRITICAL CARE MEDICINE	3,691,279	October 6, 2009
TECHNICAL ADVANCES	3,432,115	May 20, 2008
VETERINARY FORUM	2,467,542	July 10, 2001
VETERINARY TECHNICIAN	1,510,929	November 1, 1998

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<u>TRADEMARK</u>	<u>U.S. REG./APPL. Serial No.</u>	<u>DATE REGISTERED or Filed & Published</u>
VETERINARY THERAPEUTICS RESEARCH IN APPLIED VETERINARY MEDICINE	2,441,684	April 3, 2001
VETLEARN.COM	3,815,547	July 6, 2010

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

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 Trademarks and in and to any renewals or registrations 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 Trademarks.
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 Trademarks; that, to the best of its knowledge, no third party owns, is entitled to, or has claimed any right or interest in the Trademarks 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 Trademarks 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

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ASSIGNEE all of its rights, title, and interest in the Trademarks, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing. ASSIGNEE accepts as of the Effective Date, any and all of ASSIGNOR's rights, title and interest in the Trademarks, together with the goodwill of the business connected therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing

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 Trademarks, 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.

6. Each party acknowledges that this Assignment is a legal, valid, and binding obligation of the ASSIGNOR and that ASSIGNOR has full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms.

7. This Assignment shall be governed and construed in accordance with the laws of the State of Pennsylvania.

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8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same instrument.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed and delivered this Assignment as of the Effective Date above.

ASSIGNOR:

MediMedia USA, Inc.

By: *M Kammer*

Typed Name: **MATT KAMMER**

Title: **VP LEGAL**

ASSIGNEE:

MediMedia Animal Health, Inc.

By: *M Kammer*

Typed Name: **MATT KAMMER**

Title: **VP legal**