

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Entity Type			
BELCHER PHARMACEUTICALS, INC.			07/01/2010
		CORPORATION: FLORIDA	
RECEIVING PARTY DATA			
Name:		BELCHER PHARMACEUTICALS, LLC	
Also Known As:		AKA BELCHER PHARMACEUTICALS	
Street Address:		6911 BRYAN DAIRY ROAD	
Internal Address:		STE 210	
City:		LARGO	
State/Country:		FLORIDA	
Postal Code:		33777	
Entity Type:		LIMITED LIABILITY COMPANY: FLORIDA	
PROPERTY NUMBERS Total: 1			
Property Type		Number	Word Mark
Registration Number:		3509803	VETPROFEN
CORRESPONDENCE DATA			
Fax Number:		(727)471-0859	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		727-471-0850 x 241	
Email:		MANDEEPT@ONLINEIHP.COM	
Correspondent Name:		MANDEEP K. TANEJA	
Address Line 1:		6911 BRYAN DAIRY ROAD	
Address Line 2:		STE 210	
Address Line 4:		LARGO, FLORIDA 33777	
ATTORNEY DOCKET NUMBER:		VETPROFEN ASSIGNMENT	
NAME OF SUBMITTER:		MANDEEP K TANEJA, VP	

OP \$40.00 3509803

900175295

**TRADEMARK**  
**REEL: 004307 FRAME: 0233**

Signature:	/MKT/
Date:	10/29/2010
Total Attachments: 4 source=Fully Executed Vetprofen TM Assignment Agreement-Belcher INC to Belcher LLC#page1.tif source=Fully Executed Vetprofen TM Assignment Agreement-Belcher INC to Belcher LLC#page2.tif source=Fully Executed Vetprofen TM Assignment Agreement-Belcher INC to Belcher LLC#page3.tif source=Fully Executed Vetprofen TM Assignment Agreement-Belcher INC to Belcher LLC#page4.tif	

## TRADEMARK ASSIGNMENT

This Agreement is by and between BELCHER PHARMACEUTICALS, INC. ("Assignor") and BELCHER PHARMACEUTICALS, LLC ("Assignee").

WHEREAS, Assignor, is the owner of that certain registered trademark attached hereto as Exhibit A and identified as follows: VETPROFEN® ( the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1 USD, payable on JULY 1, 2010.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
  - (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
  - (d) The Trademark does not infringe the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
  - (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
  - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this

Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a writing signed by both parties.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Florida.

Date: October 25, 2010

**ASSIGNOR**

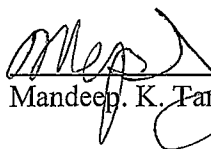
Belcher Pharmaceuticals, Inc.



\_\_\_\_\_  
Carol Dore-Falcone, Vice President & CFO

**ASSIGNEE**

Belcher Pharmaceuticals, LLC.



\_\_\_\_\_  
Mandeep K. Taneja, Vice President

NOTARIZATION FORM

State of Florida

County of Pinellas

On October 26, 2010 before me, Ms. Susan Sweat, Notary, personally appeared Ms. Carol Dore-Falcone, as Vice President and Chief Financial Officer of Belcher Pharmaceuticals, Inc., and Mr. Mandeep K. Taneja, as Vice President and General Counsel for Belcher Pharmaceuticals, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ARE subscribed to the within instrument and acknowledged to me that THEY executed the same in THEIR authorized capacity(ies), and that by THEIR signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

*Susan E. Sweat 10-26-2010*

Notary

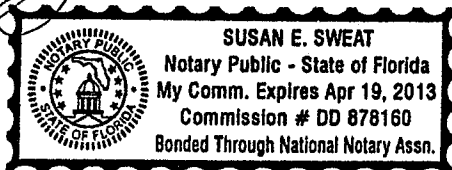


EXHIBIT A



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# VETPROFEN

**Word Mark** VETPROFEN  
**Goods and Services** IC 005. US 006 018 044 046 051 052. G & S: ANTI-INFLAMMATORY DRUG FOR VETERINARY USE. FIRST USE: 20071113. FIRST USE IN COMMERCE: 20071113  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 77328434  
**Filing Date** November 13, 2007  
**Current Filing Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** April 29, 2008  
**Registration Number** 3509803  
**Registration Date** September 30, 2008  
**Owner** (REGISTRANT) BELCHER PHARMACEUTICALS, INC. CORPORATION FLORIDA 6911 BRYAN DAIRY ROAD LARGO FLORIDA 33773  
**Attorney of Record** MANDEEP K. TANEJA  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

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