

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Asset Purchase Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boehringer Ingelheim Vetmedica, Inc.		02/22/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KMG Bernuth, Inc.		
Street Address:	9555 W. Sam Houston Parkway S., Suite 600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77099		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0709813	VAPONA	
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:	iptm@armstrongteasdale.com		
Correspondent Name:	Meredith P. Gammill		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	61518-65		
NAME OF SUBMITTER:	Meredith P. Gammill		
Signature:	/MPG-ATLLP/		
Date:	01/04/2011		

CH \$40.00 0709813

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered this 22nd day of February, 2006, between **BOEHRINGER INGELHEIM VETMEDICA, INC.** a corporation incorporated under the laws of Delaware (the "Seller") and **KMG BERNUTH, INC.**, a corporation incorporated under the laws of Delaware (the "Buyer"). The Buyer and the Seller are referred to collectively herein as the "Parties."

RECITALS:

WHEREAS, this Agreement contemplates a transaction in which the Buyer will purchase substantially all of the assets of the Seller's Business and assume certain of the Liabilities of the Seller in return for the consideration described below;

WHEREAS, the Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase and acquire from Seller, such assets, upon the terms hereinafter set forth;

WHEREAS, the Parties hereto desire to set forth certain agreements made as an inducement to the execution and delivery of this Agreement;

NOW THEREFORE, in consideration of these premises and the agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties, intending to be legally bound, agree as follows:

1—DEFINITIONS. Unless context otherwise requires, capitalized terms shall have the meanings ascribed to them in **EXHIBIT 1**.

2—BASIC TRANSACTION.

2.1 PURCHASE AND SALE OF ASSETS. On and subject to the terms of this Agreement, the Buyer agrees to purchase from the Seller, and the Seller agrees to sell, transfer, convey, and deliver to the Buyer, all of the Acquired Assets at the Closing for the consideration specified below in this §2. Notwithstanding anything else contained herein, the Acquired Assets shall not include any of the assets or rights listed and described on **EXHIBIT 2.1** (the "Excluded Assets").

PAGES 2-7 REDACTED

3.16 INTELLECTUAL PROPERTY.

3.16.1 LIST OF PROPERTY. §3.16.1 of the Disclosure Schedule describes all Intellectual Property owned and used by the Seller solely and directly in the conduct of its Business.

3.16.3 OWNERSHIP. The Seller owns all of the Intellectual Property shown on §3.16.1 of the Disclosure Schedule. Each item of Intellectual Property so owned by the Seller will be owned by the Buyer immediately subsequent to the Closing hereunder.

3.16.4 DETAILS. §3.16.4 of the Disclosure Schedule identifies each registration which has been issued to Seller with respect to any of its Intellectual Property used by the Seller solely and directly in connection with its Business, identifies each pending application for registration which the Seller has made with respect to any of such Intellectual Property, and

unregistered trademark used by Seller directly and solely in connection with its Business. With respect to each item of Intellectual Property identified in §3.16.1 of the Disclosure Schedule: (a) the Seller possesses all right, title, and interest in and to the item, free and clear of any Security Interest, license, or other restriction; (b) the item is not subject to any outstanding Order; (c) no Proceeding is pending or to the Knowledge of Seller is threatened which challenges the legality, validity, enforceability, use, or ownership of the item; and (d) Seller has not agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item.

PAGES 10-22 REDACTED

In Witness Whereof, the undersigned have entered into this Agreement as of the date and year first written above.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**

BUYER

KMG BERNUTH, INC.

By: 

Printed Name: I. Neal Butler

Title: President & Chief Operating Officer

SELLER

Boehringer Ingelheim Vetmedica, Inc.

By:  

Printed Name: David J. Roberts

Title: Vice President Finance, Treasurer, and
Asst. Secretary

§3.16.1—INTELLECTUAL PROPERTY

Registered Trademarks:

Country	Trademark No.	Reg.	Trademark / Goods	Issue Date
U.S.A.	709,813		VAPONA Insecticide	1/17/61