

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																	
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CORRESPONDENCE DATA																	
<p>Fax Number: (303)863-0223 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 303-863-9700 Email: mtrudell@sheridanross.com Correspondent Name: Miriam D. Trudell, Sheridan Ross P.C. Address Line 1: 1560 Broadway, Suite 1200 Address Line 4: Denver, COLORADO 80202</p>																	
ATTORNEY DOCKET NUMBER:	6638AL-1																
DOMESTIC REPRESENTATIVE																	
Name: Miriam D. Trudell, Sheridan Ross P.C.																	

CH \$40.00 3789519

Address Line 1: 1560 Broadway, Suite 1200
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Miriam D. Trudell
Signature:	/miriam trudell/
Date:	04/13/2012

Total Attachments: 12

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DATED

22 MARCH

2012

(1) RECKITT BENCKISER HEALTHCARE (UK) LIMITED

AND

(2) ALSTOE LIMITED

TRADE MARK AND COPYRIGHT ASSIGNMENT

Clarion

Clarion Solicitors Limited
Britannia Chambers
4 Oxford Place
Leeds
LS1 3AX
Ref: 34168.2

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SCHEDULE

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THIS DEED is dated

2012

BETWEEN

- (1) RECKITT BENCKISER HEALTHCARE (UK) LIMITED incorporated and registered in England and Wales with company number 261312 whose registered office is at 103-105 Bath Road, Slough, Berkshire, United Kingdom, SL1 3UH and with a trading address at Dansom Lane, Hull, HU8 7DS, United Kingdom, (the "Assignor");
- (2) ALSTOE LIMITED incorporated and registered in England and Wales with company number 2937525 whose registered office is at 16-20 Dale Road, The Industrial Estate, Sheriff Hutton, York, North Yorkshire, United Kingdom, YO60 6RZ (the "Assignee").

(each a "Party" and together the "Parties")

BACKGROUND

- (A) The Assignor intends to sell certain business assets and liabilities to the Assignee pursuant to the Main Agreement (as defined below).
- (B) Pursuant to the terms of the Main Agreement, the Assignor agrees to assign to the Assignee certain intellectual property rights on the terms set out in this Assignment.

AGREED TERMS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Assignment:

Asset Purchase Agreement means the agreement for the acquisition of Vetergesic entered into on today's date between the Assignor (1) and the Assignee (2);

Assigned Rights means the Trade Marks and the Copyright;

Assignment means this deed of assignment and any document referred to, completed or to be completed in accordance with its provisions;

Assignor's Group	means the Assignor and any person which is from time to time a subsidiary undertaking of the Assignor, a parent undertaking of the Assignor and any other subsidiary undertaking of such parent undertaking;
Copyright	means the copyright and any related rights in the Packaging Designs that relate exclusively to the Vetergesic Product;
Effective Date	means the date of completion of the Main Agreement;
Main Agreement	means an asset purchase agreement between the Assignor and the Assignee dated on or around the date of this Assignment;
Packaging Designs	means the packaging designs, wording and artwork for the Vetergesic Product as set out in the Marketing Authorisations;
Trade Marks	means the registered trade marks and trade mark applications short particulars of which are set out in Schedule 1;
Vetergesic Product	means the product sold prior to the date hereof by the Assignor's Group under the brand name VETERGESIC and/or EQUIGESIC, in either case, for veterinary use.

- 1.2 Clause and schedule headings shall not affect the interpretation of this Assignment.
- 1.3 The schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this Assignment unless stated otherwise.

- 1.5 In this Assignment unless otherwise specified or the context requires otherwise words and expressions defined in the Asset Purchase Agreement shall have the meanings in this Assignment.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this Assignment to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Writing or written includes faxes but not email.
- 1.11 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.12 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. Assignment

- 2.1 In consideration for the promises and obligations of the Assignee set out in the Main Agreement, the Assignor hereby assigns to the Assignee absolutely with full title guarantee as of the Effective Date all its right, title and interest in and to the Assigned Rights, together with:
 - 2.1.1 all rights appurtenant thereto, including without limitation all common law rights therein, the goodwill attaching to the Trade Marks and the goodwill of the business connected with the use of and symbolized by said Trade Marks in relation to the goods in respect of which the Trade Marks are registered or used and any and all other rights or an equivalent or similar nature;

2.1.2 any and all right to bring, make, oppose, defend, or appeal proceedings, claims or actions and obtain relief (and to retain any damages or accounts of profits recovered) in respect of any infringement, or any other cause of action (including in respect of any unauthorized use of the Trade Marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to any of the Trade Marks, use of confusingly similar marks or names by others) arising from ownership, of any of the Assigned Rights, in each case whether occurring before, on, or after the date of this Assignment.

3. Moral Rights

3.1 The Assignor shall if requested by the Assignee provide the Assignee with written absolute waivers from all authors of the Copyright in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in relation to the Copyright and, so far as is legally possible, any broadly equivalent rights such authors may have in any territory of the world.

4. Further Assurance

4.1 The Assignor shall, at the Assignee's cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, as may be reasonably necessary to give full effect to this Assignment and to vest in the Assignee the full benefit of the Assigned Rights. For the avoidance of doubt, it is the Assignee's responsibility at its own cost to record the assignment of the Trade Marks with the relevant Registries.

5. Waiver

5.1 No failure or delay by a Party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

6. Entire Agreement

6.1 This Assignment and the Main Agreement constitute the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to their subject matter.

6.2 Each Party acknowledges that, in entering into this Assignment, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Assignment or the Main Agreement.

6.3 Nothing in this clause shall limit or exclude any liability for fraud.

7. Variation

7.1 No variation of this Assignment shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

8. Severance

8.1 If any court or competent authority finds that any provision of this Assignment (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Assignment shall not be affected.

8.2 If any invalid, unenforceable or illegal provision of this Assignment would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9. Counterparts

9.1 This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Assignment, but all the counterparts shall together constitute the same agreement.

10. Third Party Rights

10.1 No person other than a party to this Assignment shall have any rights to enforce any term of this Assignment.

11. Governing Law and Jurisdiction

11.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Assignment or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Trade Marks

Country	Trade Mark	Registration number	Filing Date	Registration Date/Date of entry on the Register	Next Renewal	Class	Goods
Australia	VETERGESIC	890441	27 September 2001	8 May 2002	27 September 2021	05	Pharmaceutical and veterinary preparations and substances
Canada	VETERGESIC	TMA711,368	14 September 2001	9 April 2008	9 April 2023	05	Analgesic preparations for veterinary use, excluding analgesic preparations for veterinary use containing the active ingredient etodolac or butorphanol and its salts.
European Community	VETERGESIC	001308329	14 September 1999	29 November 2000	14 September 2019	05	Pharmaceutical, veterinary and sanitary preparations and substances.
France	VETERGESIC	1384662	16 December 1986	16 December 1986	16 December 2016	05	Pharmaceutical and veterinary preparations and substances.
New Zealand	VETERGESIC	807185	29 May 2009	3 December 2009	29 May 2019	05	Pharmaceutical and veterinary preparations and substances.
Norway	VETERGESIC	201503	15 September 1999	10 February 2000	10 February 2020	05	Pharmaceutical, veterinary and sanitary preparations and substances.
South Africa	VETERGESIC	2001/17311	2 October 2001	28 March 2006	2 October 2021	05	Pharmaceutical, veterinary and sanitary preparations; dietetic substances adapted for medical use, food for babies; plasters,

Country	Trade Mark	Registration number	Filing Date	Registration Date/Date of entry on the Register	Next Renewal	Class	Goods
Switzerland	VETERGESIC	P-469592	14 September 1999	16 February 2000	14 September 2019	05	materials for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides.
United Kingdom	VETERGESIC	1254065A	9 November 1985	6 March 1987	9 November 2016	05	Pharmaceutical, veterinary and sanitary preparations and substances.
United Kingdom	VETERGESIC	1284330	7 October 1986	19 October 1990	7 October 2017	05	Pharmaceutical, veterinary and sanitary preparations and substances; all for export except to the Republic of Ireland and all included in class 5.
United States of America	VETERGESIC	3789519	18 May 2009	18 May 2010	18 May 2020	05	Veterinary analgesic preparations.
Ireland	EQUIGESIC	239815	13 August 2008	13 August 2008	12 August 2018	05	Veterinary preparations.
United Kingdom	EQUIGESIC	2482126	12 March 2008	25 July 2018	12 March 2018	05	Veterinary preparations.

Trade Mark - Copyright Assignment

EXECUTED as a DEED by RECKITT
BENCKISER HEALTHCARE (UK) LIMITED
acting by
a director in the presence of:

M. S. Kelly
.....
Director

Witness Signature:

Witness Name: *ELIZABETH RICHARDSON*

Witness Address: *6 ALDWICK DRIVE
MADENHEAD, SL6 4TD, UK*

Witness Occupation: *CHARTERED SECRETARY*

EXECUTED as a DEED by ALSTOE LIMITED
acting by
in the presence of:

.....
Director

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a DEED by RECKITT
BENCKISER HEALTHCARE (UK)
LIMITED acting by
a director in the presence of:

.....
Director

Witness Signature:

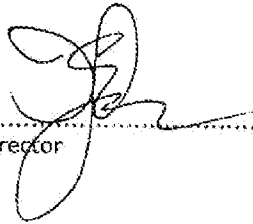
Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a DEED by ALSTOE
LIMITED acting by
a director in the presence of:

.....
Director



Witness Signature: Christian P. Hunt

Witness Name: CHRISTIAN HUNT

Witness Address: 4 OXFORD PLACE

LEWIS, L11 3AX

Witness Occupation: SOLICITOR