

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
Parnell Laboratories (Aust) Pty Ltd		09/18/2009	COMPANY: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Parnell Technologies Pty Ltd		
Street Address:	476 Gardeners Road		
Internal Address:	Unit 4		
City:	Alexandria, NSW		
State/Country:	AUSTRALIA		
Postal Code:	2015		
Entity Type:	COMPANY: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2545590	ESTROPLAN	
CORRESPONDENCE DATA			
Fax Number:	3367235181		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	336-723-5180		
Email:	jarcher@ennsandarcher.com		
Correspondent Name:	Julia C. Archer		
Address Line 1:	939 Burke Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	ESTROPLAN ASSIGNMENT		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

CH \$40.00 2545590

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Julia C. Archer

Signature:

/jarcher/

Date:

09/04/2012

Total Attachments: 28

source=Parnell Technologies Assignment#page1.tif
source=Parnell Technologies Assignment#page2.tif
source=Parnell Technologies Assignment#page3.tif
source=Parnell Technologies Assignment#page4.tif
source=Parnell Technologies Assignment#page5.tif
source=Parnell Technologies Assignment#page6.tif
source=Parnell Technologies Assignment#page7.tif
source=Parnell Technologies Assignment#page8.tif
source=Parnell Technologies Assignment#page9.tif
source=Parnell Technologies Assignment#page10.tif
source=Parnell Technologies Assignment#page11.tif
source=Parnell Technologies Assignment#page12.tif
source=Parnell Technologies Assignment#page13.tif
source=Parnell Technologies Assignment#page14.tif
source=Parnell Technologies Assignment#page15.tif
source=Parnell Technologies Assignment#page16.tif
source=Parnell Technologies Assignment#page17.tif
source=Parnell Technologies Assignment#page18.tif
source=Parnell Technologies Assignment#page19.tif
source=Parnell Technologies Assignment#page20.tif
source=Parnell Technologies Assignment#page21.tif
source=Parnell Technologies Assignment#page22.tif
source=Parnell Technologies Assignment#page23.tif
source=Parnell Technologies Assignment#page24.tif
source=Parnell Technologies Assignment#page25.tif
source=Parnell Technologies Assignment#page26.tif
source=Parnell Technologies Assignment#page27.tif
source=Parnell Technologies Assignment#page28.tif

**Bartier
Perry**

Intellectual Asset Sale Agreement

Parnell Laboratories (Aust) Pty Ltd
ABN 64 003 087 367

Parnell Technologies Pty Ltd
ABN 59 138 251 635

Bartier Perry Pty Limited
ABN 30 124 690 053
Level 18/133 Castlereagh Street
Sydney 2000 Australia
Phone 61 2 8281 7800 Fax 61 2 8281 7838
www.bartier.com.au

MXK/82477
1178923 1 - 092477 - IP Asset Sale Agreement - Technologies vFinal (MXK)

TRADEMARK
REEL: 004854 FRAME: 0715

Table of Contents

Background 1

Operative Provisions 1

 1 Defined Terms and Interpretation..... 1

 2 Conditions Subsequent 5

 3 Sale and Purchase..... 6

 4 Completion..... 6

 5 Title and Risk 7

 6 Copyright Works 7

 7 Domain Names..... 8

 8 Patents 8

 9 Registrations 8

 10 Trade Marks 9

 11 Residual Intellectual Assets 9

 12 Intellectual Assets 10

 13 Warranties..... 11

 14 Moral Rights..... 12

 15 Further Assurance..... 12

 16 GST 13

 17 Notices 14

 18 Confidentiality..... 15

 19 Miscellaneous..... 16

Schedule 1 18

Domain Names 18

Schedule 2 Patent 19

Schedule 3 21

Registration 21

Schedule 4..... 22

Residual Intellectual Assets 22

Schedule 5..... 23

Trade Mark..... 23

Schedule 6 26

Product..... 26

Intellectual Asset Sale Agreement

Date 1~~4~~ ~~SEPTEMBER~~ 2009

Parties

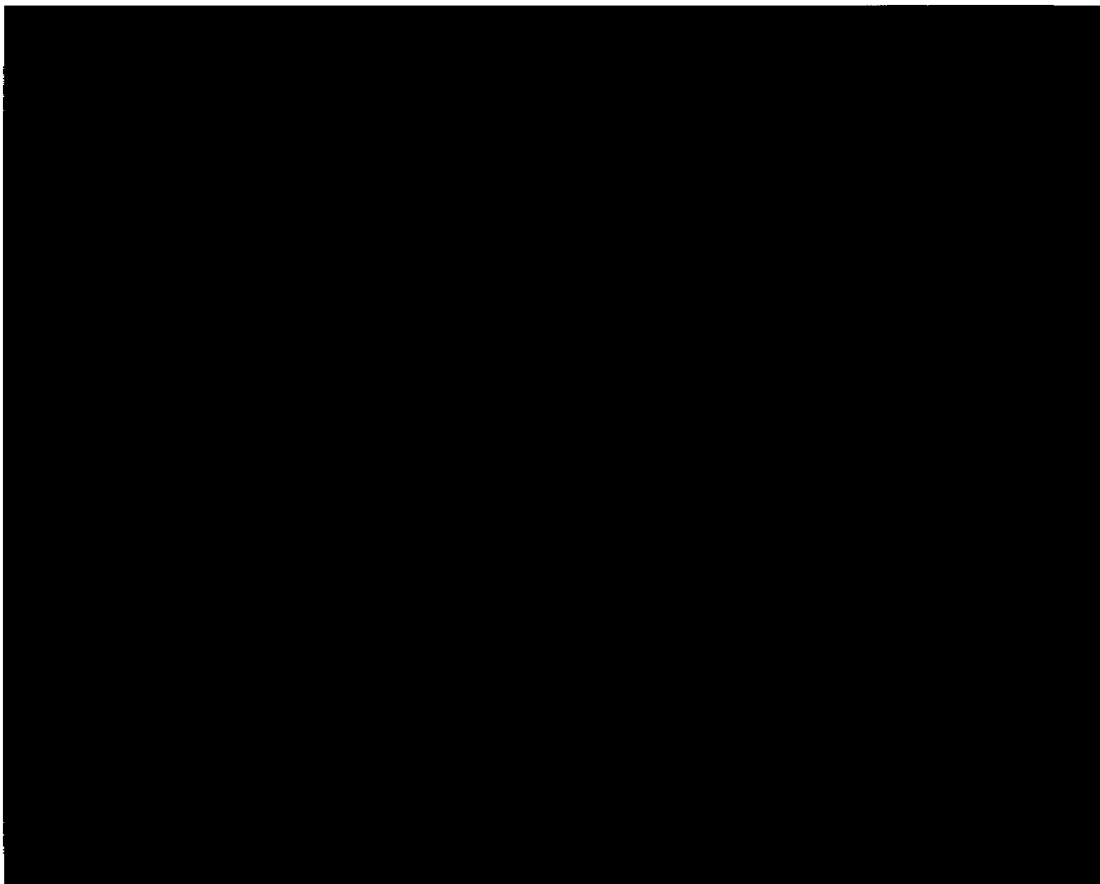
Parnell Laboratories (Aust) Pty Ltd ABN 64 003 087 367 of Unit 6, 476
Gardeners Road, Alexandria, NSW, 2015 (Seller)

Parnell Technologies Pty Ltd ABN 59 138 251 635 of Unit 4, 476 Gardeners
Road, Alexandria, NSW, 2015 (Buyer)

Background

- A. Seller is the legal and beneficial owner of the Intellectual Assets.
- B. Seller has agreed to transfer, and Buyer has agreed to accept, the Intellectual Assets on and subject to the terms of this agreement.

Operative Provisions



Intellectual Asset Sale Agreement



Intellectual Assets means:

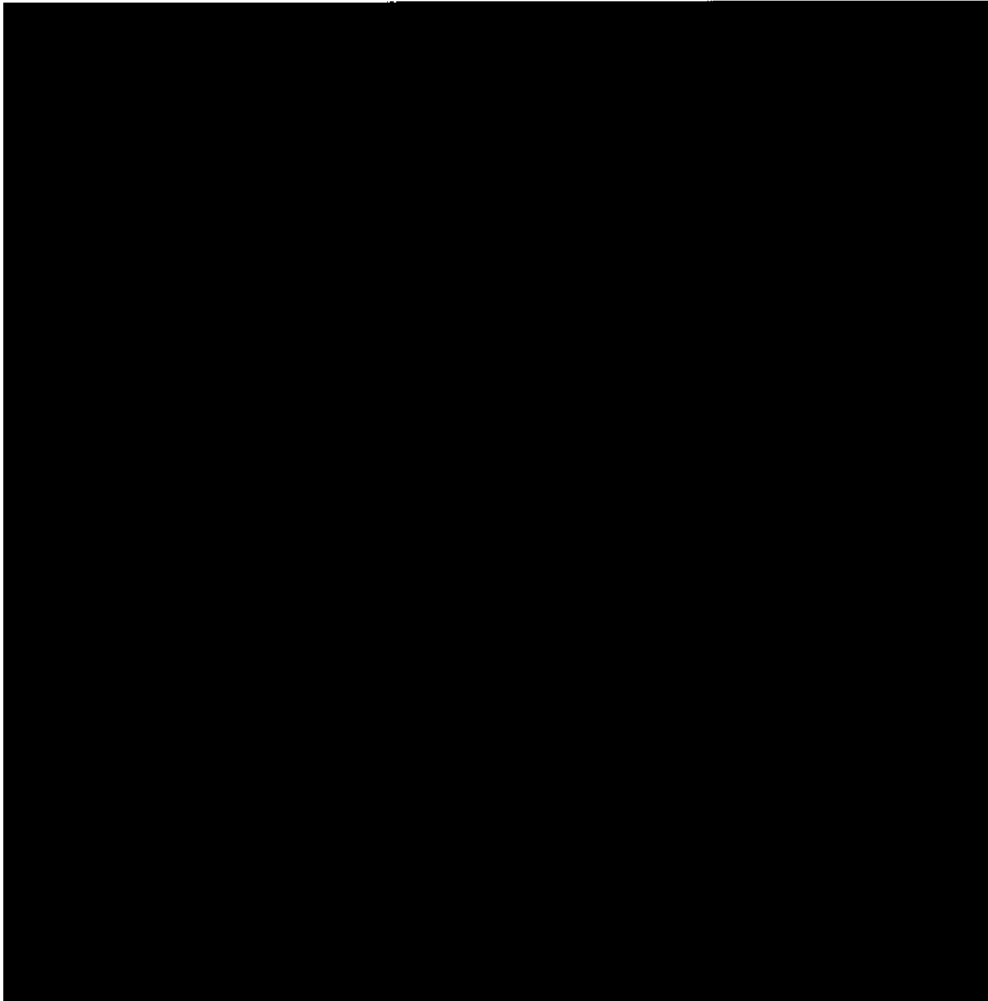
- (a) the Brand Names;
- (b) the Copyright Works;
- (c) the Domain Names;
- (d) the Patents;
- (e) the Registrations;
- (f) the Residual Intellectual Assets; and
- (g) the Trade Marks.

Intellectual Property Rights means all intellectual property and proprietary rights (whether registered or unregistered) including:

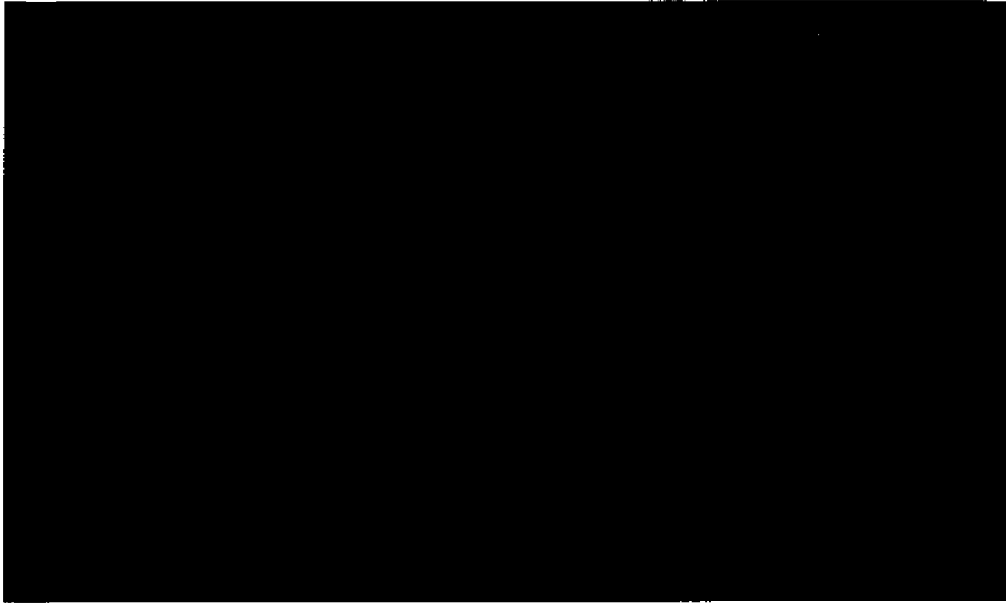
Intellectual Asset Sale Agreement

- (a) business names, domain names, trade or service marks patents, patents, patent applications, designs, copyright, rights in circuit layouts, plant breeder's rights, know how, brand names, inventions, product names, trade secrets, drawings, discoveries, inventions, improvements, technical data, formulae, computer programs, data bases, logos, design rights and any other similar industrial or intellectual property rights subsisting in the results of intellectual effort in any field;
- (b) any application or right to apply for registration of any of these rights; and
- (c) all renewals and extensions of these rights;

as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of 14 July 1967 (as amended from time to time), whether or not registered or capable of registration.



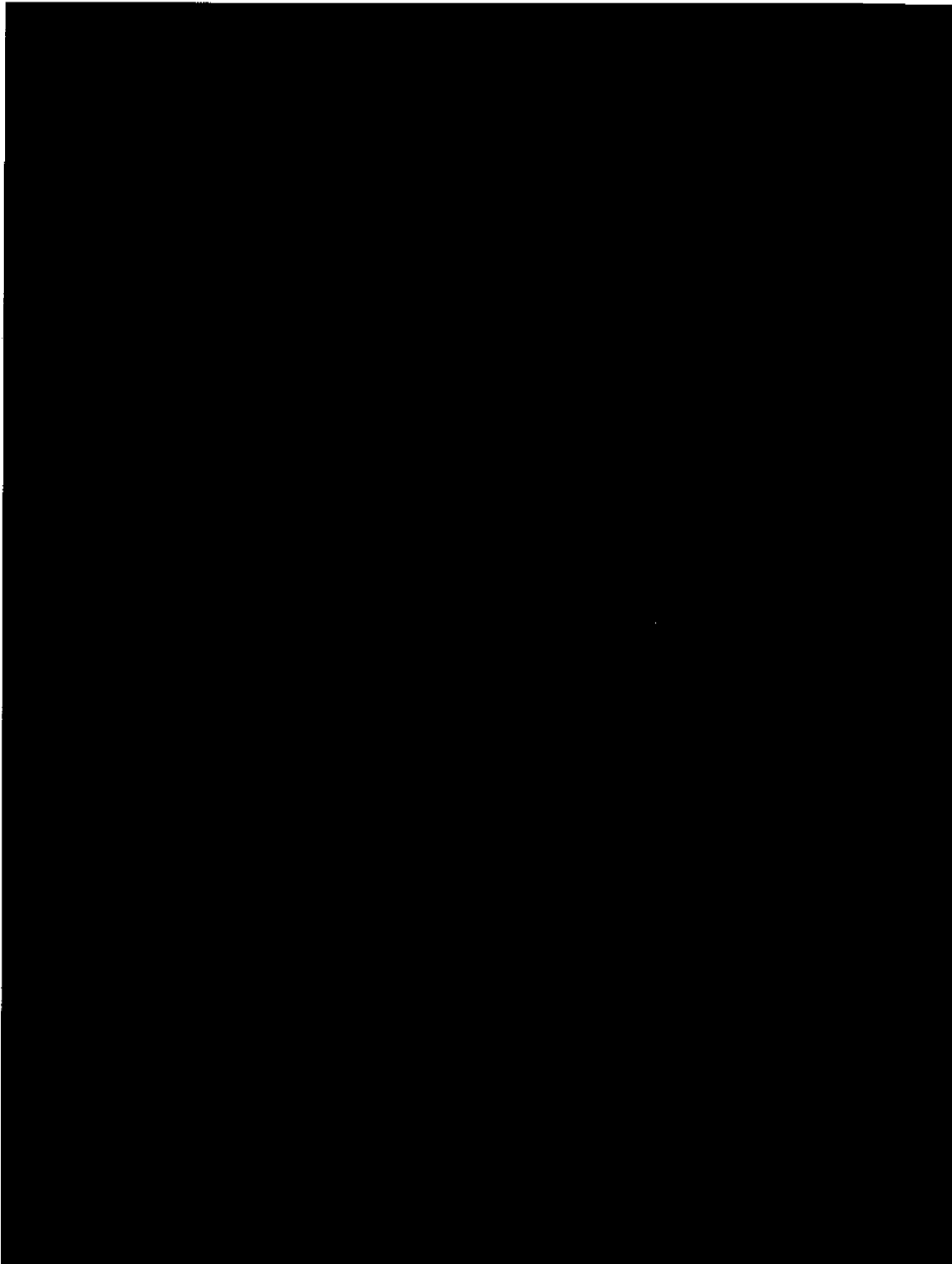
Intellectual Asset Sale Agreement



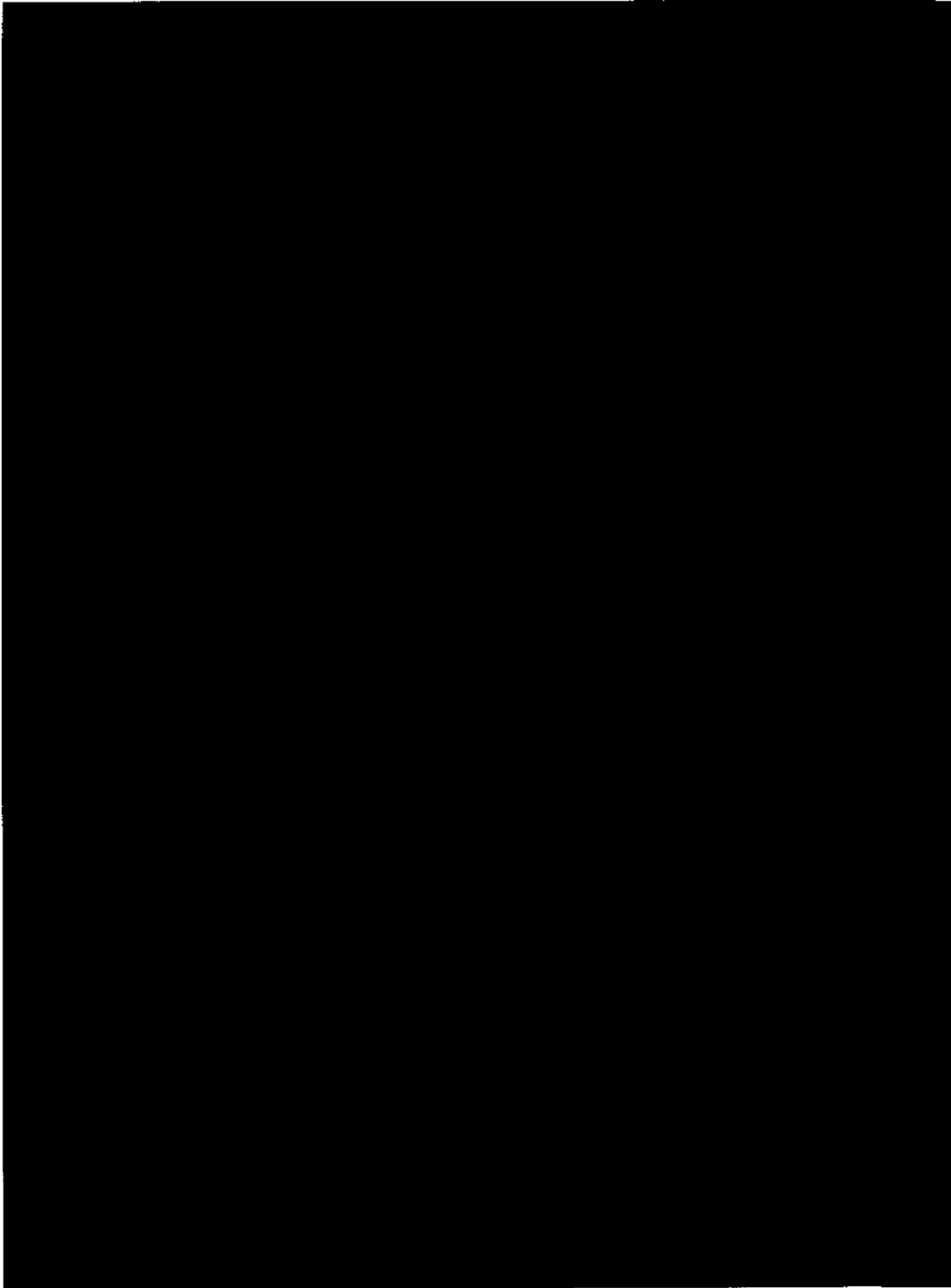
Trade Marks means all trade marks which were used by Seller in the conduct of the Business as at the Effective Date including those specified in Schedule 5.



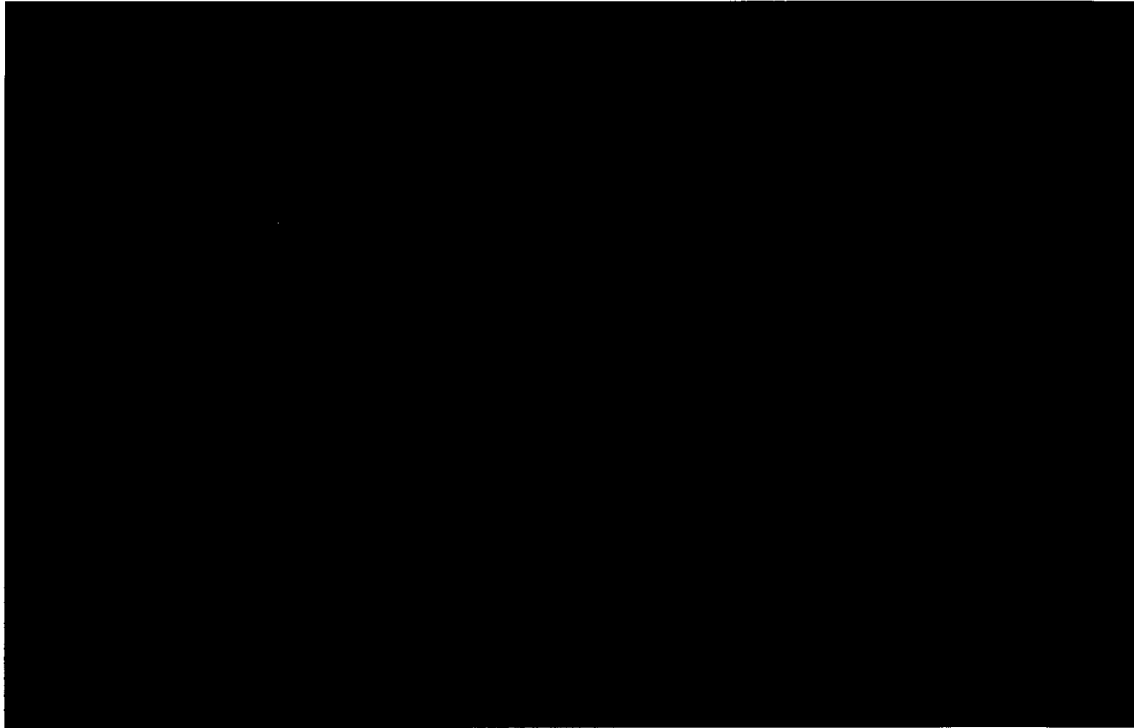
Intellectual Asset Sale Agreement



Intellectual Asset Sale Agreement



Intellectual Asset Sale Agreement



5 Title and Risk

5.1 Title

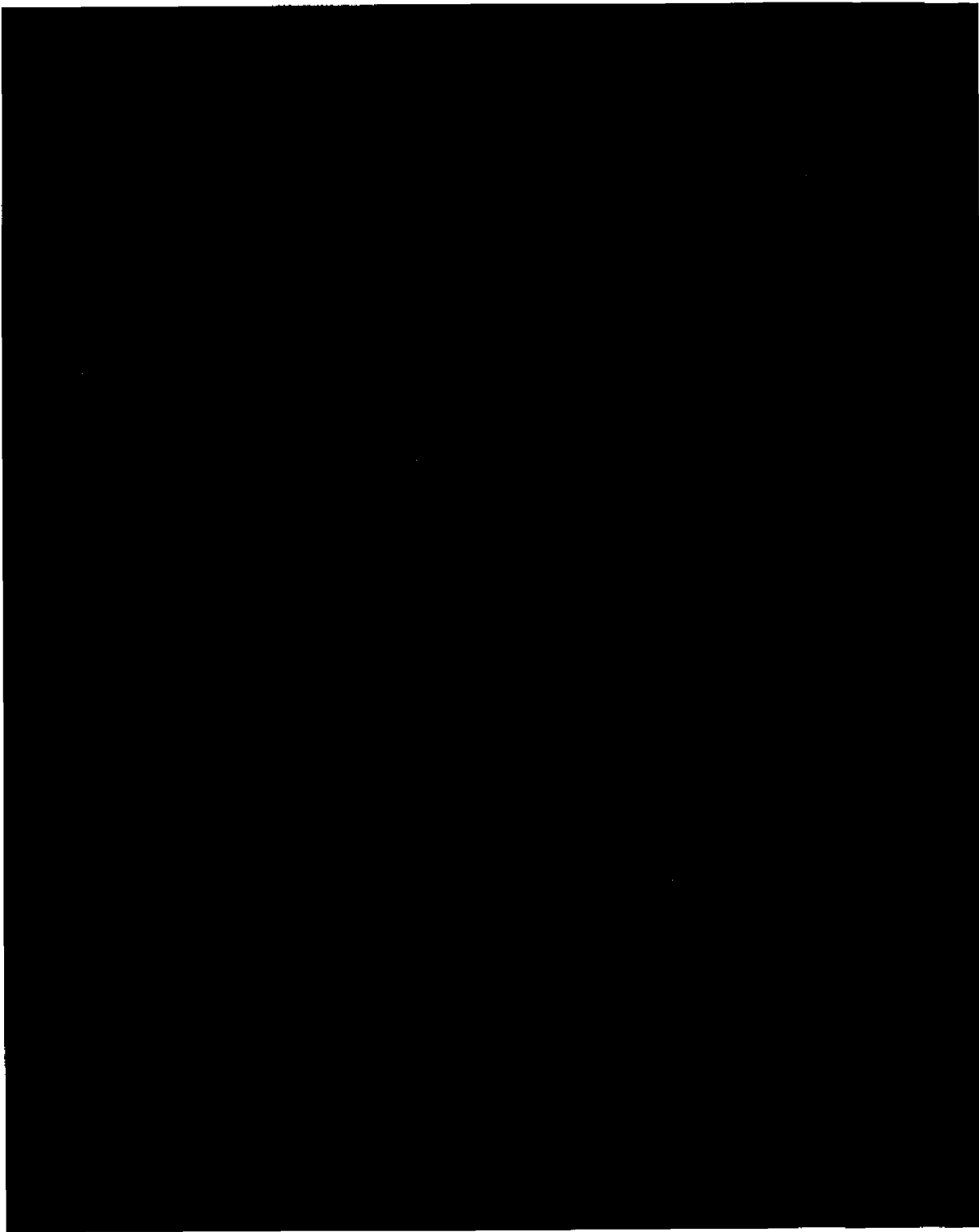
Title to Seller's Interest in the Intellectual Assets passes to Buyer at Completion.

5.2 Possession

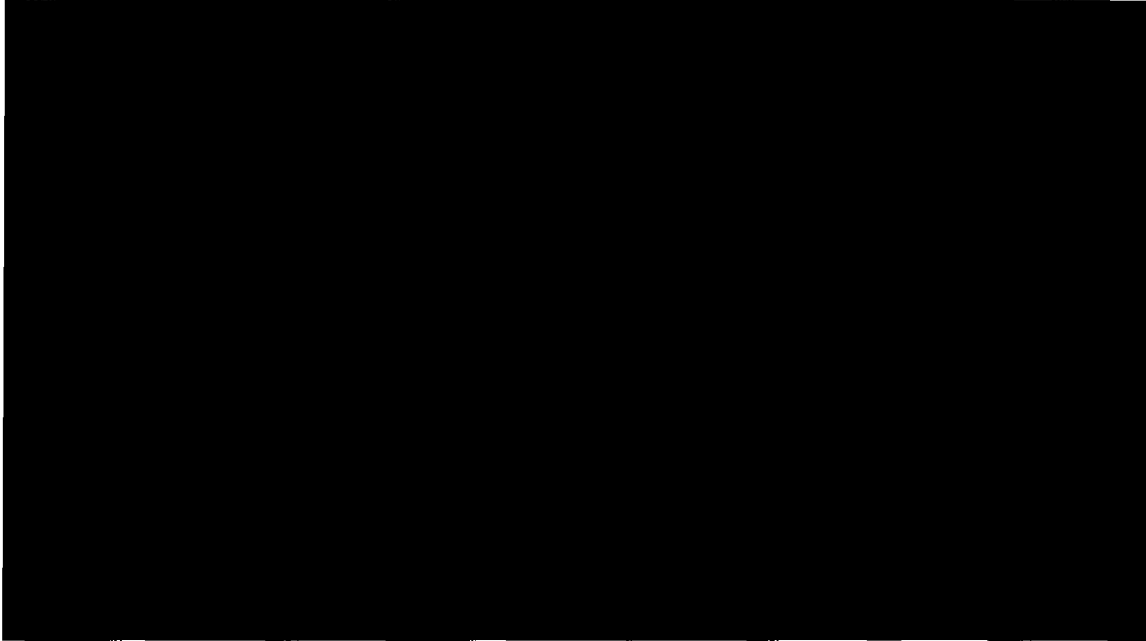
Possession of Seller's Interest in the Intellectual Assets and the risk related to the Intellectual Assets is given and taken at Completion.



Intellectual Asset Sale Agreement



Intellectual Asset Sale Agreement

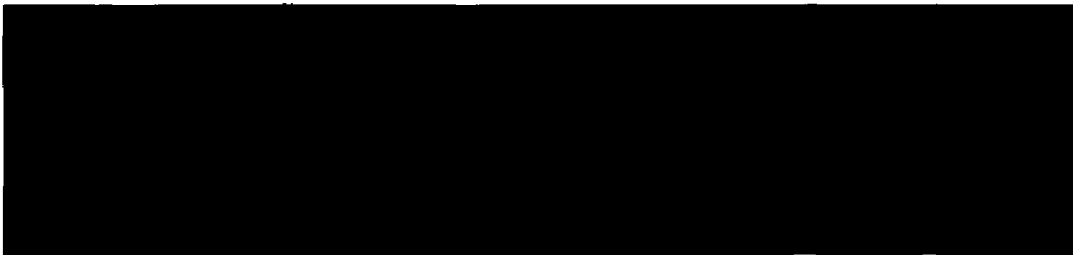


10 Trade Marks

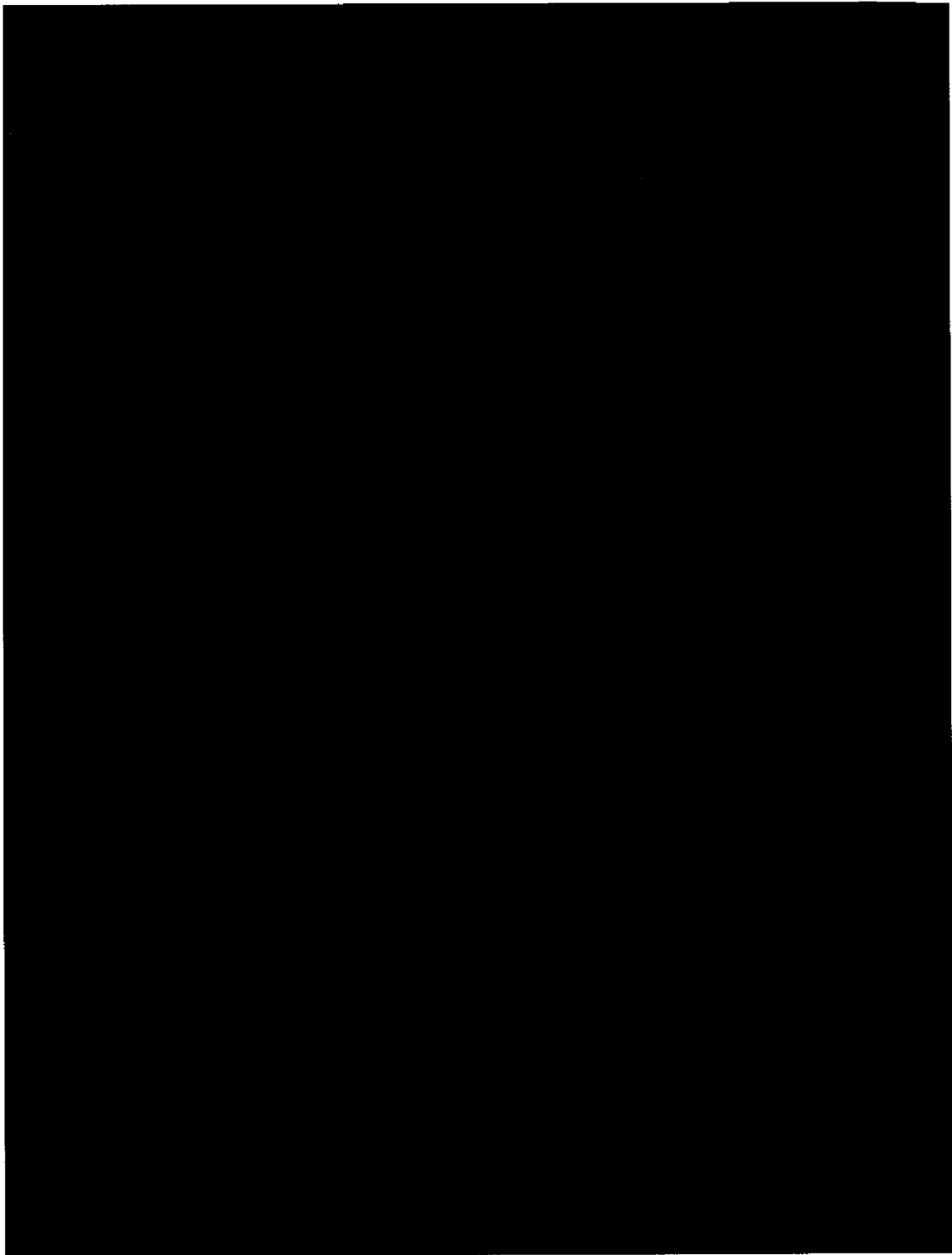
10.1 Assignment

On and with effect from the Effective Date:

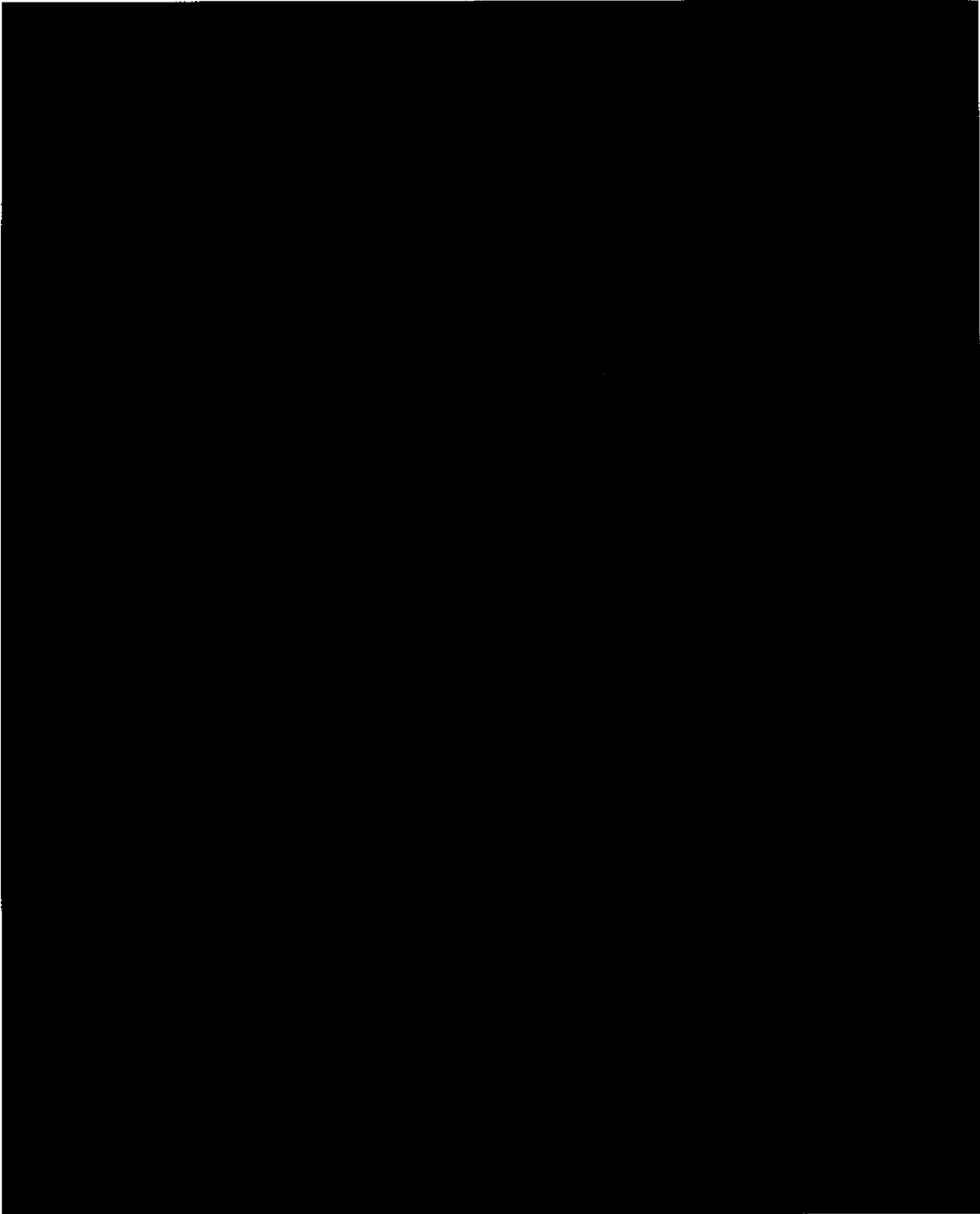
- (a) Seller assigns to Buyer (and Buyer accepts the assignment of) all of Seller's right, title and interest in and to each Trade Mark.
- (b) Seller assigns to Buyer the full right, sole power and authority to apply for entry of Buyer as a registered proprietor on the Australian trade marks register in relation to each Trade Mark (to the extent of Seller's interest).
- (c) Seller assigns to Buyer all rights, if any, that Seller has:
 - (i) to take action against third parties for infringement of any one or more of the Trade Marks, whether or not the infringement took place before the date of this agreement; and
 - (ii) to retain any damages it recovers as a result of such action.



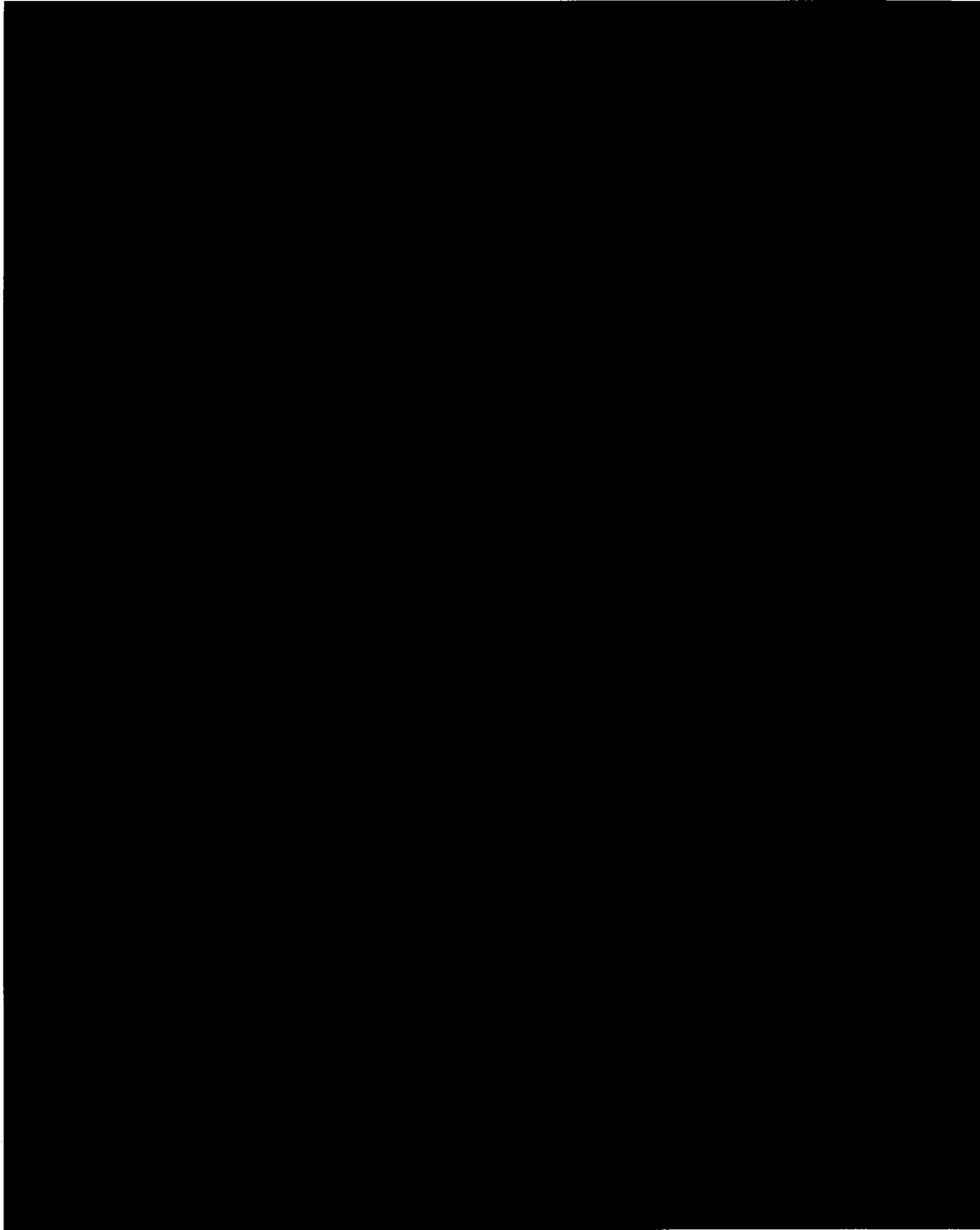
Intellectual Asset Sale Agreement



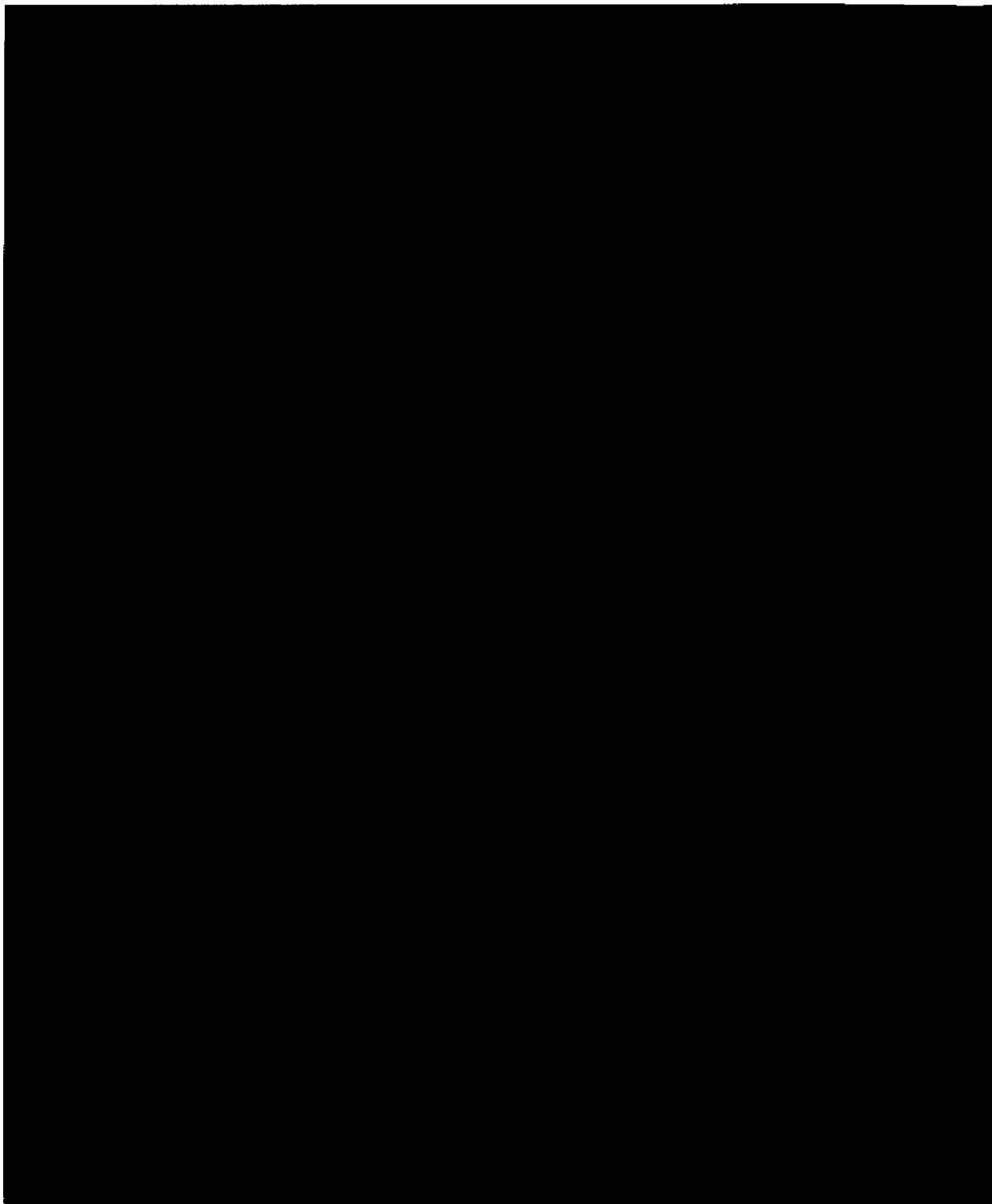
Intellectual Asset Sale Agreement



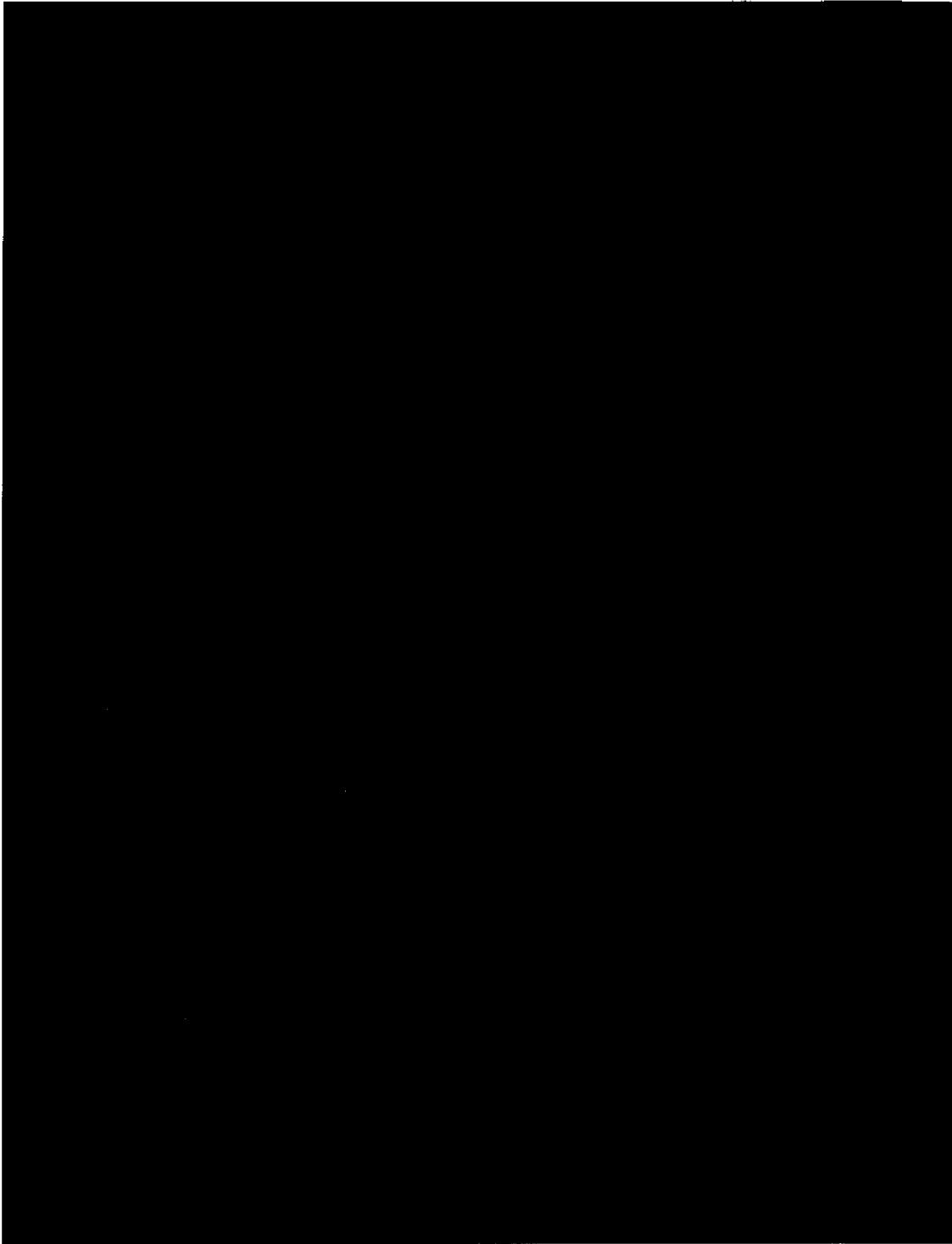
Intellectual Asset Sale Agreement



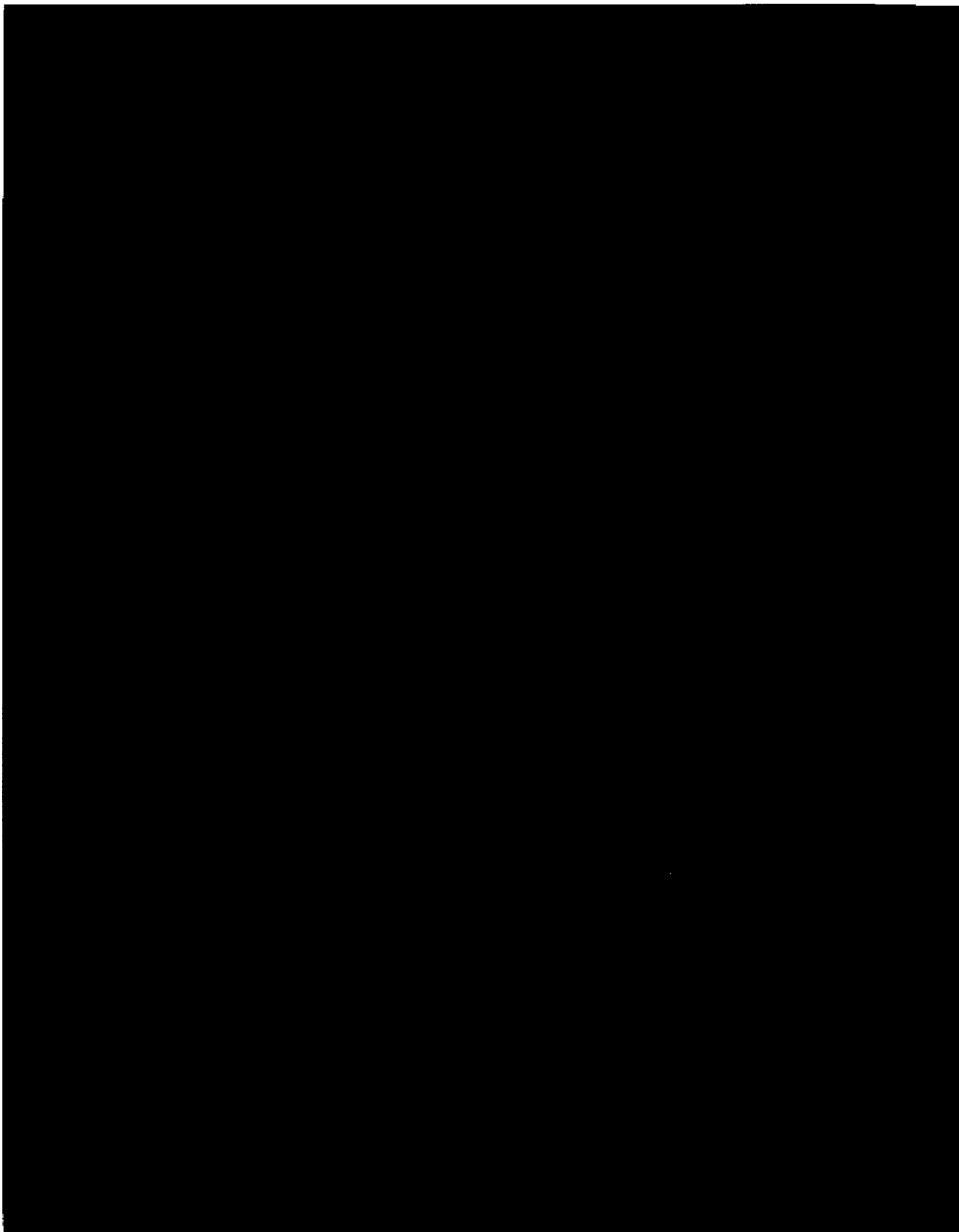
Intellectual Asset Sale Agreement



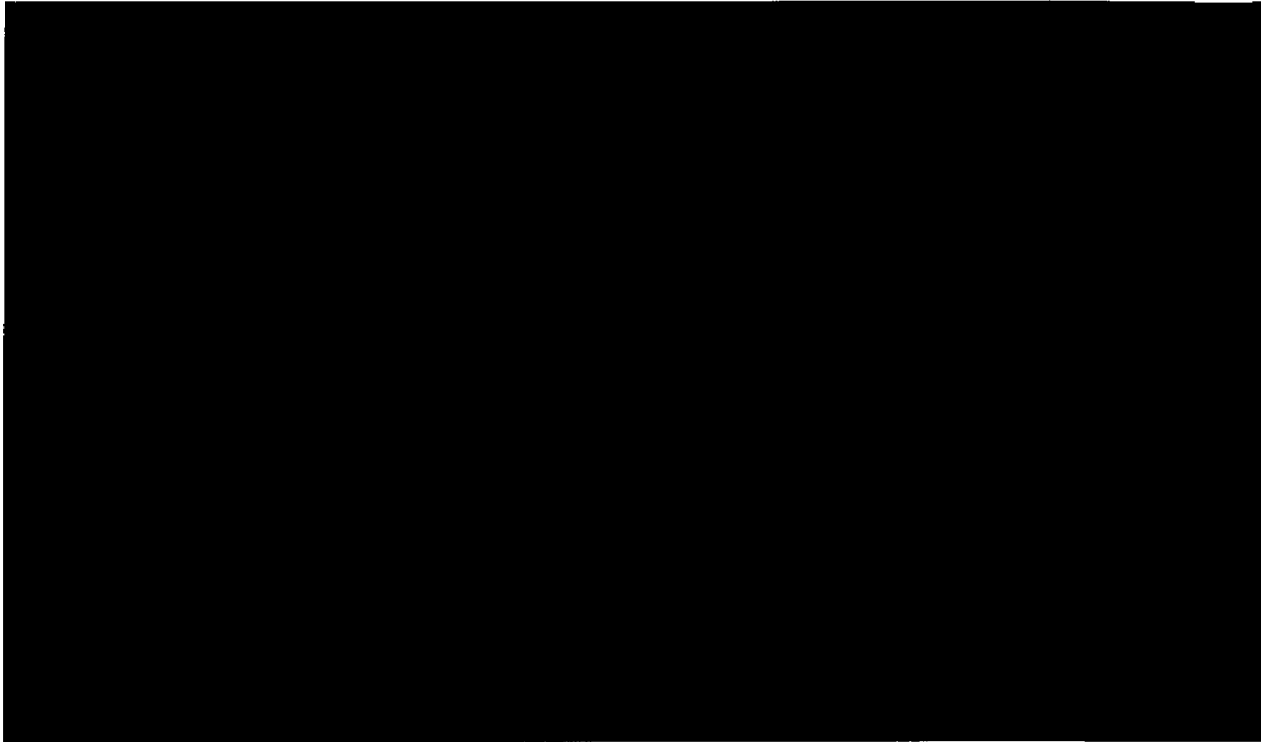
Intellectual Asset Sale Agreement



Intellectual Asset Sale Agreement



Intellectual Asset Sale Agreement



Intellectual Asset Sale Agreement

Executed as an agreement:

Executed by Parnell Laboratories (Aust) Pty Ltd in accordance with section 127 of the Corporations Act by its authorised officer



Signature of sole director/secretary


ALAN RICHARD BELL
Name

Executed by Parnell Technologies Pty Ltd in accordance with section 127 of the Corporations Act by its authorised officer



Signature of director/secretary

ALAN RICHARD BELL
Name



Signature of director

ROBERT THOMAS JOSEPH
Name

Schedule 1

Domain Names

www.parnell.com

Intellectual Asset Sale Agreement

Schedule 2

Patent

Product	Title	Country	Number	Inventor(s)	Filing Date	Application Status
AQUAFOL	Formulations for Anaesthetic Use	Australia	2003204596	Alan Richard Bell Fenelia Cochran Geoffrey Noel O'Connor James Steven Rowe	10 JUN 2003	Yet to be examined
		Canada	2431742		11 JUN 2003	Yet to be examined
		New Zealand	526347		9 JUN 2003	Granted
		USA	60/466951		30 APR 2003	Granted
CUE BULLETS	Bolus for Ruminant Animals	Australia	2004900983	Not Given	26 FEB 2004	-
		PCT	PCT/AU2005/000272		25 FEB 2005	International preliminary examination
		New Zealand	548400		7 JUL 2006	National phase application
CUE HYDRAPLEX	Concentrate for providing essential minerals	Australia	2005901009	Alan Richard Bell Geoffrey Noel O'Connor Richard Shephard	3 MAR 2005	Accepted, to be advertised 27 Oct 2006
		New Zealand	545648		2 MAR 2006	-
CLOXACILLIN PRODRUGS	Prodrugs of isoxazolyl penicillins	Australia	2008904753	Vladimir Marinko Stajic	12 SEP 2008	Innovation patent certified and granted (advertised on 2 Oct 2008)

Intellectual Asset Sale Agreement

Product	Title	Country	Number	Inventor(s)	Filing Date	Application Status
GONADOPRO	Increasing pregnancy rates	Australia	2005908775	Alan Richard Bell Richard W Shephard Salvatore Iemma	2 DEC 2005	Lapsed
TERGIVE ORAL	Anti-inflammatory preparation	Australia	2004906098	Alan Richard Bell Geoffrey Noel O'Connor	21 OCT 2004	-
		PCT	PCT/AU205/001650		12 OCT 2005	International examiner finds all claims novel, inventive and industrially applicable (13 Oct 2006)
ZYDAX	A sulphated polysaccharide compound for clinical use and the preparation and use thereof	Australia	2008903436	Alan Richard Bell Norman William Herbert Cheetham Vladimir Marinko Stajic	4 JUL 2008	Provision patent, waiting on assessment of innovation patent claims
		PCT	-		4 JUL 2008	-
ZYDAX	Sulphated polysaccharide compound for clinical use and the preparation thereof	Australia	2008100730	Alan Richard Bell Norman William Herbert Cheetham Vladimir Marinko Stajic	4 JUL 2008	Innovation patent certified and granted (advertised 2 Oct 2008)
ZYDAX	A sulphated polysaccharide compound for clinical use and the preparation thereof	Australia	2008100725	Alan Richard Bell Norman William Herbert Cheetham Vladimir Marinko Stajic	4 AUG 2008	Innovation patent certified and granted (advertised 2 Oct 2008)
-	Anti-inflammatory preparation	Australia	2005287340	Alan Richard Bell Geoffrey Noel O'Connor	21 OCT 2004	-
-	Stable aqueous propofol formulation	Australia	1998PP4449		2 JUL 1998	Lapsed

Intellectual Asset Sale Agreement

Schedule 3

Registration

MXK/92477

1176923 1 - 092477 - IP Asset Sale Agreement - Technologies vFinal (MXK)

21

Intellectual Asset Sale Agreement

Schedule 4

Residual Intellectual Assets

Intellectual Asset Sale Agreement

Schedule 5

Trade Mark

Word/Phrase	Country	Trade Mark No	Class	Application Date	Registration Date	Renewal	Status
ABAXXID	Australia	982582	5	17 DEC 2003	24 SEP 2004	17 DEC 2013	Registered/Protected
	New Zealand	706019	5	17 OCT 2003	10 MAR 2005	17 DEC 2010	Registered/Protected
AQUAFOL	IPO	846931	5	-	11 FEB 2005	11 FEB 2015	Registered/Protected
	Australia	991595	5	2 MAR 2004	2 DEC 2004	2 MAR 2014	Registered/Protected
	New Zealand	708919	5	2 MAR 2004	2 SEP 2004	2 MAR 2014	Registered/Protected
	European Union	IR 846931	5	-	-	11 FEB 2015	Registered/Protected
	USA	3117339	5	-	18 JUL 2006	18 JUL 2011 - 2012	Registered/Protected
	Japan	IR 846931	5	-	-	-	Accepted
	Canada	1255160	5	22 APR 2005	-	-	Accepted
BOLDEX	Australia	998079	5	15 APR 2004	14 JAN 2005	15 APR 2015	Registered/Protected
BUVONAL	Australia	985642	5	20 JAN 2004	18 OCT 2004	20 JAN 2014	Registered/Protected
CATALEX	Australia	1003894	5	26 MAY 2004	16 MAR 2005	26 MAY 2014	Registered/Protected
	New Zealand	712919	5	26 MAY 2004	2 DEC 2004	26 MAY 2014	Registered/Protected
COWPLAN	Australia	734390	5	13 MAY 1997	5 DEC 1997	13 MAY 2007	Registered/Protected
EASYPLAN	Australia	734387	5	13 MAY 1997	5 DEC 1997	13 MAY 2007	Registered/Protected
ESTROPLAN	Australia	734386	5	13 MAY 1997	19 DEC 1997	13 MAY 2007	Registered/Protected

Intellectual Asset Sale Agreement

Word/Phrase	Country	Trade Mark No	Class	Application Date	Registration Date	Renewal	Status
	New Zealand	745804	5	4 APR 2006	-	4 APR 2016	Registered/Protected
	USA	2545590	5	30 OCT 2002	12 MAR 2002	12 MAR 2012	Registered/Protected
	Canada	1002989	5	26 JAN 1999	5 MAR 2001	5 MAR 2016	Registered/Protected
GASTRIN	Australia	991591	5	2 MAR 2004	12 JAN 2005	2 MAR 2014	Registered/Protected
	New Zealand	708913	5	2 MAR 2004	2 SEP 2004	2 MAR 2014	Registered/Protected
GLYDE	Australia	980880	5	8 JUL 2003	8 JUN 2004	8 JUL 2013	Registered/Protected
	New Zealand	682514	5	8 JUL 2003	8 JAN 2004	8 JUL 2010	Registered/Protected
GONABREED	Australia	971168	5	19 SEP 2003	4 MAY 2004	19 SEP 2013	Registered/Protected
	New Zealand	701924	5	22 SEP 2003	25 MAR 2004	22 SEP 2013	Registered/Protected
	USA	75825837	5	18 NOV 1999	25 OCT 2005	25 OCT 2015	Registered/Protected
	Canada	1223051	-	9 JUL 2004	23 JUN 2005	23 JUN 2020	Registered/Protected
HEPTAMAX	Australia	991593	5	2 MAR 2004	2 DEC 2004	2 MAR 2014	Registered/Protected
	New Zealand	708916	5	2 MAR 2004	2 SEP 2004	2 MAR 2014	Registered/Protected
IMIDOX	Australia	985641	5	20 JAN 2004	6 DEC 2004	20 JAN 2014	Registered/Protected
MACROMECC	Australia	991592	5	2 MAR 2004	2 DEC 2004	2 MAR 2014	Registered/Protected
	New Zealand	708914	5	2 MAR 2004	2 SEP 2004	2 MAR 2014	Registered/Protected
OVSYNCH	Australia	783290	5	18 JAN 1999	17 SEP 1999	18 JAN 2008	Registered/Protected
	New Zealand	304125	5	20 JAN 1999	12 MAY 2000	20 JAN 2016	Registered/Protected
PARVON	Australia	1019133	5	6 SEP 2004	31 MAY 2005	6 SEP 2014	Registered/Protected
	New Zealand	708395	5	19 FEB 2004	19 AUG 2004	19 FEB 2014	Registered/Protected

Intellectual Asset Sale Agreement

Word/Phrase	Country	Trade Mark No	Class	Application Date	Registration Date	Renewal	Status
QUICKPLAN	Australia	734388	5	13 MAY 1997	5 DEC 1997	13 MAY 2007	Registered/Protected
RIBOGEN	Australia	1018308	5	31 AUG 2004	27 JAN 2006	31 AUG 2014	Registered/Protected
	New Zealand	717748	5	31 AUG 2008	8 SEP 2005	31 AUG 2014	Registered/Protected
RIBOSIDE	Australia	1003883	5	26 MAY 2004	-	-	Withdrawn
ROEDOXX	Australia	982564	5	17 DEC 2003	24 SEP 2004	17 DEC 2013	Registered/Protected
	New Zealand	706018	5	17 DEC 2003	17 JUN 2004	17 DEC 2013	Registered/Protected
SPECTIMAX	Australia	991594	5	2 MAR 2004	16 DEC 2004	2 MAR 2014	Registered/Protected
	New Zealand	708917	5	2 MAR 2004	2 SEP 2004	2 MAR 2014	Registered/Protected
SYNCHROPLAN	Australia	783381	5	19 JAN 1999	10 MAR 2000	19 JAN 2019	Registered/Protected
	New Zealand	304126	5	-	-	20 JAN 2016	Registered/Protected
TERGIVE	Australia	980127	5	2 JUL 2003	17 MAR 2004	2 JUL 2013	Registered/Protected
	New Zealand	882053	5	2 JUL 2003	5 JAN 2004	2 JUL 2010	Registered/Protected
ZYDAX	Australia	949601	5	4 APR 2003	23 JAN 2004	4 APR 2013	Registered/Protected

Intellectual Asset Sale Agreement

Schedule 6

Product

AQUAFOL

ESTROPLAN FLEXI

GLYDE ORAL PASTE FOR DOGS

GLYDE ORAL POWDER FOR DOGS

GONABREED INJECTION

KEY INJECTION

OVSYNCH 1 INJECTION

OVSYNCH 3 INJECTION

PARNELL KETAMINE INJECTION

TERGIVE 30

ZYDAX 100 INJECTION

CUE INJECTION

ESTROPLAN INJECTION

GLYDE ORAL PASTE FOR HORSES

GLYDE ORAL POWDER FOR HORSES

IMIDOX INJECTION

METHONE INJECTION

OVSYNCH 2 INJECTION

PAMLIN INJECTION

TERGIVE 10

TERGIVE INJECTION

ZYDAX 250 INJECTION

MDR492477

1178923 1 - 092477 - IP Asset Sale Agreement - Technologies vFinal (MXK)

28