

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
BEXINC LIMITED		01/30/2012	CORPORATION: CYPRUS

RECEIVING PARTY DATA

Name:	Dechra limited
Street Address:	Dechra House, Jamage Industrial Estate, Talke Pits
City:	Stoke on Trent
State/Country:	UNITED KINGDOM
Postal Code:	ST7 1XW
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1889126	HY-50

CORRESPONDENCE DATA

Fax Number: 2027995144
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2027994000
 Email: gregory.esau@dlapiper.com
 Correspondent Name: Thomas E. Zutic
 Address Line 1: 500 Eighth Street, NW
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

OP \$40.00 1889126

TRADEMARK

NAME OF SUBMITTER:	Thomas E. Zutic
Signature:	/Thomas E. Zutic/
Date:	09/11/2012
Total Attachments: 9 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif source=assignment#page6.tif source=assignment#page7.tif source=assignment#page8.tif source=assignment#page9.tif	

DATED

30 January

2012

(1) BEXINC LIMITED

- and -

(2) DECHRA LIMITED

ASSIGNMENT AGREEMENT

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BETWEEN:

- (1) **BEXINC LIMITED**, a company formed under the laws of Cyprus whose registered office is at 7D, Nikou Kranidioti Street, Tower 4, Suite 302, 2411 Engomi, Nicosia, Cyprus ("Assignor"); and
- (2) **DECHRA LIMITED**, a company incorporated in England and Wales under company number 04513124 whose registered office is at Dechra House, Jamage Industrial Estate, Talke Pits, Stoke on Trent ST7 1XW ("Assignee").

BACKGROUND:

- A The Assignor is the proprietor of the registered trade marks, short particulars of which are set out in the schedule ("**Trade Marks**").
- B By the asset purchase agreement dated 30 January 2012 between the Assignor and the Assignee ("**APA**"), the Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this Assignment.

IT IS AGREED:

1. ASSIGNMENT

- 1.1 Pursuant to and for the consideration set out in the APA and the mutual rights and obligations set out in this Assignment, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including
 - 1.1.1 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
 - 1.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this Assignment.

2. COVENANT NOT TO USE

- 2.1 The Assignor hereby covenants that immediately upon execution of this Assignment and at all times thereafter it will:
 - 2.1.1 not make any further use of the Trade Marks in any way whatsoever which shall include a covenant not to sell, offer, expose for sale, advertise, promote or supply any services or products of whatsoever nature and in any medium (including the internet) under or by reference to the Trade Marks (whether used alone or combined with any other word or letters or in whatsoever typeface) or any sign or signs identical or similar to or any colourable imitation of the Trade Marks in connection with any activity whatsoever;

- 2.1.2 not apply to register anywhere in the world (save for Canada) any trade or service marks or domain names containing the Trade Marks or which are identical to or confusingly similar to the Trade Marks;
- 2.1.3 not permit any person or other entity under its power or control to do any of the acts described in clauses 2.1.1 and 2.1.2 hereof.
- 2.2 The Assignor will remove, and will procure that any entity under its power or control will remove, all references to the Trade Marks from all business stationery, catalogues, websites, email addresses, URLs, brochures and other documents of the Assignor or any aforesaid entity within [45 days] of the date of this Assignment save for a link on the Assignor's website directing customers to the Assignee's website for sales outside Canada.

3. WARRANTY

The Assignor warrants that:

- 3.1 it is the sole legal and beneficial owner of the Trade Marks and registered proprietor of the registration to register the Trade Marks;
- 3.2 the Trade Marks are valid and in full force and effect and all relevant renewal or other fees have been paid on their respective due dates for payment;
- 3.3 there are no existing contracts or arrangements under which the Assignor is granted by, or grants to any third party, any licence or right in or to the Trade Marks;
- 3.4 the Trade Marks do not infringe the rights of any third party;
- 3.5 no claims by any third party have been made or threatened against the Assignor in respect of the Trade Marks and/or the use thereof and no such claims are pending and there are no facts or matters which might give rise to any such claims; and
- 3.6 it has no title to or rights in any trade mark or domain name containing the Trade Marks and/or the letters "HY-50" other than those set forth in the schedule hereto.

4. INDEMNITY

- 4.1 The Assignor shall indemnify and hold the Assignee harmless against all and any loss, damages, liability and costs (including reasonable legal expenses) that the Assignee suffers or incurs as a result of or in connection with any breach by the Assignor of the warranties in clause 3 above. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.
- 4.2 Subject to clause 4.4 below, this indemnity shall apply whether or not the Assignee has been negligent or at fault.
- 4.3 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.
- 4.4 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

5. FURTHER ASSURANCE

- 5.1 The Assignor shall at the request and cost of the Assignee do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this Assignment and to vest in the Assignee the full benefit of the Trade Marks.
- 5.2 The Assignor hereby undertakes to notify the Assignee of any trade mark registrations and/or applications containing the Trade Marks and/or the letters "HY-50" which it may own or have rights in other than those set forth in schedule hereto (if it shall discover any of the same) and at the Assignee's request to execute all such documents and do all such acts and things as will vest all rights in such registrations and/or applications in the Assignee.

6. ENTIRE AGREEMENT

- 6.1 This Assignment constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its 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.
- 6.3 Nothing in this clause shall limit or exclude any liability for fraud.

7. VARIATION

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

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. No counterpart shall be effective until each party has executed at least one counterpart.

10. THIRD PARTY RIGHTS

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 matter arising from or in connection with it shall be governed by and construed in accordance with English law.
- 11.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Assignment.

IN WITNESS whereof the parties have executed this Assignment on the date first above written.

SCHEDULE 1: TRADE MARKS

Country	Trade Mark	Number	Filing Date	Registration Date	Class	Proprietor	Status
US	HY-50	1889126	31/12/1992	11/04/1995	5	Bexinc Limited	Registered
CTM	HY-50	1997931	13/12/2000	18/03/2002	5	Bexinc Limited	Registered

AA/SHFDP/50050/120081/UKM/37079834.1

Executed as a deed, but not delivered until the)
first date specified on page 1, by BEXINC)
LIMITED:)

Signature

Name (block capitals)
Director

Signature

Name (block capitals)
Secretary/Director

Executed as a deed, but not delivered until the)
first date specified on page 1, by DECHRA)
LIMITED:)

Signature 

Name (block capitals) IAN DAVID PAGE
Director

Signature 

Name (block capitals) SIMON DAVID EVANS
Secretary/Director

Executed as a deed, but not delivered until the)
first date specified on page 1, by BEXINC)
LIMITED:)

Signature

Name (block capitals)

NAIKY MERHETE
Director

Signature

Name (block capitals)

BEDROS DER ARAKCUNO
Secretary/Director

BEXINC LIMITED

Executed as a deed, but not delivered until the)
first date specified on page 1, by DECHRA)
LIMITED:)

Signature

Name (block capitals)

Director

Signature

Name (block capitals)

Secretary/Director