

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
KMG-Bernuth, Inc.		03/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bayer HealthCare LLC
Street Address:	100 Bayer Road
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15205
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3445821	AVENGER
Registration Number:	3756732	CATRON
Registration Number:	0709813	VAPONA

CORRESPONDENCE DATA	
Fax Number:	4127784432
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4127774860
Email:	BayerTrademarkUS@bayer.com
Correspondent Name:	Jeffrey M. Gitchel
Address Line 1:	100 Bayer Road
Address Line 4:	Pittsburgh, PALMYRA ATOLL 15205

NAME OF SUBMITTER:	Jeffrey Gitchel
Signature:	/Jeffrey Gitchel/

CH \$90.00 3445821

Date:

09/24/2012

Total Attachments: 8

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT (the "*Assignment*") is made and delivered as of March 1, 2012 by KMG-Bernuth, Inc., a Delaware corporation ("*Assignor*") in favor of Bayer Healthcare LLC, a Delaware limited liability company ("*Assignor*").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement dated February 13, 2012 (the "*Asset Purchase Agreement*") which is incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement. Under the terms of the Asset Purchase Agreement, Assignor agreed to sell, transfer, and assign to Assignee the Intellectual Property of Assignor shown on Exhibit A hereto (the "*Purchased Intellectual Property*").

NOW THEREFORE, Assignor, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally grant, sell, bargain, assign, transfer, convey and deliver to Assignee, its successors and assigns, all of Assignor's right, title and interest free and clear of all Liens, in and to the Purchased Intellectual Property, together with the goodwill of the business connected with such Purchased Intellectual Property and any right to recover for past infringement of Purchased Intellectual Property, TO HAVE AND TO HOLD without reservation and with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for their own use and behalf forever; and Assignor hereby authorizes and requests the commissioner of Patents and Trademarks or other equivalent official in any jurisdiction in the world to transfer all patents, trademarks and servicemarks included in the Purchased Intellectual Property to Assignee.

To the extent that any Purchased Intellectual Property is not assignable without the consent of, or notice to, any other person or entity, or that assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Purchased Intellectual Property shall automatically be assigned to Assignee hereby.

Assignor covenants that it will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, to assist Assignee in securing the entire right, title and interest in and to the Purchased Intellectual Property as Assignee may reasonably require.

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IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

Assignee

Bayer Healthcare LLC

By: 

Printed Name: Daniel Apel

Title: Senior Vice President and Chief
Administrative Officer

Assignor

KMG-Bernath, Inc.

By: _____

Printed Name: J. Neal Butler

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

Assignee

Bayer Healthcare LLC

By: _____
Printed Name: Daniel Apel
Title: Senior Vice President and Chief
Administrative Officer

Assignor

KMG-Bernuth, Inc.

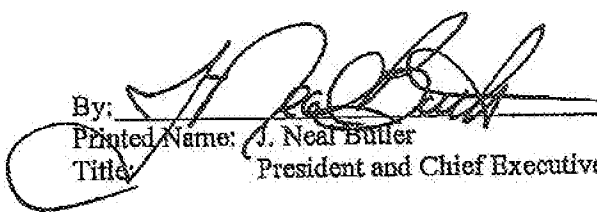
By:  _____
Printed Name: J. Neal Buller
Title: President and Chief Executive Officer

EXHIBIT A


Purchased Intellectual Property

Trademarks

Mark	Country	Goods/Services	Reg. No.	Registration	Term	Renewal Date	Owner Name	Comments
AVENGER	Argentina	Insecticide ear tags for livestock, in International Class 005.	2.385.253	12-Aug-2010	10 yrs	12-Aug-2020	KMG-Bernuth, Inc.	Two Co-Existence Agreements - pending submission of full consents; following up with associate
AVENGER	Australia	Insecticide ear tags for livestock, in International Class 005.	1176363	20-May-2009	10 yrs	16-May-2017	KMG-Bernuth, Inc.	
AVENGER	Chile	Pesticidal ear tags for livestock, in International Class 005.	Application Published - Appl. No. 812107	20-Mar-2008 Date filed	n/a	n/a	KMG-Bernuth, Inc.	
AVENGER	Colombia	Pesticidal ear tags for livestock, in International Class 005.	366450	31-Oct-2008	10 yrs	31-Oct-2018	KMG-Bernuth, Inc.	
AVENGER	Dominican Republic	Pesticidal ear tags for livestock, in International Class 005.	167893	16-Jun-2008	10 yrs	16-Jun-2018	KMG-Bernuth, Inc.	
AVENGER	Ecuador	Pesticidal ear tags for livestock, in International Class 005.	5735-08	28-Aug-2008	10 yrs	18-Jul-2018	KMG-Bernuth, Inc.	
AVENGER	Mexico	Insecticide ear tags for livestock, in International Class 005.	1004090	26-Sep-2007	10 yrs	15-May-2017	KMG-Bernuth, Inc.	
AVENGER	Puerto Rico	Pesticidal ear tags for livestock, in International Class 5.	75,607	14-Mar-2008	10 yrs	14-Mar-2018	KMG-Bernuth, Inc.	
AVENGER	United States of America	Insecticide ear tags for livestock, in International Class 05.	3,445,821	10-Jun-2008	10 yrs	10-Jun-2018	KMG-Bernuth, Inc.	
AVENGER	Uruguay	Pesticidal ear tags for livestock, in International Class 005.	390.681	23-Oct-2009	10 yrs	23-Oct-2019	KMG-Bernuth, Inc.	

AVENGER	Venezuela	Pesticidal ear tags for livestock, in International Class 005.	Application Published - Appl. No. 4976-08	14-Mar-2008 Date filed	n/a	n/a	KMG-Bernuth, Inc.
CATRON	United States of America	Pesticides for livestock, in International Class 5,	3,756,732	9-Mar-2010	10 yrs	9-Mar-2020	KMG-Bernuth, Inc.
DENAGARD	Canada	Antibiotic preparation for use on animals.	TMA297186	16-Nov-1984	15 yrs	16-Nov-2014	KMG-Bernuth, Inc. Novartis AG CURRENT Assignee Assignor: Boehringer Ingelheim Vetmedica, Inc., signed on 19-Oct-2004 by Maria S. Hersky, recorded on 07-Dec-2005
PATRIOT	Argentina	All goods in International Class 005.	2,363,522	30-Apr-2010	10 yrs	30-Apr-2020	KMG-Bernuth, Inc.
PATRIOT	Brazil	International Class 5	0178209	27-Jul-1999		27-Jul-2019	KMG-Bernuth, Inc. Boehringer Ingelheim Vetmedica, Inc.
PATRIOT	Dominican Republic	Parasitics in Class 005.	135288	30-May-2003	10 yrs	30-May-2013	KMG-Bernuth, Inc. Boehringer Ingelheim Vetmedica, Inc.
PATRIOT	Ecuador	International Class 005.	1658-00	28-Mar-2000	10 yrs	28-Mar-2020	KMG-Bernuth, Inc. Boehringer Ingelheim Vetmedica, Inc.

PATRIOT	Mexico	Veterinary preparations	574750	31-Mar-1998	10 yrs	25-Feb-2018	KMG-Bernuth, Inc. Boehringer Ingelheim Vetmedica, Inc.	
PATRIOT	Puerto Rico	Pesticidal ear tags for livestock, in International Class 005.	Application Published - Appl. No. 62,805	24-Apr-2008 Date filed	n/a	n/a	KMG-Bernuth, Inc.	
PATRIOT	Uruguay	Pesticidal ear tags for livestock, in International Class 005.	395.308	17-Sep-2008	10 yrs	17-Sep-2018	KMG-Bernuth, Inc. Boehringer Ingelheim Vetmedica, Inc.	
PATRIOT	Venezuela	Pesticidal ear tags for livestock, in International Class 005.	Application Published - Appl. No. 22264-08	11-Nov-2008 Date filed	n/a	n/a	KMG-Bernuth, Inc.	
STOCKER	Argentina	Pesticidal ear tags for livestock, in International Class 005.	2.381.159	16-Jul-2010	10 yrs	16-Jul-2020	KMG-Bernuth, Inc.	Two Co-Existence Agreements - pending submission of full consent; following up with associate
STOCKER	Brazil	Pesticidal ear tags for livestock, in International Class 005.	829628827	8-Sep-2010	10 yrs	8-Sep-2020	KMG-Bernuth, Inc.	
STOCKER	Chile	Pesticidal ear tags for livestock, in International Class 005.	828463	25-Sep-2008	10 yrs	25-Sep-2018	KMG-Bernuth, Inc.	
STOCKER	Colombia	Pesticidal ear tags for livestock, in International Class 005.	400953	28-Apr-2010	10 yrs	28-Apr-2020	KMG-Bernuth, Inc.	
STOCKER	Dominican Republic	Pesticidal ear tags for livestock, in International Class 5.	168828	15-Jun-2008	10 yrs	15-Jun-2018	KMG-Bernuth, Inc.	
STOCKER	Ecuador	Pesticidal ear tags for livestock, in International Class 005.	5729-08	28-Aug-2008	10 yrs	18-Jul-2018	KMG-Bernuth, Inc.	
STOCKER	Mexico	Pesticidal ear tags for livestock, in International Class 005.	1037254	28-Apr-2008	10 yrs	13-Mar-2018	KMG-Bernuth, Inc.	

STOCKER	Puerto Rico	Pesticidal ear tags for livestock, in International Class 005.	n/a	14-Mar-2008 Date filed	n/a	n/a	KMG-Bernuth, Inc.	
STOCKER	Uruguay	Pesticidal ear tags for livestock, in International Class 005.	390.680	23-Oct-2009	10 yrs	23-Oct-2019	KMG-Bernuth, Inc.	
STOCKER	Venezuela	Pesticidal ear tags for livestock, in International Class 005.	Application Published - Appl. No. 4877-08	14-Mar-2008 Date filed	n/a	n/a	KMG-Bernuth, Inc.	
	Colombia	Pharmaceutical and veterinary preparations; sanitary preparations for medical purposes; dietetic substances adapted for medical use, food for babies; plasters, materials for dressings; material for stopping teeth, dental wax, disinfectants, preparations for destroying vermin; fungicides, herbicides, goods in IC 05.	400989	12-May-2010	10 yrs	12-May-2020	KMG-Bernuth, Inc.	
YAPONA	USA	Insecticide	0.709.813	17-Jan-1961			KMG-Bernuth, Inc. **HARRIS TRUST & SAVINGS STILL HAS LIEN according to USPTO records	KMG's rights may not be exclusive (original owner recorded two assignments; DuPont may also have rights to this mark as a result)

*Not transferred in trademark office.
**Potential lien still on the record.

Un-Registered Trademarks

ANNIHILATOR™
 ECTRIN™
 ELASTREL™
 PERMECTRIN™
 CATRON™
 PATRIOT™
 COMMANDO™
 TERMINATOR™
 BUZZ OFF™

FLIP TOP™
RABON™

Patents

Country	Patent No.	Title	Issue Date	Assignee
USA	5,342,619	Polyurethane Insecticidal Ear Tag, Methods of Use and Preparation	8/30/1994	NO INITIAL ASSIGNMENT FROM THE INVENTORS; KMG Bernuth, Inc. is listed as one of the later assignees if the original Assignee has rights from the inventors. (Continuation Application of abandoned U.S. Appl. No. 07/841,836)
Australia	696701	Polyurethane Insecticidal Ear Tag Methods of Use and Preparation	8/1/1995	Record owner Boehringer Ingelheim Vetmedica, Inc.
Canada	2,090,764	Polyurethane Insecticidal Ear Tag, Methods of Use and Preparation	3/25/1997	Record owner Boehringer Ingelheim Vetmedica, Inc.
Mexico	185,842	Identificadores Para Usar En Orejas De Animales Domesticos, Impregnados con Insecticidas	9/5/1997	WIPO records show Boehringer Ingelheim Vetmedica, Inc. as Applicant