

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
Pfizer Inc.		10/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	AH USA 42 LLC
Street Address:	235 East 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 151

Property Type	Number	Word Mark
Registration Number:	2729664	A180
Registration Number:	2769200	A180
Registration Number:	4164979	ADVOCIN
Registration Number:	760908	ALBON
Registration Number:	1065635	AMOXI-DROP
Registration Number:	1047488	AMOXI-TABS
Registration Number:	1730462	AMPHIGEN
Registration Number:	877311	ANTHELICIDE
Registration Number:	3861904	APOQUEL
Registration Number:	1123582	BACTODERM
Registration Number:	566206	BOLETS
Registration Number:	3667147	BOPRIVA
Registration Number:	2336494	BOVI-SHIELD
Registration Number:	2774175	BOVI-SHIELD FP

CH \$3790.00 2729664

Registration Number:	3013883	BOVI-SHIELD GOLD
Registration Number:	1510661	BOVISHIELD
Registration Number:	1182658	CALF-GUARD
Registration Number:	3649083	CANINE WELLNESS REPORT
Registration Number:	755839	CARMILAX
Registration Number:	3094931	CATS OF THE REVOLUTION
Registration Number:	1476525	CATTLEMASTER
Registration Number:	3399433	CERENIA
Registration Number:	3948235	CERENIA
Registration Number:	4035576	CLARIFIDE
Registration Number:	3149075	CONVENIA
Registration Number:	2778211	
Registration Number:	3437738	DAIRY WELLNESS PLAN
Registration Number:	1845017	DECTOMAX
Registration Number:	2123753	DECTOMAX
Registration Number:	1851859	DEFENSOR
Registration Number:	3450963	DENTERITY
Registration Number:	2368643	DERMA-CLENS
Registration Number:	3013520	DRAXXIN
Registration Number:	3058272	DRAXXIN
Registration Number:	2034083	DURASECT
Registration Number:	2008405	ELIMIN ODOR
Registration Number:	1471929	ENTROLYTE
Registration Number:	3645234	EQUINE WELLNESS REPORT
Registration Number:	2420574	ER BAC PLUS
Registration Number:	1473887	FARROWSURE
Registration Number:	3649084	FELINE WELLNESS REPORT
Registration Number:	939552	FELOCELL
Registration Number:	2933399	FELOCELL
Registration Number:	2787087	FLUSURE
Registration Number:	3632187	FLUSURE XP
Registration Number:	1902102	FORTRESS
Registration Number:	4057558	FOSTERA
Registration Number:	2843894	FP
Registration Number:	3455426	FRANK

	2726423	GENESTAR
Registration Number:	2938776	GENESTAR
Registration Number:	3288966	GENESTAR ELITE TENDER
Registration Number:	3292060	GENESTAR ELITE TENDER
Registration Number:	3244390	GPD
Registration Number:	2747554	
Registration Number:	3715216	IHHP
Registration Number:	3383181	IMPROVEST
Registration Number:	3383183	IMPROXX
Registration Number:	3531622	INDIVIDUAL PIG CARE - IT'S THE RIGHT THING TO DO
Registration Number:	1177776	LA-200
Registration Number:	1523165	LAX'AIRE
Registration Number:	3674070	LEED
Registration Number:	1123579	LEPTOFERM-5
Registration Number:	1357578	LEUKOCELL
Registration Number:	1556508	LEUKOCELL 2
Registration Number:	669805	LIQUAMYCIN
Registration Number:	1327914	LITTER GUARD
Registration Number:	940343	LIXOTINIC
Registration Number:	2076896	MANAGING MICROBES
Registration Number:	1882775	MITA-CLEAR
Registration Number:	3755783	MVP
Registration Number:	2012304	NASAGUARD-B
Registration Number:	2461609	NEMEX
Registration Number:	3647113	NORCALCIPHOS
Registration Number:	1746291	ONE SHOT
Registration Number:	2493221	ONE SHOT ULTRA
Registration Number:	2772198	ORBESEAL
Registration Number:	3120693	ORBESEAL
Registration Number:	3652893	PET WELLNESS REPORT
Registration Number:	2160564	PET-CAL
Registration Number:	1254289	PET-F.A. LIQUID
Registration Number:	1252139	PET-TABS
Registration Number:	706787	PET-TABS
Registration Number:	1305713	PET-TINIC

	1251483	PREG-GUARD 9
Registration Number:	2578723	PREGGUARD
Registration Number:	3355259	PREVENTICARE
Registration Number:	3752648	
Registration Number:	3419754	PREZENT
Registration Number:	1358801	PRIMOR
Registration Number:	3502957	PROTECTION. LIKE NO OTHER.
Registration Number:	3410311	PROTECTION. LIKE NO OTHER.
Registration Number:	3412651	PROTECTION. LIKE NO OTHER.
Registration Number:	1110784	RE-SORB
Registration Number:	1700170	RESPISURE
Registration Number:	2427595	RESPISURE-ONE
Registration Number:	1397372	RESVAC
Registration Number:	1289780	RFD
Registration Number:	4147021	RIMADOG
Registration Number:	1148659	RIMADYL
Registration Number:	3036704	SCOURGUARD
Registration Number:	1272347	SCOURGUARD 3
Registration Number:	2335793	SELECT VAC
Registration Number:	3004109	SIRETRACE
Registration Number:	2242096	SOLITUDE
Registration Number:	1808775	SOMUBAC
Registration Number:	2705667	SPIROVAC
Registration Number:	3474915	STAYBRED
Registration Number:	2415542	STIMUGEN
Registration Number:	890364	STRONGID
Registration Number:	2623900	SURETRAK
Registration Number:	3186555	SURETRAK
Registration Number:	849299	TEMARIL-P
Registration Number:	826768	THERABLOAT
Registration Number:	989286	TRIOPTIC-S
Registration Number:	1094942	TSV-2
Registration Number:	1095673	ULTRABAC
Registration Number:	1348862	ULTRABAC-8
Registration Number:	2488316	ULTRACHOICE

	1047983	VALBAZEN
Registration Number:	1398221	VANGUARD
Registration Number:	2397527	VANGUARD PLUS
Registration Number:	660304	VI-SORBIN
Registration Number:	979297	VI-SORBITS
Registration Number:	814324	VIBRIN
Registration Number:	3900733	XP DEFENSE SYSTEM
Registration Number:	2470816	
Registration Number:	2296342	ZENIQUIN
Serial Number:	85576523	ACTOGAIN
Serial Number:	77654988	ADVASURE
Serial Number:	85307269	ALVERIN
Serial Number:	85576518	BENEFIDE
Serial Number:	85187914	COMTEKT
Serial Number:	85272346	CONTROLINE
Serial Number:	85187910	ECTOFEED
Serial Number:	85657745	ENGAIN
Serial Number:	85318867	ENVIRACOR
Serial Number:	85678156	FLUORFLASH
Serial Number:	85187912	GARIZEN
Serial Number:	77952817	INFORCE
Serial Number:	85190464	RELSURE
Serial Number:	85190468	RELTRUS
Serial Number:	85287747	REVOSITE
Serial Number:	77766840	SPIROGOLD
Serial Number:	77690204	STABLE REWARDS
Serial Number:	77743039	STABLE REWARDS
Serial Number:	85287743	STARTECT
Serial Number:	77587693	THRYVIA
Serial Number:	77859291	TRIAMULOX
Serial Number:	85519253	TRUSCIENT
Serial Number:	77869954	VENPRA

CORRESPONDENCE DATA

Fax Number: 9736607978

TRADEMARK
REEL: 004879 FRAME: 0137

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

Phone: 973 660-7695
Email: maureen.pasapane@pfizer.com, jane.ungaro@pfizer.com
Correspondent Name: Pfizer Inc.
Address Line 1: Five Giralda Farms
Address Line 4: Madison, NEW JERSEY 07940

NAME OF SUBMITTER:	Jane Ungaro
Signature:	/jane ungaro/
Date:	10/11/2012

Total Attachments: 4

source=Pfizer Inc. to AH USA 42 LLC#page1.tif
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of October 1, 2012 (the "Effective Date"), by and between Pfizer Inc., a corporation organized under the laws of Delaware ("Assignor") and AH USA 42 LLC, a limited liability company organized under the laws of Delaware ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Contribution Agreement (as defined herein).

RECITALS:

WHEREAS, the Assignor is the owner of the trademarks and applications therefor identified on Schedule A hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, pursuant to the Asset Contribution Agreement, dated as of October 1, 2012 between Assignor and Assignee (the "Contribution Agreement"), Assignor is assigning to the Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

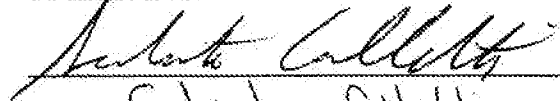
1. **Conveyance**. Assignor hereby sells, assigns, transfers, and conveys to Assignee its entire right, title and interest in, to and under (a) the Assigned Trademarks, for the United States and for all foreign countries, including any and all goodwill symbolized thereby, and (b) the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned Trademarks.
2. **Issuance and Recordation**. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue any and all Assigned Trademarks to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the assignee and owner of the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.
3. **No Modification**. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Contribution Agreement or any other agreement entered into by the Parties or any of their affiliates in connection with the GSA. Without limiting the foregoing, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Contribution Agreement, the Contribution Agreement shall control.

4. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.
6. **Interpretation.** The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.
7. **Further Assurances.** Assignor and Assignee hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Assignment and carry out the intent and purposes of this Assignment.
8. **Governing Law.** This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.
9. **Jurisdiction.** Any judicial proceeding brought by either of the Parties hereunder against the other with respect to this Assignment may be exclusively brought in the courts of the State of New York, and, by its execution and delivery of this Assignment, Assignor (a) accepts, generally and unconditionally, the jurisdiction of such courts and irrevocably agrees to be bound by any judgment rendered thereby and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Assignor consents that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined above and service so made shall be deemed completed when received. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Assignee to bring proceedings against Assignor in the courts of any other jurisdiction.

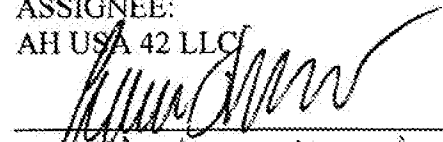
[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

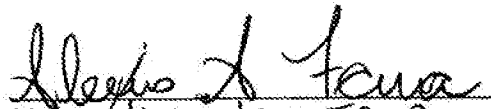
ASSIGNOR:
PFIZER INC.


Name: Salvatore Colletti
Title: Assistant Secretary

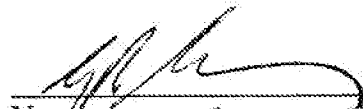
ASSIGNEE:
AH USA 42 LLC


Name: Andrew Muratore
Title: President

WITNESSED AS TO BOTH BY:



Name: Alexis Arri Ferris
Nationality: American
Title: Administrative Assistant
Commercial address:
835 E. 42nd Street
New York, NY 10017

WITNESSED AS TO BOTH BY:


Name: GARY ROSS GENAS
Nationality: USA
Title: SENIOR SPECIALIST
Commercial address:
235 E 42 NYC 10017

STATE OF NEW YORK)
)SS.
COUNTY OF NEW YORK)


This instrument was executed before me on this 27 day of September, 2012, by Salvatore Colletti, the Assistant Secretary (title) of Pfizer Inc., a corporation organized under the laws of Delaware, on behalf of said corporation.



Notary Public
VERONICA DICAMILLO
Notary Public of the State of New York
Qualified in New York County
No. 02D16201545
My Commission Expires Mar. 2, 2013

STATE OF NEW YORK)
)SS.
COUNTY OF NEW YORK)

This instrument was executed before me on this 27 day of September, 2012, by Andrew Muratza, the President (title) of AH USA 42 LLC, a limited liability company organized under the laws of Delaware on behalf of said limited liability company.



Notary Public
VERONICA DICAMILLO
Notary Public of the State of New York
Qualified in New York County
No. 02D16201545
My Commission Expires Mar. 2, 2013