

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
SyrVet, Inc.		06/30/2013	CORPORATION: IOWA
Farming Supplies Direct, L.L.C.		06/30/2013	LIMITED LIABILITY COMPANY: IOWA
Mr. Daniel Klein		06/30/2013	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Neogen Corporation
Street Address:	620 Lesher Place
City:	Lansing
State/Country:	MICHIGAN
Postal Code:	48912
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	85297596	WE KEEP 'EM MOVIN'
Serial Number:	85422298	COWBOY SYRINGE
Serial Number:	85755616	PRO-TECT 6 MIL
Serial Number:	85755607	CALF SENSE
Serial Number:	85755597	PRO-TECT 6 MIL
Serial Number:	85755589	CALF SENSE
Serial Number:	78086770	
Serial Number:	77619256	SYRTEK
Serial Number:	78550898	SYRFLO
Serial Number:	78627817	SYRFLEX
Serial Number:	73689988	SUPERVET
Serial Number:	73835153	SYRVET

CH \$390.00 85297596

Serial Number:	77867904	UDDER SHIELD
Serial Number:	77341548	HORSE SENSE
Serial Number:	77341495	PET SENSE

CORRESPONDENCE DATA

Fax Number: 7344184279

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

Phone: 734-418-4278

Email: tmdocketing@honigman.com

Correspondent Name: Jennifer Sheehan Anderson

Address Line 1: Honigman Miller Schwartz and Cohn LLP

Address Line 2: 39400 Woodward Avenue, Suite 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER:

234997-342725

NAME OF SUBMITTER:

Jennifer Sheehan Anderson

Signature:

/Jennifer Sheehan Anderson/

Date:

07/11/2013

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is effective as of June 30, 2013 between **Neogen Corporation**, a Michigan corporation whose address is 620 Leshler Place, Lansing, Michigan 48912 ("Buyer"); **SyrVet, Inc.**, an Iowa corporation, and **Farming Supplies Direct, L.L.C.**, an Iowa limited liability company (collectively, "Seller"), whose addresses are 955 S.E. Olson Drive, Waukee, Iowa 50263; and **Daniel Klein**, an Iowa resident whose business address is 955 S.E. Olson Drive, Waukee, Iowa 50263 ("Klein"). Buyer and Seller are referred to herein individually as a "Party" and collectively, as the "Parties."

WHEREAS, Buyer and Seller entered into an Asset Purchase Agreement ("APA") dated June 30, 2013, and pursuant to the terms and conditions of the APA Buyer is acquiring Intellectual Property; and

WHEREAS, pursuant to the APA, Seller desires to convey, transfer, assign and deliver to Buyer, and Buyer desires to accept from Seller, all of the Intellectual Property of Seller.

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, and in accordance with and subject to the terms of the APA, Seller and Buyer hereby agree as follows:

1. Know How. Seller hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to irrevocably assign, convey, sell, grant and transfer to Buyer all of its rights, title and interest of every kind and character, including moral rights, throughout the world, in and to formulae, processes, procedures, product formulations, product names, designs, research and development, trade secrets, secret processes, proprietary processes and technology and secret manufacturing processes ("Know How"), including without limitation, all Know How that is material to the Patents listed on **Exhibit A** attached hereto and that is owned or used by Seller and is capable of being assigned by Seller.

2. Patents. Seller hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to irrevocably assign, convey, sell, grant and transfer to Buyer all of its rights, title and interest of every kind and character, throughout the world, in and to the Patents, including those Patents listed on **Exhibit A** attached hereto, to the full extent of its ownership or interest therein; including, without limitation, all domestic and foreign patents, domestic and foreign patent applications and registrations therefor (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. Upon Buyer's request and at Buyer's sole cost and expense, Seller will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be requested by Buyer to vest, secure, perfect, protect or enforce the rights and interests of Buyer in and to the Patents.



3. Trademarks. Seller hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to irrevocably assign, convey, sell, grant and transfer to Buyer all of its rights, title and interest of every kind and character, throughout the world, in and to the trademarks, service marks, trade names, trade dress ("Trademarks"), including those Trademarks listed on **Exhibit B** attached hereto, to the full extent of its ownership or interest therein; including, without limitation, all domestic and foreign trademarks, domestic and foreign trademark applications and registrations therefor; all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Trademarks. Upon Buyer's request and at Buyer's sole cost and expense, Seller will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be requested by Buyer to vest, secure, perfect, protect or enforce the rights and interests of Buyer in and to the Trademarks.

4. Domain Names. Seller hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to irrevocably assign, convey, sell, grant and transfer to Buyer all of its rights, title and interest of every kind and character, throughout the world, in and to the Domain Names, including those Domain Names listed on **Exhibit C** attached hereto, to the full extent of its ownership or interest therein; including, without limitation, all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Domain Names. Upon Buyer's request and at Buyer's sole cost and expense, Seller will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be requested by Buyer to vest, secure, perfect, protect or enforce the rights and interests of Buyer in and to the Domain Names.

5. Nothing in this Assignment, express or implied, is intended or will be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the Parties as set forth in the APA. To the extent that any term or provision of this Assignment is deemed to be inconsistent with the terms of the APA, the terms of the APA shall control.

6. This Assignment inures to the benefit of and is binding upon Buyer and Sellers and their respective heirs, successors and assigns.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid

8. The Parties agree that Sections 10 through 21 and 24 of the APA shall be incorporated into this Assignment as if they were a part of this Assignment.

[Signatures appear on the next following page.]



IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

Neogen Corporation

SyrVet, Inc.

By: [Signature]
Name: James L. Herbert
Title: CEO

By: [Signature]
Name: DANIEL KLEIN
Title: PRESIDENT

COUNTY OF Ingham)
) SS
STATE OF MICHIGAN)

I, a Notary Public, certify that on the 30th day of July 2013, before me personally appeared James L. Herbert of Neogen Corporation to me known and known to me to be of legal capacity and acknowledged his/her signature appearing on the foregoing instrument and ratified the same.

Signed in: Lansing, Michigan,
U.S.A.

Dated: June 30, 2013 Seal

[Signature]

COUNTY OF Polk)
) SS
STATE OF Iowa)

I, a Notary Public, certify that on the 30th day of July 2013, before me personally appeared DANIEL KLEIN, of SyrVet, Inc. to me known and known to me to be of legal capacity and acknowledged his/her signature appearing on the foregoing instrument and ratified the same.

Signed in: DES MOINES, Iowa,
U.S.A.

Dated: June 29, 2013 Seal

[Signature]

ROBERT A. VANORSDIEL
COMMISSION NO. 408702
MY COMMISSION EXPIRES
1-15-2014



SARAH REDMAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires Nov. 17, 2017
Acting in the County of Ingham

Farming Supplies Direct, L.L.C.

By: [Signature]

Name: DANIEL KLEIN

Title: MEMBER

Daniel Klein

By: [Signature]

COUNTY OF Polk)
) SS
 STATE OF Iowa)

I, a Notary Public, certify that on the 30th day of July 2013, before me personally appeared DANIEL KLEIN, of Farming Supplies Direct, L.L.C., to me known and known to me to be of legal capacity and acknowledged his/her signature appearing on the foregoing instrument and ratified the same.

Signed in:
DES MOINES, Iowa, U.S.A.

Dated: JUNE 29, 2013

Seal

[Signature]
 Notary Public
 My commission expires:
1-15-2015

COUNTY OF Polk)
) SS
 STATE OF Iowa)

I, a Notary Public, certify that on the 30th day of July 2013, before me personally appeared Daniel Klein, to me known and known to me to be of legal capacity and acknowledged his/her signature appearing on the foregoing instrument and ratified the same.

Signed in:
DES MOINES, Iowa, U.S.A.

Dated: JUNE 29, 2013

Seal

[Signature]
 Notary Public
 My commission expires:
1-15-2015

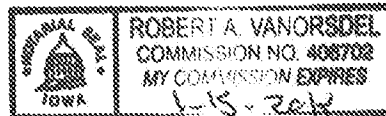
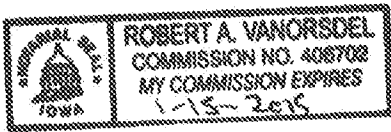


EXHIBIT A

Patents

US Patent Application 29/409,719
US Patent 5,139,488

EXHIBIT B

Trademarks

Full Mark Name	Country	Case Type	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status	Goods
SYRVET	Argentina	Regular	November 16, 2011	3.129.235	January 4, 2013	2.552.967	Registered	Class 10 - Needles, Syringes, Gloves, Bandages and Livestock markers
SYRVET LOGO	Argentina	Regular	November 16, 2011	3.129.236	January 4, 2013	2.552.968	Registered	Class 10 - Needles, Syringes, Gloves, Bandages and Livestock markers
SYRVET	Australia	Regular	April 8, 1997	731542	April 8, 1997	731542	Registered	Class 10 - Veterinary syringes and hypodermic needles
SUPERVET	Australia	Regular	April 8, 1997	731543	April 8, 1997	731543	Registered	Class 10 - Veterinary syringes and hypodermic needles
SYRVET Logo	Brazil	Regular	June 19, 2008	900993839	February 14, 2012	900993839	Registered	Class 10 - Veterinary Products
SYRVET	Brazil	Regular	June 19, 2008	900991402	February 14, 2012	900991402	Registered	Class 10 - Veterinary products
SUPERVET (Class 9)	Brazil	Regular	June 25, 1997	820009318	October 19, 1999	820009318	Registered	Class 9 - Veterinary syringes and hypodermic needles
SYRVET (Class 9)	Brazil	Regular	June 25, 1997	820009300	October 19, 1999	820009300	Registered	Class 9 - Veterinary syringes and hypodermic needles
SUPERVET	Canada	Regular	March 17, 1993	724,851	May 20, 1994	TMA427,644	Registered	Veterinary syringes and hypodermic needles
SYRVET	China P.R.	Regular	December 2, 2009	7879919	January 28, 2011	7879919	Registered	Class 10 - Veterinary syringes and hypodermic needles
SYRVET	China P.R.	Regular	July 23, 2012	11237501			Filed	Class 8 - Cattle marking tools
SYRVET	Colombia	Regular	June 10, 2008	08-059061	March 31, 2009	375091	Registered	Class 10 - Veterinary products
SYRVET Logo	Colombia	Regular	June 10, 2008	08-059062	April 28, 2009	377682	Registered	Class 10 - Veterinary products
SYRVET (Class 10)	Colombia	Regular	June 27, 2007	07-065319	February 29, 2008	350143	Registered	Class 10 - Veterinary syringes and hypodermic needles, and bandages
SYRVET Logo	Ecuador	Regular	June 11, 2008	200548	December 19, 2008	5184-09	Registered	Class 10 - Veterinary products
SYRVET (words only)	Ecuador	Regular	June 11, 2008	200549	December 19, 2008	5165-09	Registered	Class 10 - Veterinary products
SYRVET	India	Regular	January 31, 2012	2274249			Filed	Class 10 - Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials.
SYRVET LOGO	India	Regular	January 31, 2012	2274250			Filed	Class 10 - Surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials
CALF SENSE LOGO	Mexico	Regular	October 16, 2012	1317574	October 16, 2012	1345255	Registered	Class 24 - Animal blankets
CALF SENSE	Mexico	Regular	October 16, 2012	1317572	October 16, 2012	1345254	Registered	Class 24 - Animal blankets
SUPERVET	Mexico	Regular	April 16, 1993	165603	August 23, 1993	440322	Registered	Class 10 - All kind of surgical, medical, dental and veterinary apparatus and instruments, artificial limbs, eyes and teeth; orthopedic articles; suture materials
SYRVET	Mexico	Regular	June 19, 2008	942072	June 19, 2008	1076961	Registered	Class 10 - Veterinary products
SYRVET Logo	Mexico	Regular	June 19, 2008	942073	June 19, 2008	1077233	Registered	Class 10 - Veterinary products
SYRVET LOGO	Morocco	Regular	June 20, 2012	145700	June 2, 2012	145700	Registered	Class 5, 9, 10 - no english translation
SYRVET	Morocco	Regular	June 20, 2012	145699	June 20, 2012	145699	Registered	Class 5, 9, 10 - no english translation
WE KEEP 'EM MOVIN'	United States	Application Intent To Use	April 18, 2011	85/297,596	February 14, 2012	4,100,247	Registered	Class 35 - Retail services in the field of veterinary products
COWBOY SYRINGE	United States	Application Supplemental / B	September 14, 2011	85/422,298	March 26, 2013	4,309,873	Registered	Class 10 - Syringes
PRO-TECT 6 MIL LOGO	United States	Register Intent To Use	October 16, 2012	85/755,616	May 7, 2013	4,333,133	Registered	Class 10 - Gloves for medical use
CALF SENSE	United States	Application Supplemental / B	October 16, 2012	85/755,607			Filed	Class 18 - Calf blankets
PRO-TECT 6 MIL	United States	Register Intent To Use	October 16, 2012	85/755,597	May 7, 2013	4,333,132	Registered	Class 10 - Gloves for medical use
CALF SENSE LOGO	United States	Application	October 16, 2012	85/755,589			Filed	Class 18 - Calf blankets
Circular Design	United States	Regular Intent To Use	October 3, 2001	78/086,770	March 18, 2003	2,698,842	Registered	Class 10 - Veterinary syringes and hypodermic needles
SYRTEK	United States	Application	November 21, 2008	77/619,256	January 12, 2010	3,737,968	Registered	Class 10 - Protective gloves for medical use
SYRFLO	United States	Regular	January 20, 2005	78/550,898	September 19, 2006	3,146,748	Registered	Class 11 - Piglet nipple drinkers
SYRFLEX	United States	Regular	May 11, 2005	78/627,817	October 16, 2007	3,313,692	Registered	Class 10 - Elastic bandage
SUPERVET	United States	Regular	October 16, 1987	73/689,986	May 17, 1988	1,488,280	Registered	Class 10 - Syringes
SYRVET	United States	Regular Intent To Use	October 31, 1989	73/635,153	October 23, 1990	1,618,620	Registered	Class 10 - Veterinary syringes and hypodermic needles
UDDER SHIELD	United States	Application	November 9, 2009	77/867,904	September 28, 2010	3,854,882	Registered	Class 3 - Skin care products
HORSE SENSE	United States	Regular	November 30, 2007	77/341,548	September 9, 2008	3,498,283	Registered	Class 18 - Horse fly veils; animal clothing, namely, gail socks; horse blankets
PET SENSE	United States	Regular	November 30, 2007	77/341,495	January 27, 2009	3,566,651	Registered	Class 24 - Pet blankets
SYRVET	Venezuela	Regular	June 18, 2008	08-11940			Filed	Class 10 - Veterinary apparatus, instruments and goods
SYRVET Logo	Venezuela	Regular	June 18, 2008	08-11938			Filed	Class 10 - Veterinary apparatus, instruments and goods
SYRVET	United States	Regular	November 30, 2007	77/341,458			Docket	Class 18 - Horse fly veils, gail socks and blankets
FLY MASK DESIGN	United States	Regular	November 30, 2007	77/341,458			Inactive	Class 18 - Horse fly veils
EKKO	United States	Regular	May 23, 2006	77/482,209			Inactive	Class 18 - Blankets and horse accessories
HORSE SENSE	United States	Regular	November 30, 2007	77/341,548	September 9, 2008	3,498,283	Registered	Class 18 - Horse fly veils; animal clothing, namely, gail socks; horse blankets
PET SENSE	United States	Regular	November 30, 2007	77/341,495	January 27, 2009	3,566,651	Registered	Class 24 - Pet blankets
SYRVET & DESIGN	Canada	Regular	July 2, 2008	140175400	November 27, 2009	TMA754104	Registered	Veterinary instruments supplies.
SYRVET CANADA & DESIGN	Canada	Regular	March 24, 2011	152068200	April 10, 2012	TMA821857	Registered	Veterinary instruments supplies. Communications by computer through the internet namely provision of information pertaining to veterinary equipment, material and instruments and livestock and veterinary supplies for animal health care, veterinary, and farm use provided via electronic mail, facsimile transmission of documents, communication of messages and images by computer namely facsimile transmissions of documents, electronic mail services, uploading of computer site; education namely organization of training, organization and running of conferences, congresses and seminars in the livestock and veterinary supplies for animal health care, veterinary, and farm use; publishing for the benefit of a third party of reviews, books, guides, brochures and data bases in the livestock and veterinary supplies for animal health care, veterinary and farm use; consultation concerning veterinary equipment, material and instruments and livestock and veterinary supplies for animal health care, veterinary, and farm use namely consulting and advisory services.
SYRVET	Canada	Regular	July 2, 2008	140175700	October 1, 2009	TMA749261	Registered	Veterinary instruments supplies.
SYRVET	China	Regular	December 2, 2009	7879918			Unpublished Application	Surgical and veterinary apparatus and instruments (not include electrical ones and medical X-ray equipments).
SUPERVET	Colombia	Regular	June 17, 1998	98 34426			Pending Application	Syringes.
SYRVET	Colombia	Regular	June 17, 1998	98 34427	February 22, 1999	215882	Registered	Syringes and needles hypodermic for use veterinary.
SUPERVET	Paraguay	Regular	May 20, 2002	211607	December 18, 2002	253732	Registered	
SUPERVET	Paraguay	Regular	May 20, 2002	211608	April 21, 2003	256338	Registered	
SUPERVET	Paraguay	Regular	October 9, 2001	125257	July 8, 2002	247972	Registered	
SYRVET	South Africa	Regular	August 31, 1990	907505		907505	Registered	Veterinary instruments and apparatus; parts of, components, fittings and accessories for all the aforesaid goods.

EXHIBIT C

Domain Names

www.syrvet.com
www.farmingsuppliesdirect.com
www.horsesuppliesusa.com
www.supervet.com
www.pet-sense.com