

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KMQ, Inc.		10/31/2013	CORPORATION: NORTH CAROLINA

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	77865557	PRIMA TECH
Serial Number:	77864104	PRIMA TECH
Serial Number:	77864117	PRIMA TECH
Serial Number:	77863665	PRIMA TECH
Serial Number:	76223979	PRIMA TECH
Serial Number:	77859476	PRIMA TECH
Serial Number:	77859541	PRIMA TECH
Serial Number:	77859673	PRIMA BMV
Serial Number:	77859696	PRIMA
Serial Number:	77860113	PRIMA TECH
Serial Number:	78278524	BMV

**CORRESPONDENCE DATA**

Fax Number:	7344184279
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CH \$290.00 77865557

*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: 39400 Woodward Avenue, Suite 100  
Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER:	234997-346642
NAME OF SUBMITTER:	Jennifer Sheehan Anderson
Signature:	/Jennifer Sheehan Anderson/
Date:	11/22/2013

**Total Attachments: 12**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), is effective as of October 31, 2013 between **Neogen Corporation**, a Michigan corporation whose address is 620 Leshler Place, Lansing, Michigan 48912 ("Buyer"); **KMQ, Inc.**, an North Carolina corporation ("Seller") whose address is 277 Faison McGowan Road, Kenansville, North Carolina 28349. 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 October 31, 2013, and pursuant to the terms and conditions of the APA Buyer is acquiring Intangible 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 Intangible 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. To the extent that Seller owns any other Patents in any country or jurisdiction, other than those listed in the attached **Exhibit A**, Seller by this Assignment does hereby transfer all of Seller's rights, title and interest thereto to Buyer. 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

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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. To the extent that Seller owns any other Trademarks in any country or jurisdiction, other than those listed in the attached **Exhibit B**, Seller by this Assignment does hereby transfer all of Seller's rights, title and interest thereto to Buyer. 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. To the extent that Seller owns any other domain names in any country or jurisdiction, other than those listed in the attached **Exhibit C**, Seller by this Assignment does hereby transfer all of Seller's rights, title and interest thereto to Buyer. 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. Copyrights. Seller 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 in and to unregistered or registered copyrights and any registrations and copyright applications relating thereto, including, but not limited to, those set forth in **Exhibit D**, attached hereto, to the full extent of its ownership or interest therein; and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the copyrights, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world. To the extent that Seller owns any other registered or unregistered copyrights, registrations or

applications for copyrights in any country or jurisdiction, other than those listed in the attached **Exhibit D**, Seller by this Assignment does hereby transfer all of Seller's rights, title and interest thereto to Buyer. 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 copyrights.

6. Online Media Accounts. Seller 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 any and all user names, passwords, login, identities, hash tags, handles, other user or account credentials for all online media accounts, and email address schemes ("Online Media Accounts"), including, but not limited to, those set forth in **Exhibit E**, attached, 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 Online Media Accounts. To the extent that Seller owns any other Online Media Accounts in any country or jurisdiction, other than those listed in the attached **Exhibit E**, Seller by this Assignment does hereby transfer all of Seller's rights, title and interest thereto to Buyer. 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 Online Media Accounts.

7. Benefit. This Assignment shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns. 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.

8. Notices. All notices and other communications required or permitted under this Assignment shall be given if mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or messenger, fax, nationally recognized overnight courier or telegram to the parties at the following addresses, or to such other changed address as such party may have given by notice:

Buyer: Neogen Corporation  
620 Leshar Place  
Lansing, Michigan 48912  
Attn: Chief Executive Officer  
Telephone: 517-367-0492  
Facsimile: 517-367-0514  
Email: [jherbert@neogen.com](mailto:jherbert@neogen.com)

And a copy to: Lowe Law Firm, PC  
Attention: Richard C. Lowe

2375 Woodlake Drive, Suite 380  
Okemos, Michigan 48864  
Telephone: 517-908-0909  
Facsimile: 517-908-0901  
Email: dlowe@lowelaw.net

Seller: KMQ, Inc.  
Attention: Kim S. Quinn  
263 North Country Club Road  
Kenansville, North Carolina 28349  
Telephone: 910-290-1007  
Facsimile: \_\_\_\_\_  
Email: kquinn@primatechusa.com

And a copy to: Manning Fulton & Skinner, PA  
Attention: William B. Gwyn, Jr.  
3605 Glenwood Avenue, Suite 500  
Raleigh, North Carolina 27612  
Telephone: 919-510-9266  
Facsimile: 919-325-4704  
Email: bgwyn@manningfulton.com

9. Applicable Law; Venue. This Assignment has been executed, delivered and accepted at and shall be deemed to have been made at Lansing, Michigan and shall be interpreted and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Michigan. The parties waive personal service of any and all process upon them and consent that all such service of process be made by registered mail directed to the parties at their addresses set forth on Section 8 of the Assignment and service so made shall be deemed to be completed five business days after the material shall have been sent by a nationally recognized overnight carrier, properly addressed, postage prepaid. The parties agree that any permitted action shall be brought in the court of appropriate jurisdiction in Ingham County, Michigan or U.S. District Court for the Western District. The parties consent to jurisdiction and waive all claims of improper venue and forum non-conviens.

10. Construction of Assignment. The parties agree that this Assignment has been jointly drafted and that neither party may assert an ambiguity in the construction of this Assignment against another party because the other party allegedly drafted the allegedly ambiguous provision.

11. Amendments. Any amendment, alteration, supplement, modification or waiver shall be invalid unless it is in writing and signed by both parties.

12. Prevailing Party. The prevailing party in any arbitration or permitted litigation involving this Assignment shall be entitled to recover, in addition to any other relief obtained, the costs and expenses, including reasonable attorney's fees and expenses, incurred by the prevailing party.

  
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13. Severability. If any provision of this Assignment becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Assignment shall continue in full force and effect without the provision.

14. Captions. Captions contained in this Assignment are inserted for reference and in no way define, limit, extend or describe the Assignment or the intent of any provision in this Assignment.

15. Construction of Assignment. The parties agree that this Assignment has been jointly drafted and that neither party may assert an ambiguity in the construction of this Assignment against another party because the other party allegedly drafted the allegedly ambiguous provision

[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

By: James L. Herbert  
James L. Herbert  
Chief Executive Officer

KMQ, Inc.

By: Kim S. Quinn  
Kim S. Quinn  
President

COUNTY OF INGHAM )  
 ) S.S.  
STATE OF MICHIGAN )

I, a Notary Public, certify that on the 31 day of October 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: Ingham, Michigan  
U.S.A. County

Dated: 10-31-13

Seal

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

COUNTY OF Wake )  
 ) S.S.  
STATE OF North Carolina )

I, a Notary Public, certify that on the 31 day of October 2013, before me personally appeared Kim S. Quinn, of KMQ, 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: Raleigh, North Carolina  
U.S.A. Colleen A. Knittel, Colleen A Knittel

Dated: 10/31/13 Notary Public

Seal

COLLEEN A KNITTEL  
NOTARY PUBLIC  
WAKE COUNTY, NC  
My Commission Expires 9/19/2014



**EXHIBIT A**

**Patents**

U.S. Patent No. 5,911,709

U.S. Patent No. 5,961,494

U.S. Patent No. 6,264,637

U.S. Patent No. 6,565,538

U.S. Serial No. 13/315,391

U.S. Serial No. 13/599,174







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## EXHIBIT B

### Trademarks

#### A. Registered Trademarks

Trademark	Country	Status	App. Date App. No.	Reg. Date Reg. No.	Class	Owner
PRIMA TECH 	United States	Registered	App 05-NOV-2009 App 77865557	Reg 17-AUG-2010 Reg 3834143	10	KMQ, INC.
PRIMA TECH 	United States	Registered	App 03-NOV-2009 App 77864104	Reg 27-APR-2010 Reg 3781204	2	KMQ, INC.
PRIMA TECH 	United States	Registered	App 03-NOV-2009 App 77864117	Reg 11-MAY-2010 Reg 3787477	5	KMQ, INC.
PRIMA TECH 	United States	Registered	App 03-NOV-2009 App 77863665	Reg 17-AUG-2010 Reg 3834132	10	KMQ, INC.
PRIMA TECH	United States	Registered	App 29-OCT-2009 App 77860113	Reg 17-AUG-2010 Reg 3834108	10	KMQ, INC.
PRIMA TECH	United States	Registered	App 28-OCT-2009 App 77859476	Reg 27-APR-2010 Reg 3781195	2	KMQ, INC.
PRIMA TECH	United States	Registered	App 28-OCT-2009 App 77859541	Reg 27-APR-2010 Reg 3781197	5	KMQ, INC.
PRIMA BMV	United States	Registered	App 28-OCT-2009 App 77859673	Reg 17-AUG-2010 Reg 3834106	10	KMQ, INC.
PRIMA	United States	Registered	App 28-OCT-2009 App 77859696	Reg 17-AUG-2010 Reg 3834107	10	KMQ, INC.
BMV	United States	Registered	App 24-JUL-2003 App 78278524	Reg 09-AUG-2005 Reg 2983986	10	KMQ, INC.
PRIMA TECH	United States	Registered Section 44(D)	App 14-MAR-2001 App 76223979	Reg 20-APR-2004 Reg 2833582	10	KMQ, INC.
PRIMA TECH	Community Trademarks	Registered	App 24-NOV-2006 App 5526934	Reg 16-NOV-2007 Reg 5526934	10 35 37	KMQ, Inc. (United States of America)
PRIMA TECH 	Australia	Registered	App 11-NOV-2009 App 1330641	Reg 11-NOV-2009 Reg 1330641	10	KMQ, INC. (United States of America)
PRIMA TECH	Australia	Registered	App 11-NOV-2009 App 1330639	Reg 11-NOV-2009 Reg 1330639	10	KMQ, INC. (United States of America)

PRIMA TECH	Australia	Registered	App 11-JUL-2001 App 882256	Reg 11-JUL-2001 Reg 882256	10	KMQ, Inc. (United States of America)
PRIMA TECH 	New Zealand	Registered	App 11-NOV-2009 App 815603	Reg 13-MAY-2010 Reg 815603	10	KMQ, INC. (United States of America)
PRIMA TECH	New Zealand	Registered	App 11-NOV-2009 App 815602	Reg 13-MAY-2010 Reg 815602	10	KMQ, INC. (United States of America)
PRIMA TECH	New Zealand	Registered	App 26-FEB-2001 App 632952	Reg 30-AUG-2001 Reg 632952	10	KMQ, INC. (United States of America)
PRIMA TECH	International Registration	Registered		Reg 31-JUL-2012 Reg 1134326	10	KMQ, Inc. (United States of America)

### B. Common Law Trademarks

PRIMA MARC  
PRIMA SPRAY ON  
PRIMA SPRAY ON II  
VAC-PAC



- Cow Logo



- Cow Paint Logo

### C. Trade Names

Prima Tech  
Prima Technologies  
Prima Tech USA  
Quinn Manufacturing  
Felton Medical



**EXHIBIT C**

**Domain Names**

primatechusa.com



**EXHIBIT D**  
**COPYRIGHTS**

**Registered Copyrights**

None

**Unregistered Copyrights**

Product labels  
Product packaging  
Product packaging inserts  
Catalogs  
Website content

Video Clips

Prima Tech Products for Dairy Producers  
New Product Feature: Sterimatic Vaccination Pack  
American Farmer” About Prima Tech USA  
Prima Tech Products For Swine  
Evolution of the Prima Tech Product  
Cattle Drench  
Sheep injection BMV  
Sheep Drenching  
Setting up the Prima tech Vaccinator  
How to Clean Prima Tech USA’s Pour –on  
How to Use a Prima tech Injector and Vac-Pac  
How to Use a Prima Tech BMV and Drencher  
How to Use a Prima BMV  
Prima Tech Pour-on Demo  
Prima Tech Pour-on Gun

  
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**EXHIBIT E**

**ONLINE MEDIA ACCOUNTS**

LinkedIn Page - [http://www.linkedin.com/company/prima-tech-usa?trk=top\\_nav\\_home](http://www.linkedin.com/company/prima-tech-usa?trk=top_nav_home)

Facebook page - <https://www.facebook.com/#!/search/str/prima%20tech%20usa/places-named>

Twitter - <https://twitter.com/PrimaTechUSA>

