

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308935

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignees previously recorded on Reel 004168 Frame 287. Assignor(s) hereby confirms the undivided part of Assignor's interest should have been assigned to three receiving parties instead of the two listed.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Institut National De La Recherche Agronomique		05/12/2006	Public Research Institute: FRANCE

## RECEIVING PARTY DATA

<b>Name:</b>	Institut National De La Recherche Agronomique
<b>Street Address:</b>	147 rue de l'Universite
<b>City:</b>	Paris
<b>State/Country:</b>	FRANCE
<b>Postal Code:</b>	75007
<b>Entity Type:</b>	Public Research Institute: FRANCE
<b>Name:</b>	The European Association for Animal Production (EAAP)
<b>Street Address:</b>	Via G. Tomassetti 3
<b>City:</b>	I/A. 00161 Rome
<b>State/Country:</b>	ITALY
<b>Entity Type:</b>	Non profit organization: ITALY
<b>Name:</b>	The British Society of Animal Science (BSAS)
<b>Street Address:</b>	P.O. Box 3
<b>Internal Address:</b>	Peniculk
<b>City:</b>	Midlothian EH26 0RZ, Scotland
<b>State/Country:</b>	UNITED KINGDOM
<b>Entity Type:</b>	Registered charity: UNITED KINGDOM

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3486929	ANIMAL

## CORRESPONDENCE DATA

Fax Number: 7172601641

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 717-232-8000

TRADEMARK

**Email:** trademarks@mwn.com  
**Correspondent Name:** Sue Heberlig  
**Address Line 1:** 100 Pine Street  
**Address Line 4:** Harrisburg, PENNSYLVANIA 17108

**ATTORNEY DOCKET NUMBER:** 356/33430-0003

**NAME OF SUBMITTER:** Sue Heberlig

**SIGNATURE:** /SueHeb/

**DATE SIGNED:** 06/27/2014

**Total Attachments: 7**

source=A3797854#page1.tif

source=A3797854#page2.tif

source=A3797854#page3.tif

source=A3797854#page4.tif

source=A3797854#page5.tif

source=A3797854#page6.tif

source=A3797854#page7.tif

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Institut National De La Recherche Agronomique		05/12/2006	Public Research Institute: FRANCE
RECEIVING PARTY DATA			
Name:	The European Association For Animal Production (EAAP)		
Street Address:	Via G. Tomassetti 3		
City:	1/A. 00161 Rome		
State/Country:	ITALY		
Entity Type:	Non profit Organization: ITALY		
Name:	The British Society of Animal Science (BSAS)		
Street Address:	P.O. Box 3		
Internal Address:	Penicuik		
City:	Midlothian EH26 0RZ, Scotland		
State/Country:	UNITED KINGDOM		
Entity Type:	Registered charity: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3486929	ANIMAL	
CORRESPONDENCE DATA			
Fax Number:	(704)444-1111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 444 1000		
Email:	tim.balts@alston.com		
Correspondent Name:	Timothy J. Balts		
Address Line 1:	101 S. Tryon St.		
Address Line 2:	Bank of America Plaza, STE 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28260-4000		

OP \$40.00 3486929

**900157265**

**TRADEMARK  
 REEL: 005310 FRAME: 0559**

DOMESTIC REPRESENTATIVE

Name: Timothy J. Balts  
Address Line 1: 101 S. Tryon St.  
Address Line 2: Bank of America Plaza, STE 4000  
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

DOMESTIC REPRESENTATIVE

Name: Timothy J. Balts  
Address Line 1: 101 S. Tryon St.  
Address Line 2: Bank of America Plaza, STE 4000  
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Timothy J. Balts
Signature:	/Timothy J. Balts/
Date:	03/17/2010

Total Attachments: 5  
source=ANIMALpartialassignment31816800\_1#page1.tif  
source=ANIMALpartialassignment31816800\_1#page2.tif  
source=ANIMALpartialassignment31816800\_1#page3.tif  
source=ANIMALpartialassignment31816800\_1#page4.tif  
source=ANIMALpartialassignment31816800\_1#page5.tif

**PARTIAL TRADEMARK ASSIGNMENT  
AGREEMENT**

**Between:**

**INSTITUT NATIONAL DE LA RECHERCHE AGRONOMIQUE,**

a government body whose registered office is located 147, rue de l'Université, 75007 Paris,  
France

hereinafter called "the Assignor",

**on the one hand,**

**and:**

**THE EUROPEAN ASSOCIATION FOR ANIMAL PRODUCTION (EAAP)**

A non-profit organization, whose seat is located Via G. Tomassetti 3, 1/A. 00161 Rome, Italy

**THE BRITISH SOCIETY OF ANIMAL SCIENCE (BSAS)**

A Registered Charity, whose seat is located PO Box 3, Penicuik, Midlothian EH26 0RZ,  
Scotland

hereinafter individually called "the assignee" or jointly "the assignees".

**on the other hand.**

\* \* \*

**WHEREAS:**

In February 2007, the Parties jointly launched an international journal dedicated to animal science.

In anticipation of this launch, the Assignor filed the following "ANIMAL" Trademark and Trademark Applications:

- Community Trademark n°005072756, filed on May 12, 2006, registered on December 11, 2007,
- US Trademark Application n°77/038328 filed on November 7, 2006,
- Australian Trademark Application n°1143419 filed on October 26, 2006.

Each of the Assignees desires to acquire an ownership interest in the aforementioned rights (hereinafter "the Trademarks"), which is accepted by the Assignor.

Further to an Agreement signed with the English Company H Young (Operations) Limited, the Assignor has undertaken to limit use and registration of the Trademarks ANIMAL so far as class 16 is concerned in relation to scientific publications relating to animal research and animal breeding . A copy of this Agreement is attached thereto.

**NOW, THEREFORE, IT HAS BEEN AGREED AS FOLLOWS:**

Article 1

The Assignor hereby transfers and assigns to each of the Assignees 1/3 (one third) of its right, title and interest in and to the Trademarks, together with the goodwill of the business connected therewith and symbolized by the Trademarks.

The assignment shall be deemed to be in effect between the Parties since May 12, 2006.

It is further agreed the present Agreement organising the co ownership of the Trademarks will terminate at the expiry of the last protected of the Trademarks mentioned in preamble or of any new Trademark ANIMAL filed after the execution of this Agreement.

Article 2

The Assignor does not grant any guarantees other than those resulting from the Trademark's material existence. The Assignor also declares it has unencumbered rights in the Trademarks.

In the event that the Trademarks would be declared void or lost by a Court decision or for any other reason, the Assignees would not have any right to any compensation of any kind whatsoever.

### Article 3

As a result of the above-mentioned partial transfer of ownership, BSAS repaid to INRA a lump sum of € 6,683 (six thousand and six hundred and eighty three euros). The receipt of which is hereby acknowledged.

It is further agreed the Assignor will bear all the costs incurred by the drafting of the present Agreement .

The aforementioned amounts excluded, any expense incurred by the Trademarks as from December 20, 2007 shall be shared equally among the Parties, each Party being therefore responsible for one third of the total expenses.

### Article 4

The Parties also agree BSAS will be in charge on behalf of all co owners of any decision as to the prosecution of the Trademarks until the end of registration proceedings, and will solely decide of their amendment, limitation or any other modification.. BSAS undertakes to report within a reasonable time any development regarding the registration proceedings of the Trademarks to the other Parties.

However a decision of abandonment or withdrawal will need the prior approval of all the co owners.

BSAS will also take care of the renewal and maintenance of the Trademarks, unless the Parties unanimously agree not to renew one or all the Trademarks.

BSAS will be responsible in a first step for the payment of the costs incurred by the Trademarks, which will be then refunded by the other Parties in accordance with their respective share upon request by BSAS.

### Article 5

The Parties agree any extension of protection to a new territory of the Trademarks shall be unanimously decided by the Parties, and be made in the joint name and joint expenses of all the Parties.

Should only one Party desire to file a Trademark Application in a new Territory, the prior consent of the other Parties will have to be received. Such Application will be filed in the sole name and risks of the concerned Party and at its own expense.

#### Article 6

Each Party may decide to assign its rights in one or all the Trademarks to a Third Party.

In such a case, the other Parties will have a right to pre-empt it, at the same conditions as those agreed with the Third Party.

At this end, the Party willing to assign its share of the Trademarks will have to notify the other Parties, before its execution, a copy of the draft Assignment mentioning the name of the Assignee and the financial conditions.

The Party desiring to assign its rights in the Trademarks agrees any Assignment concluded in violation of this article shall be void.

#### Article 7

The Parties agree the possibility of granting a license to a Third Party on one or all the Trademarks shall be decided jointly.

The parties will share the payments resulting from any license in accordance with their respective part of ownership on the Trademarks.

BSAS will be authorized to execute any license agreement on behalf of the other co owners provided they have agreed on its conditions.

#### Article 8

Each of the Parties agrees to promptly notify the other Parties of any infringement of the Trademarks they might be aware of, as well as of any event challenging the validity of the Trademarks.

In such cases, the Parties will without delay decide in common whether an action has to be taken. The benefits and costs of such an action shall be shared equally by the Parties.

Where no unanimous decision may be reached, it is agreed only one of them may bring an action, but at its own benefits, risks and expenses. Upon request by this Party, the other Parties agree to give any consent, sign any document and more generally give any assistance needed for carrying out such an action.

#### Article 9



This agreement is binding upon the Parties, their subsidiaries and any successor in title, assignee, licensee of the Parties and any person authorized by the Parties to use the Trademarks.

In case of dispute between the Parties arising from this Agreement, the Parties agree to first endeavour to settle their controversy out of Court.

This Agreement is construed under the Laws of France and any dispute arising therefrom shall be brought before the French Courts.

Done in six copies, one for each Party, and the others for recordation purposes with each of the concerned Offices.

INRA

EAAP

BSAS

Name  
Title

Name ANDREA ROSATI  
Title DR.

Name Brian COOKE  
Title DR.

*Gerard Jacquie*  
DV INRA

05.07.06



B.S.A.S.  
BRITISH SOCIETY OF ANIMAL SCIENCE  
CHARITY No. SC004845

INSTITUT NATIONAL de  
la RECHERCHE AGRONOMIQUE  
INRA - DV  
147, rue de l'Université  
75338 PARIS Cedex 07