

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331260

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sogeval Laboratories, Inc.		12/16/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ceva Animal Health, LLC
Street Address:	8735 Rosehill Road, Ste. 300
City:	Lenexa
State/Country:	KANSAS
Postal Code:	66215
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3320233	VETRICALM
Registration Number:	3380057	CHONDRO-FLEX
Registration Number:	3778586	OTI-SOOTHE
Registration Number:	3770101	SLIM TREATS
Registration Number:	3854521	CLENZ-A-DENT
Registration Number:	4115633	AHBS
Registration Number:	4169022	WHITE AS A LILY
Registration Number:	4140426	ANIMAL HEALTH BRANDING SOLUTIONS
Registration Number:	4593366	GENTLESEB
Registration Number:	4589967	PET-PHOS
Registration Number:	4591638	TRP ADVANCED SOFT CHEW TECHNOLOGY
Registration Number:	3349602	DERMA-3
Serial Number:	86050806	TRP-TRI-COX
Serial Number:	86104142	KESIUM

CORRESPONDENCE DATA

Fax Number: 2125880500

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.

TRADEMARK

Phone: 2125880800
Email: docket@flhlaw.com
Correspondent Name: Frommer Lawrence & Haug LLP
Address Line 1: 745 Fifth Avenue
Address Line 2: William S. Frommer & Marilyn M. Brogan
Address Line 4: New York, NEW YORK 10151

ATTORNEY DOCKET NUMBER: 457685-6052

NAME OF SUBMITTER: Shaleena Alli-Rampersad

SIGNATURE: /Shaleena Alli-Rampersad/

DATE SIGNED: 02/05/2015

Total Attachments: 5

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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment is made effective as of December 16, 2014 by and between Sogeval Laboratories, Inc., a Delaware Corporation ("Assignor"), on one hand, and Ceva Animal Health, LLC, a Delaware Limited Liability Company ("Assignee"), on the other hand.


WHEREAS, pursuant to a certain Merger Agreement between Assignee and Assignor dated December 16, 2014 (the "Merger Agreement", copy of which is attached as Exhibit A) the Assignor sold, conveyed, assigned and transferred to Assignee, among other assets, the entire right, title and interest in and to the trademarks, service marks, logos, trade dress, trade names, business names and other indicia of origin used in the business in the United States, including the marks listed on Exhibit B hereto (collectively, the "Trademarks") together with all registrations and applications for registration therefor and the good will of the business symbolized by the Trademarks in the United States.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby, without reservation:

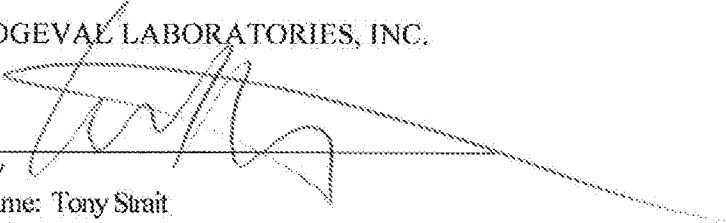
1. Confirms that it has sold, assigned, transferred and conveyed to Assignee, its successors and assigns, the whole entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all rights to sue for and collect damages resulting from past, present and future infringement of any or all Trademarks in the United States.
2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue or transfer all the Trademarks to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct.

IN WITNESS WHEREOF, each party hereto has caused this Confirmatory Trademark Assignment to be executed by its duly authorized officer.

CEVA ANIMAL HEALTH, LLC


By
Name: Tony Strait
Title: Secretary

SOGEVAL LABORATORIES, INC.


By
Name: Tony Strait
Title: Secretary

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement"), dated the 16th day of December, 2014, pursuant to Section 264 of the Delaware General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act, is made by and between Ceva Animal Health, LLC, a Delaware limited liability company ("Ceva") and Sogeval Laboratories, Inc., a Delaware corporation ("Sogeval" and collectively with Ceva, the "Entities").

WHEREAS, the Entities desire to merge into a single limited liability company, as effectuated by this Agreement (the "Merger") to be effective as of January 1, 2015 (the "Effective Date").

NOW, THEREFORE, the Entities, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of the Merger and mode of carrying the same into effect as follows:

FIRST: On the Effective Date, Sogeval shall be merged with and into Ceva, with Ceva continuing thereafter as the surviving entity (the "Surviving Entity").

SECOND: The Certificate of Formation of Ceva in effect on the date of the Merger, shall continue in full force and effect as the Certificate of Formation of the Surviving Entity.

THIRD: The manner and disposition of the outstanding shares of capital stock or interests of each of the Entities shall be as follows:

(a) Each share of common stock of Sogeval and all rights in respect thereto, which shall be issued and outstanding on the effective date of this Agreement, shall be cancelled and extinguished without payment of any kind.

(b) The outstanding membership interests of Ceva shall not be cancelled, but shall remain outstanding after the Merger.

FOURTH: The terms and conditions of the Merger are as follows:

(a) The Fourth Amended and Restated Operating Agreement of Ceva, as it shall exist immediately prior to the Effective Date shall continue in full force and effect as the Fourth Amended and Restate Operating Agreement of the Surviving Entity.

(b) The members of the board of directors of Ceva shall continue to serve in that capacity until they resign or are duly replaced.

(c) The officers of Ceva shall continue to serve in that capacity until they resign or are duly replaced.

(d) The Merger shall become effective on the Effective Date.

(e) Upon the effectiveness of the Merger, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and any other assets of every kind and description of Sogeval (the "Property") shall be transferred to, vested in and devolve upon the Surviving Entity without further act or deed and all the Property shall be the property of the Surviving Entity as it was of Sogeval.

(f) The officers and directors of the Entities are hereby authorized to execute all deeds, assignments, consents and certificates of every nature which may be needed to effectuate the Merger and the full and complete transfer of the Property as provided herein.

FIFTH: Sogeval's President and Secretary both certify that this Agreement has been authorized and approved by Sogeval's sole stockholder in accordance with Sections 228(a) and 251(c) of the Delaware General Corporation Law.


SIXTH: Ceva's President and Secretary both hereby certify that this Agreement has been authorized and approved by members of Ceva in accordance with the provisions of Ceva's Fourth Amended and Restated Operating Agreement and the Delaware Limited Liability Company Act as in effect on the date of this Agreement.

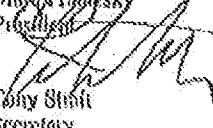
SEVENTH: This Agreement shall remain on file at the principal office of Ceva, at 8735 Rosehill Road, Suite 300, Lenexa, Kansas, 66215.

EIGHTH: A copy of this Agreement will be furnished by Ceva on request and without cost, to any member of the Surviving Entity and any stockholder of Sogeval who was a stockholder of Sogeval immediately prior to the effective date of the merger.

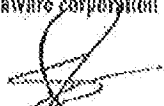
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective stockholders, members and boards of directors acknowledge that the facts stated herein are true, and have caused these presents to be executed by the authorized parties hereto as the respective act, deed and agreement of said entities as of the 16th day of December, 2014.

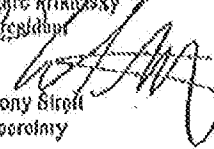
CEVA ANIMAL HEALTH, LLC
a Delaware limited liability company

By: 
Name: Marc Krivitsky
Title: President

Attest: 
Name: Tony Sireff
Title: Secretary

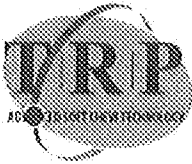
SOORVAL LABORATORIES, INC.
a Delaware corporation

By: 
Name: Marc Krivitsky
Title: President

Attest: 
Name: Tony Sireff
Title: Secretary

Signature Page of Agreement of the Parties

Exhibit B (List of Trademarks)

Trademark	Appl. No./ Filing Date	Reg. No./ Reg. Date
VERTICALM	78665805 July 7, 2005	3320233 October 23, 2007
CHONDRO-FLEX	77010156 September 29, 2006	3380057 February 12, 2008
OTI-SOOTHE	77337802 November 27, 2007	3778586 April 20, 2010
SLIM TREATS	77685933 March 7, 2009	3770101 April 6, 2010
CLENZ-A-DENT	77702322 March 30, 2009	3854521 September 28, 2010
AHBS	85060249 June 11, 2010	4115633 March 20, 2012
WHITE AS LILY	85292857 April 12, 2011	4169022 July 3, 2012
ANIMAL HEALTH BRANDING SOLUTIONS	85060250 June 11, 2010	4140426 May 8, 2012
GENTLESEB	85650835 June 13, 2012	4593366 August 26, 2014
PET-PHOS	85969585 June 25, 2013	4589967 August 19, 2014
	86050767 August 28, 2013	4591638 August 26, 2014
DERMA-3	78665756 July 7, 2005	3349602 December 4, 2007
TRP-Tri-COX	86050806 August 28, 2013	
KESIUM	86104142 October 29, 2013	