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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM340984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zoetis US LLC		04/26/2015	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Zoetis Services LLC		
Street Address:	100 Campus Drive		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	1954253	BRONCHICINE	

CORRESPONDENCE DATA

Fax Number: 7037392815

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. Email: iprecordals@cpaglobal.com, gpillai1@cpaglobal.com

Correspondent Name: CPA Global Limited
Address Line 1: Liberation House
Address Line 2: Castle Street

Address Line 4: St Helier, JERSEY JE1 1BL

NAME OF SUBMITTER:	Helen Birrell		
SIGNATURE:	/H/BIRRELL/IPR/GP/ZOETIS B IN/AG1TM/		
DATE SIGNED:	05/12/2015		

Total Attachments: 7

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AFFIDAVIT

- I, <u>Barbara L. Renda</u>, <u>Attorney-in-Fact</u> of <u>Zoetis Services LLC</u>, a Limited Liability Company organized under the laws of Delaware, do hereby swear by virtue of my signature below, that:
 - I have access to the records of the company and am authorized to make this statement on behalf of the Company.
 - The attached is a true, complete and exact copy of the duly executed
 Trademark Assignment between Zoetis US LLC (f/k/a Zoetis B. Inc.) and
 Zoetis Services LLC.

Zoetis Services LLC

By:_____

Name: Barbara L. Renda

Title: Attorney-in-Fact

Sworn to before me this 7^{44} day of $4a_4$, 2015.

Notary Public

Victoria Branche Notary Public of New Jersey My Commission Expires 4-9-2018

TRADEMARK AND COPYRIGHT ASSIGNMENT

This TRADEMARK AND COPYRIGHT ASSIGNMENT (the "Assignment") is made effective as of April 26, 2015 (the "Effective Date"), by and between Zoetis US LLC (f/k/a Zoetis B Inc.), a Delaware limited liability company located at 100 Campus Drive, Florham Park, NJ, 07932 ("Assignor"), and Zoetis Services LLC, a Delaware limited liability company located at 100 Campus Drive, Florham Park, NJ, 07932 ("Assignee"). Assignor and Assignee may be 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 Asset Transfer Agreement (as defined herein).

RECITALS:

WHEREAS, pursuant to the Asset Transfer Agreement, effective as of April 26, 2015, by and between Assignor, Assignee, and Zoetis PI LLC, Zoetis Holdings LLC, Zoetis WLC LLC, Zoetis Products LLC, Embrex LLC (f/k/a Embrex, Inc.), Zoetis LLC, and Synbiotics LLC (f/k/a Synbiotics Corporation) (the "Transfer Agreement"), Assignor is assigning to the Assignee all of Assignor's right, title and interest in, to and under the Transferred Assets, including the trademark registrations, trademark applications, common law trademarks and domain names identified on Schedule A (the "Assigned Trademarks") and the registered copyrights and copyright applications identified on Schedule B hereto (the "Assigned Copyrights" and together with the Assigned Trademarks and Assigned Domain Names, the "Assigned IP").

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. <u>Conveyance</u>. Assignor hereby transfers, conveys and assigns to Assignee its entire right, title and interest in, to and under (a) the Assigned IP, for the United States and for all foreign countries, including any and all renewals and extensions and all rights of reversion and termination thereof and goodwill symbolized thereby (as applicable), 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 or violation of the Assigned IP.
- 2. <u>Issuance and Recordation</u>. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and Register of Copyrights of the United States and any official of any foreign country whose duty it is to issue trademarks and copyrights (as applicable) on applications as described above, to issue any and all Assigned IP to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks and Register of Copyrights, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the assignee and owner of the applicable Assigned IP. 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 IP.

- 3. <u>No Modification</u>. 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 Transfer Agreement. Without limiting the foregoing, in the event and to the extent that there shall be a conflict between the provisions of this Assignment and the provisions of the Transfer Agreement, the Transfer Agreement shall control.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 5. <u>Counterparts</u>. 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. <u>Interpretation</u>. 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. <u>Further Assurances</u>. 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 is governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law rules (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).
- 9. **Jurisdiction**. With respect to any suit, action or proceeding relating to this Assignment, each Party hereto irrevocably agrees and consents to be subject to the exclusive jurisdiction of the courts of the State of New York and any court of the United States located in the Borough of Manhattan in New York City; (b) waives any objection which such Party may have at any time to the laying of venue of any action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have jurisdiction over such Party; and (c) consents to the service of process at the address set forth for notices in the Transfer Agreement; provided, however, that such manner of service of process shall not preclude the service of process in any other manner permitted under applicable law.

[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:

ZOETIS US LLC (f/k/a ZOETIS B INC.)

ASSIGNEE:

ZOETIS SERVICES LLC

WITNESSED AS TO BOTH BY:

WITNESSED AS TO BOTH BY:

Rapina Benson Name: Region Benson

Nationality: Proceedan

Title: Executive Intellectual Projectly Commercial address:

Care quis Orice

Florkers Park, 1/9 07932

Name: Mauren,
Nationality: American
Title: Senier Tredemont Analyst
Commercial address: 100 Compas Drive
Florks in Flork, NJ 07932

Signature Page

STATE OF New Jersey) SS. COUNTY OF MONNIS	
COUNTY OF ACTIVITY OF	
This instrument was executed	before me on this <u>May of Hyri</u>
	(title) of Zoetis US LLC (f/k/a Zoetis B Inc.), a
limited liability company organized under th	e laws of Delaware, on behalf of said limited
liability company. Link E DRO	Notary Public in and for The [State/Commonwealth] of [New Tersey] Lana E See Printed or Typed Name of Notary My commission expires 5/02/2018
STATE OF NEW TERS by) SS. COUNTY OF MOYES)	
	l before me on this <u>dis</u> day of <u>April</u> ,
<u> 2015, by John C. Navel</u> othe <u>Vice Presi</u>	deat (title) of Zoetis Services, a limited liability
company organized under the laws of Delaw	vare, on behalf of said limited liability company.
	Notary Public in and for The [State/Commonwealth] of [New Jedley]
	Printed or Typed Name of Notary
	My commission expires 4-9-2018

SCHEDULE A

ASSIGNED TRADEMARKS

<u>Trademarks and trademark applications:</u>

Mark Name	Country	Application Date	Application No.	Registration Date	Registration No.	Status
BRONCHICINE	Canada	01/18/2000	1043131	07/16/2003	TMA585306	Registered
BRONCHICINE	Community Trademark	02/22/2002	CTM002600534	03/04/2012	CTM002600534	Registered
BRONCHICINE	Dominican Republic	05/06/2011	2011-11378	08/02/2011	189030	Registered
BRONCHICINE	Mexico	02/18/2011	1156388	06/17/2011	1222962	Registered
BRONCHICINE	United States	07/07/1994	74/546547	05/10/2006	1954253	Registered
PERIOVAC	New Zealand	01/21/2003	671741	08/24/2009	671741	Registered

SCHEDULE B

ASSIGNED COPYRIGHTS

None.

Schedule B

TRADEMARK REEL: 005518 FRAME: 0609

RECORDED: 05/12/2015