

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novartis Tiergesundheit AG		01/02/2015	COMPANY: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Virbac Corporation		
Street Address:	3200 Meacham Boulevard		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76137		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2810751	FLAVOR TABS	
Registration Number:	2193259	SENTINEL	
Registration Number:	3713732	SENTINEL SPECTRUM	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
<i>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.</i>			
Phone:	214.953.6926		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Elizabeth K. Stanley, Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75201-2980		
ATTORNEY DOCKET NUMBER:	026730.0890,0892,0893		
NAME OF SUBMITTER:	Elizabeth K. Stanley		
SIGNATURE:	/Elizabeth K. Stanley/		
DATE SIGNED:	07/13/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of January 2, 2015 (this “Assignment”), is entered into by and between Novartis Tiergesundheit AG, a company organized under the laws of Switzerland (“Assignor”) and Virbac Corporation, a Delaware corporation (“Assignee”). Both Assignor and Assignee are collectively referred to herein as the “Parties.”

WHEREAS, Assignor and/or certain of its Affiliates and Assignee have entered into an Asset Purchase Agreement dated as of October 22, 2014, as amended (the “Agreement”);

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee its rights in the United States to certain trademarks owned by Assignor;

WHEREAS, Assignor wishes to confirm Assignee’s ownership of those trademarks and assign to Assignee any right, title and interest that Assignor may have in and to the trademark registrations in the United States listed on the attached Schedule A (the “Assigned Trademarks”) and other associated rights as described below; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all right, title and interest Assignor holds, or may hold, in and to: (i) the Assigned Trademarks in the United States and the goodwill of the business in connection with which said marks are used and which are symbolized by said marks, together with all rights in the United States derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, (ii) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license, assignment, or other disposition thereof, and (iii) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.
2. The foregoing assignment is, in all events, subject to the Agreement.
3. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Agreement.
4. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Trademarks.
5. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

NOVARTIS TIERGESUNDHEIT AG

By: *[Signature]*
Name: JOSEPH H. MARXER
Title: ATTORNEY

VIRBAC CORPORATION

By: _____
Name: _____
Title: _____

Sworn to and subscribed before me
this 19th day of December, 2014

Sherry L. Black
Notary Public



My Commission Expires: 3-19-2016

[Signature Page to TM Assignment]

TRADEMARK
REEL: 005575 FRAME: 0569

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

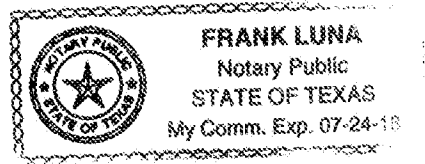
NOVARTIS TIERGESHUNDHEIT AG

By: N/A
Name:
Title:

VIRBAC CORPORATION

By: [Signature]
Name: Paul R. Hays
Title: President & Chief Executive Officer

Sworn to and subscribed before me
this 23 day of ~~January, 2015~~ ^{Fe}
~~December, 2014~~
[Signature]
Notary Public



My Commission Expires: 7-24-18

Schedule A

Trademark	USPTO Reg. No.	Owner
FLAVOR TABS	2810751	NOVARTIS AG CORPORATION (SWITZERLAND)
SENTINEL	2193259	NOVARTIS AG CORPORATION (SWITZERLAND)
SENTINEL SPECTRUM	3713732	NOVARTIS AG CORPORATION (SWITZERLAND)
SPECTRUM	3508817 (and the US extension of the following International Registration Number: 0917080)	NOVARTIS AG CORPORATION (SWITZERLAND)