

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement (redacted)		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novartis Animal Health US Inc.		05/26/2015	CORPORATION: DELAWARE
Novartis Tiergesundheits AG		05/26/2015	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Dechra Limited		
Street Address:	24 Cheshire Avenue		
Internal Address:	Cheshire Business Park, Lostock Gralam		
City:	Northwich		
State/Country:	UNITED KINGDOM		
Postal Code:	CW9 7UA		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85931902	COSACTHEN	
CORRESPONDENCE DATA			
Fax Number:	6173957070		
<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:	617-395-7019		
Email:	alhtrademarks@lalaw.com		
Correspondent Name:	Ann Lamport Hammitte		
Address Line 1:	One Main Street		
Address Line 2:	LANDO & ANASTASI, LLP		
Address Line 4:	Cambridge, MASSACHUSETTS 02142		
ATTORNEY DOCKET NUMBER:	D2085-2001		
NAME OF SUBMITTER:	Ann Lamport Hammitte		
SIGNATURE:	//alh//		
DATE SIGNED:	07/15/2015		
Total Attachments: 3			

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*"), dated as of May 26, 2015 (the "*Execution Date*"), is entered into by and between Novartis Animal Health US Inc., a Delaware Corporation ("*Seller*"), Novartis Tiergesundheits AG, a Swiss corporation ("*TAG*") and Dechra Limited, Snaygill Industrial Estate, Keighley Road, Skipton, North Yorkshire BD23 2RW United Kingdom ("*Purchaser*"). Each Seller, TAG and Purchaser is sometimes referred to, individually, as a "*Party*" and, collectively, as the "*Parties*."

WHEREAS, Seller, is engaged in the research, development, marketing, manufacturing and distribution of food chain and companion animal products;

WHEREAS, Purchaser is engaged in the research, development, marketing, manufacturing and distribution of food chain and companion animal products;

WHEREAS, TAG owns all right, title and interest in and to the Transferred Trademarks;

WHEREAS, Seller owns all right, title and interest in and to the Purchased Assets (as defined below) other than the Transferred Trademarks;

WHEREAS, Seller, as to the Purchased Assets excluding the Transferred Trademarks, and TAG as to the Transferred Trademarks, wish to sell to Purchaser or one or more of its Affiliates, and Purchaser wishes to purchase, or cause its Affiliates to purchase, from Seller and TAG all right, title and interest in and to the Purchased Assets (as defined below), all upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1 *Definitions.* All capitalized terms used in this Agreement shall have the meanings specified in this Section or elsewhere in this Agreement, as applicable. The following terms shall have the meanings set forth below for the purposes of this Agreement: "*Action*" means any claim, action, suit, demand, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or arbitral or similar forum.

"*Affiliate*" means, with respect to any Person, as of any point in time and for so long as the relationship continues to exist with respect to that Person, or any other Person controlled by, controlling, or under common control with that Person. For this purpose, control means having (i) direct or indirect beneficial ownership of more than 50% of the voting stock (or equivalent) of a Person, (ii) the right to direct, appoint or remove a majority of the members of its board of directors (or equivalent), or (iii) the power to control the general management of that Person by contract, law or otherwise. Notwithstanding the foregoing, Affiliate shall not include Persons in which a party or its Affiliates holds a majority of the ordinary voting power to elect a majority of the board of directors or other governing body, but is restricted from electing that majority by contract or otherwise, until such time as those restrictions are no longer in effect.

"*Agreement*" has the meaning set forth in the introductory paragraph of this Agreement.

"*Tax*" or "*Taxes*" means any and all taxes, assessments, levies, tariffs, duties or other charges or impositions in the nature of a tax (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Authority.

"*Tax Returns*" means any report, return (including any information return), claim for refund, election, estimated Tax filings or payment, request for extension, document, declaration or other information or filing required to be supplied to any Governmental Authority with respect to Taxes, including attachments thereto and amendments thereof.

"*Third Party Claim*" has the meaning set forth in Section 8.4.

"*Third Party(ies)*" means any Person other than the Parties or their respective Affiliates.

"*Trademarks*" means trademarks, service marks, trade names, corporate names, domain names and other source identifiers, and registrations and applications for registration thereof, including all extensions, modifications and renewals of same

"*Transaction*" means the transactions contemplated by this Agreement.

"*Transfer Taxes*" means any and all transfer, documentary, sales, use, stamp, registration, value added, recording and other similar taxes and fees (including any penalties and interest resulting from Purchaser's failure to timely file Tax Returns) incurred in connection with the Transaction described in Section 2.1. For the avoidance of doubt, such term shall exclude any income tax or tax on profits and gains imposed on Seller or TAG.

"*Transferred Know-How*" means the Know-How that, as of the date of this Agreement, is owned by Seller and used exclusively in connection with the Purchased Assets.

"*Transferred Trademarks*" means the Trademarks listed on Schedule 1.1(b).

"*USDA*" means the United States Department of Agriculture or any successor agency thereto.

ARTICLE 2

PURCHASE AND SALE

SCHEDULE 1.1(b)

TRANSFERRED TRADEMARKS

Mark Name	Country	Application Date	Application Number	Registration Date	Registration Number	Renewal Date	Status
COSACTHEN	United States	14 May 13	85931902				Allowed
COSACTHEN	Canada	26 Aug 09	1439598				Allowed