

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348146

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

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of is made by and between Novartis Tiergesundheit AG, a Swiss corporation ("Assignor"), and Dechra Limited, Snaygill Industrial Estate, Keighley Road, Skipton, North Yorkshire BD23 2RW United Kingdom ("Assignee"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, the Parties entered into that certain Asset Purchase Agreement dated as of May 26, 2015 (the "Asset Purchase Agreement") pursuant to which Assignee is to acquire all of Assignor's right, title and interest in and to the Transferred Trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration paid pursuant to the terms and conditions of the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agrees as follows:

1. Sale and Transfer of Transferred Trademarks. Effective as of as of 11:59 p.m., New York time, on the Closing Date (the "Effective Time"), pursuant to, and upon the terms and subject to the conditions set forth in, the Asset Purchase Agreement, Assignor hereby sells, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Transferred Trademarks.

2. Transferred Trademarks. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Transferred Trademarks, and Assignor agrees to execute and deliver, at the Assignee's sole cost and expense including Assignor's costs, expenses and reasonable attorney's fees, affidavits, statements of use, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably necessary to effect the terms of this Agreement and to assure that the sale, transfer and conveyance of the Transferred Trademarks, is properly recorded at any appropriate administrative agency or registry, including but not limited to, the applicable trademark offices.

3. Assignment of Transferred Trademarks. Effective as of the Effective Time, pursuant to, and upon the terms and subject to the conditions set forth in, the Asset Purchase Agreement, (a) Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Transferred Trademarks, (b) Assignee hereby assumes all duties and obligations of Assignor under the Transferred Trademarks arising only in respect of periods from and after the Closing Date, and (c) Assignee hereby agrees to honor, perform and discharge all duties and obligations of Assignor under the Transferred Trademarks, and to indemnify and

hold Assignor and its Affiliates harmless from Damages arising in connection with such duties and obligations in accordance with, and subject to, the terms of the Asset Purchase Agreement.

4. Assumption of Assumed Liabilities. Without limiting the terms of Section 1 and 3, effective as of the Effective Time, pursuant to and upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignee hereby assumes and agrees to pay, discharge or perform, as appropriate, the Assumed Liabilities and to indemnify and hold Assignor and its Affiliates harmless from Damages arising under the Assumed Liabilities in accordance with, and subject to, the terms of the Asset Purchase Agreement.

5. Further Assurances. Assignor hereby covenants and agrees to promptly execute and deliver to Assignee such other and further instruments of assignment and all such notices and other documents as may be reasonably necessary or desirable to more fully assign and vest in Assignee all right, title and interest in and to the Transferred Trademarks.

6. No Limitation on Rights or Obligations. This Agreement, being further documentation of the sales, conveyances, assignments and transfers provided for in the Asset Purchase Agreement, does not limit or modify the rights or obligations of the Parties therein provided. The Asset Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Asset Purchase Agreement.

7. Governing Law. The governing law provisions of the Asset Purchase Agreement shall apply to this Agreement as if set forth in full herein.

8. Section Headings. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

9. Entire Agreement. This Agreement, along with the Asset Purchase Agreement and the other Transaction Agreements, embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have not been and there are no agreements, representations or warranties between the Parties other than those set forth or provided for in the Transaction Agreements.

10. Counterparts and Delivery. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signed counterpart of this Agreement may be delivered by facsimile or other form of electronic transmission (e.g., pdf), with the same legal force and effect as delivery of an originally signed agreement.

*(SIGNATURE PAGE FOLLOWS)*

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Parties by their respective duly authorized officers, all as of the date first set forth above.

Novartis Tiergesundheit AG

by Novartis Animal Health US Inc.

By: [Signature]  
Printed: CLINT VARGAS  
Its: GENERAL COUNSEL

Witnessed By:  
Signature: [Signature]

Name: KYLE MONTGOMERY

Witnessed By:  
Signature: [Signature]

Name: Deborah E. Schannen

Dechra Limited  
By: [Signature]  
Printed: IAN PAGE  
Its: C.E.O.

Witnessed By:  
Signature: [Signature]

Name: CLARE FRITH

Witnessed By:  
Signature: [Signature]

Name: VALERIE MOULDEN

[BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT]