

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM367349

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Virbac Corporation		12/22/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Neogen Corporation		
<b>Street Address:</b>	620 Leshner Place		
<b>City:</b>	Lansing		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48912		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2489840	ASSAULT	
<b>Registration Number:</b>	2196460	BROMETHALIN ONE MEAL IS ALL IT TAKES	
<b>Registration Number:</b>	2464964	EARTH CITY RESOURCES	
<b>Registration Number:</b>	4722839	PLACE PACK	
<b>Registration Number:</b>	2421288	RAT & MOUSE-A-REST II	
<b>Registration Number:</b>	4853718	STARLICIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7344184289		
<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>	734-418-4288		
<b>Email:</b>	tmdocketing@honigman.com		
<b>Correspondent Name:</b>	Julie E. Reitz		
<b>Address Line 1:</b>	315 East Eisenhower Parkway, Suite 100		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48108-3330		
<b>ATTORNEY DOCKET NUMBER:</b>	234997-380337		
<b>NAME OF SUBMITTER:</b>	Julie E. Reitz		
<b>SIGNATURE:</b>	/Julie E. Reitz/		
<b>DATE SIGNED:</b>	12/29/2015		

CH \$165.00 2489840

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), is effective as of the 22nd day of December, 2015 between Virbac Corporation, Inc. a Delaware corporation ("Assignor"), and Neogen Corporation, a Michigan corporation ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties".

### RECITALS:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of December 22, 2015 under which Assignor is transferring to Assignee assets related to its rodenticide and pesticide business (the "Purchase Agreement"); and

WHEREAS, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, certain of Assignor's right, title and interest in and to Assignor's rights that are inherent in or relating to the rodenticide business (the "Business"); and

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of the Marks and Patents of Assignor associated with the Business as set forth below.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Marks.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the trademarks, service marks, trade names, domain names and all applications therefor that are listed in Exhibit A attached to this Assignment (the "Marks"), together with all of the goodwill associated with and symbolized by the Marks, including any applications, registrations, renewals and extensions thereof for the Marks, including as further detailed in Exhibit A, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect.

2. **Patents.** Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, its entire right, title and interest in and to any and all worldwide patent rights and rights of similar nature that are listed on the attached Exhibit B (the "Patents"), along with its entire right, title and interest in and to the inventions claimed in the Patents, including the right to file foreign patent applications corresponding to such Patents, and the right to claim the priority date of said Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

3. **Rights.** The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.

4. **Further Assurances.** Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Marks and Patents assigned herein.

5. **Binding Effect.** This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by any party hereto without the prior written consent of the other party.

6. **Incorporation of Provisions. Amendment and Waiver.** No provision of this Agreement may be amended, modified, supplemented or waived except by an instrument in writing executed by all of the parties hereto or, in the case of an asserted waiver, executed by the party against which enforcement of the waiver is sought. The rights and remedies of the parties to this Agreement are cumulative and not alternative.

7. **Notice.** Any notice or communication must be in writing and given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (b) by depositing the same with a national overnight delivery service (e.g. Federal Express or UPS) addressed to the party to be notified, airbill prepaid for next day delivery, or (c) by delivering the same in person or by email. Such notice will be deemed received on the date on which it is hand-delivered or emailed (with evidence of successful transmittal), on the next business day following delivery to an overnight delivery service, or on the third (3<sup>rd</sup>) business day following the date on which it is so mailed. For purposes of notice, the addresses of the parties will be:

*If to Assignor to:*

Virbac Corporation  
3200 Meacham Blvd.  
Ft. Worth, TX 76137

Attn: Paul R. Hays, President & CEO  
Email: paul.hays@virbacus.com

*and*

Attn: D. Brett Haring, Vice President & General Counsel  
Email: brett.haring@virbacus.com

*If to Assignee to:*

Hacco, Inc.  
c/o Neogen Corporation  
620 Leshar Place  
Lansing, Michigan 48912  
Attention: James L. Herbert  
Email: jherbert@neogen.com

*With a copy to:*

Lowe Law Firm, PC  
2375 Woodlake Drive, Suite 380  
Okemos, Michigan 48864  
Attn: Richard C. Lowe  
Email: dlowe@lowelaw.net

Notice to outside counsel will not constitute notice to a party. Any party may change its address for notice by written notice given to the other parties in accordance with this Section 13.3.

8. **Public Announcements.** Any public announcement or similar publicity with respect to this Agreement will be issued, if at all, at such time and in such manner as Assignor and Assignee mutually determine. Unless consented to by Assignor and Assignee in advance or required by applicable law, before the closing pursuant to the Purchase Agreement ("Closing") Assignee and Assignor will keep this Agreement strictly confidential and may not make any public disclosure of this Agreement to any person or entity. Anything in the preceding sentences to the contrary notwithstanding, either party may make such announcements or disclosures (i) as required by applicable law or stock exchange rules, (ii) required by legal process; (iii) to its tax and accounting advisors; (iv) to enforce this Agreement, the Purchase Agreement or any other agreement executed in connection with such agreements ("Permitted Disclosures").

9. **Confidentiality.**

- (a) During the period between the date the Purchase Agreement is signed and the Closing, Assignor and Assignee will maintain in confidence and not use to the detriment of another party any written, oral, or other information obtained in confidence from another party in connection with this Agreement and the transactions contemplated by the Purchase Agreement ("Contemplated Transactions"), unless (a) such information is already known to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of the disclosing party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the consummation of the Contemplated Transactions, or (c) the furnishing or use of such information constitutes Permitted Disclosures.
- (b) Following the Closing, (i) Assignor shall hold in confidence (subject to the Permitted Disclosures) all Company Information (as defined below) and will not disclose the same to any third party or use the same for any purpose referred to in

and (ii) shall deliver all such Company Information to Assignee, provided, that Assignor may retain one copy of such information for archival and compliance purposes only. The term "Company Information" shall mean all information concerning the business and the assets purchased as described in the Purchase Agreement, including without limitation all information concerning Assignor's products, product formulations, services, manufacturing and other processes, proprietary rights, technology, suppliers, customers, pricing policies and mark ups, except information (x) ascertainable or obtained from public information, or (y) which is or becomes known to the public, other than through a breach of this Agreement. Notwithstanding any provision contained in this Section, each party (and each of their respective employees, representatives or other agents) may disclose to any and all persons, without limitations of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions and other tax analyses) that are provided to the taxpayer relating to such tax treatment and tax structure.

10. **Entire Agreement.** This Agreement and the Purchase Agreement and all its attached Exhibits and Schedules, each of which is incorporated in this Agreement, supersede all prior agreements and understandings relating to the Agreement's subject matter, except for the Confidentiality Agreement between Assignor and Assignee effective as of August 25, 2015.

11. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable present or future laws, such provision will be fully severable and this Agreement will be construed and enforced as if the illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance. Furthermore, in lieu of the illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

12. **Governing Law; Jurisdiction; Venue.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of Delaware without reference or regard to the conflicts of law rules thereof. ANY LEGAL ACTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY UNDER THIS AGREEMENT WILL BE SUBMITTED FOR TRIAL, WITHOUT A JURY, EXCLUSIVELY BEFORE COURTS LOCATED IN NEW CASTLE COUNTY, DELAWARE. THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF DELAWARE IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO, AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY MATTERS ARISING UNDER THIS AGREEMENT.

13. **Counterparts.** This Agreement may be executed in counterparts and by facsimile, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

14. **Time of Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

15. **Attorneys Fees.** The prevailing party in any litigation involving this Agreement shall be entitled to recover, in addition to any other relief obtained, the costs and expenses, including reasonable attorney's fees and expenses, incurred by the prevailing party

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNOR:**

**Virbac Corporation**

By: 

Name: Paul R. Hays

Title: President & CEO

**ASSIGNEE:**

**Neogen Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the Parties has caused this Assignment of Intellectual Property to be duly executed and delivered by its duly authorized representative as of the date first written above.

**ASSIGNOR:**

**Virbac Corporation**

By: \_\_\_\_\_  
Name: Paul R. Hays  
Title: President & CEO

**ASSIGNEE:**

**Neogen Corporation**

By: James L. Herbert  
Name: James L. Herbert  
Title: CEO & CHAIRMAN



**EXHIBIT A****Marks**

Country	Trademark	Reg. Date	Reg. No.
U.S.A.	ASSAULT	Sep 18, 2001	2489840
U.S.A.	BROMETHALIN ONE MEAL IS ALL IT TAKES & Design	Oct 13, 1998	2196460
U.S.A.	EARTH CITY RESOURCES & Design	Jul 3, 2001	2464964
U.S.A.	PLACE PACK	Apr 21, 2015	4722839
U.S.A.	RAT & MOUSE- A-REST II	Jan 16, 2001	2421288
U.S.A.	STARLICIDE	Nov 17, 2015	4,853,718

**EXHIBIT B**

**Patents**

Country	Filing Date	Filing Number	Registration Date	Registration Number	Expiration
Canada	12/22/2010	138497	01/24/2012	138497	01/24/2022
China	06/09/2011	201130164736.X	02/08/2012	ZL 201130164736.X	06/09/2021
United States	12/09/2010	29/380,672	06/19/2012	D662171	06/19/2026
Mexico	06/07/2011	MX/E/2011/00188 1	03/26/2012	35998	06/07/2026

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