

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375910

<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>
San Diego Veterinary Imaging, Inc.		01/21/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IDEXX Laboratories, Inc.		
<b>Street Address:</b>	One IDEXX Drive		
<b>City:</b>	Westbrook		
<b>State/Country:</b>	MAINE		
<b>Postal Code:</b>	04092		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3276808	DVMINSIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8777697945		
<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>	617-542-5070		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Cynthia Walden, FISH & RICHARDSON P.C.		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	00088-0496002		
<b>NAME OF SUBMITTER:</b>	Cynthia Johnson Walden		
<b>SIGNATURE:</b>	/Cynthia Johnson Walden/		
<b>DATE SIGNED:</b>	03/08/2016		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT

This trademark assignment (“Assignment”) is effective as of January 21, 2016 (the “Effective Date”) by and between San Diego Veterinary Imaging, Inc., a California corporation with a place of business located at 2006 Orizaba St., San Diego, California 92103 (“Assignor”), and IDEXX Laboratories, Inc., a Delaware corporation with a place of business located at 1 Idexx Dr., Westbrook, Maine 04092 (“Assignee”).

### RECITALS

WHEREAS, Assignor represents and warrants that (i) it is the exclusive owner of all rights, title and interest in and to the “DVMINSIGHT” trademark and the good will associated therewith, including common law rights therein (the “Mark”); (ii) title to the Mark is free of any and all encumbrances, liens or, to the knowledge of Assignor, other adverse claims; (iii) it is currently using the Mark in connection with providing teleradiology interpretation services and consultation in the field of veterinary medicine via a global network and has never abandoned the Mark in connection with such category; (iv) to the knowledge of Assignor, the Mark is not the subject of any license, whether written or oral, express or implied, from or to any third party; (v) it has the authority and right to make this assignment, and that making this assignment with respect to the Mark will not violate or interfere with the rights of any third party; (vi) it is not and has not been a party to any claim nor, to the knowledge of Assignor, is any claim threatened or is there any valid ground for a claim that challenges the validity, enforceability, ownership or right to use, sell or license the Mark (excluding United States District Court for the Southern District of California Case No. 3:11-CV-02996-GPC-KSC) ; and (vii) it hereby waives and releases any and all rights that Assignor may have in the Mark and further acknowledges and agrees that Assignor has no claim against nor will Assignor assert any claim against Assignee, its affiliates, officers, directors, agents, employees or attorneys with respect to the Mark and its use by Assignee.

WHEREAS, Assignee desires to acquire all Assignor's rights, title and interest in and to the Mark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

**Assignment:** Assignor hereby assigns absolutely to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Mark, throughout the world, together with the good will of the business associated with, corresponding to, symbolized by and embodied in the Mark, including all common law rights in the Mark, all rights provided by international conventions and treaties, all registrations and applications for the Mark, all domain names incorporating the Mark, all income, royalties or payments due or payable as of the Effective Date or thereafter, as well as the right to commence an action for past, present or future infringement, dilution or related causes of action. The trademark and domain name applications and registrations that Assignor owns incorporating the Mark are identified on Exhibit 1 hereto. It is agreed and understood that the Recitals set forth above are incorporated into and made a substantive part of this Assignment. For the avoidance of doubt, except for the specific rights conveyed hereunder, Assignor acknowledges that Assignor does not claim any independent trademark or other rights to the term, "DVMINSIGHT" whether or not associated with any other term.

**Transfer Documentation:** Assignor undertakes that (a) at no expense to Assignee, it will perform all acts and execute all documents necessary to further assure IDEXX obtains all rights, title and interest to the Mark, and any domain names incorporating the Mark, in Assignee and will cooperate with Assignee to record this Assignment with the United States Patent and Trademark Office and other appropriate government offices in other jurisdictions throughout the world, if requested, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths, at

Assignee's expense unless such acts or travel are required outside of San Diego County, in which case Assignor would be eligible for reimbursement of reasonable travel expenses consisted with IDEXX's travel and expense policies; (b) in the event Assignee is unable for any reason, after reasonable efforts to contact Assignor (and its designated representative John W. Millar, c/o Kennedy & Souza, APC, 1230 Columbia Street, Suite 600, San Diego, CA 92101 (619) 233-8591), to secure Assignor's signature on any document reasonably deemed to be needed in connection with any action specified in this paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act on and for Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor; (c) it has not and will not enter into any agreement or commit any act, matter or thing that may, directly or indirectly, conflict with or invalidate the Mark, its use or registration by Assignee, its successors and assigns, or this Assignment to Assignee; and (d) as of the Effective Date hereof, it will immediately refrain from using and/or attempting to register the Mark or any other mark that is likely to cause confusion with the Mark unless authorized in writing by Assignee.

**Breach:** Notwithstanding anything to the contrary herein, it is specifically understood and agreed that any breach of the provisions of or representations in this Assignment by Assignor will result in irreparable injury to Assignee, that remedy at law alone will be an inadequate remedy for such breach, and that, in addition to any other remedies which it may have, Assignee may enforce its rights by actions for specific performance, injunctive relief or other equitable relief, to the extent permitted by law.

**Entire Agreement:** This Assignment constitutes the entire agreement of Assignor and Assignee with respect to the subject matter hereof and supersede any prior or contemporaneous

agreements, whether written or oral, between the parties with respect to the subject matter contained herein. This Assignment may be amended or modified only by a writing signed by each party hereto.

Governing Law; Venue: This Assignment shall be governed and construed in accordance with the laws of the State of California; each party hereby irrevocably submits to the exclusive jurisdiction of the United State District Court for the Southern District of California (the "District Court") for the purpose of any proceeding arising out of or relating to this Assignment, or the breach, termination, enforcement, interpretation or validity thereof, or relating to the subject matter hereof, and each party waives objection to the District Court based on lack of personal jurisdiction or inconvenient forum.

Successors and Assigns: This Assignment shall bind and inure to the benefit of Assignor, Assignee and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Assignment.

SAN DIEGO VETERINARY IMAGING, INC.

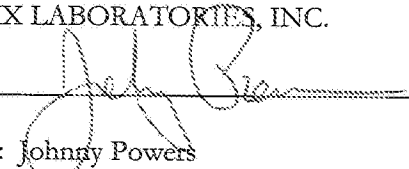
By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

IDEXX LABORATORIES, INC.

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

Name: Johnny Powers

Title: Executive Vice President

Date: 1-21-16

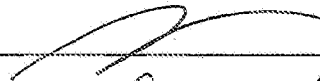
agreements, whether written or oral, between the parties with respect to the subject matter contained herein. This Assignment may be amended or modified only by a writing signed by each party hereto.

Governing Law; Venue: This Assignment shall be governed and construed in accordance with the laws of the State of California; each party hereby irrevocably submits to the exclusive jurisdiction of the United State District Court for the Southern District of California (the "District Court") for the purpose of any proceeding arising out of or relating to this Assignment, or the breach, termination, enforcement, interpretation or validity thereof, or relating to the subject matter hereof, and each party waives objection to the District Court based on lack of personal jurisdiction or inconvenient forum.

Successors and Assigns: This Assignment shall bind and inure to the benefit of Assignor, Assignee and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Assignment.

SAN DIEGO VETERINARY IMAGING, INC.

By:   
Name: Seth Wallack  
Title: CEO  
Date: Jan 20, 2016

IDEXX LABORATORIES, INC.

By: \_\_\_\_\_  
Name: Johnny Powers  
Title: Executive Vice President  
Date: \_\_\_\_\_

JP  
1-27-16

# EXHIBIT 1

## LIST OF ASSIGNED TRADEMARKS

Trademark	U.S. Registration No.
DVMINSIGHT	No. 3,276,808

## LIST OF ASSIGNED URL'S

Domain Name	Creation Date	Registrar
dvminsight.info	2011-11-13	GODADDY.COM, LLC (R171-LRMS)
dvminsite.com	2005-05-15	GODADDY.COM, LLC



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Trademark	U.S. Registration No.
DVMINSIGHT	No. 3,276,808

SW

**LIST OF ASSIGNED URL'S**

Domain Name	Creation Date	Registrar
dvmindsight.info	2011-11-13	GODADDY.COM, LLC (R171-LRMS)
dvminsite.com	2005-05-15	GODADDY.COM, LLC

SW

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