

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM378900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boehringer Ingelheim Vetmedica, Inc.		10/30/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Huvepharma, Inc.		
Street Address:	525 Westpark Drive		
Internal Address:	Suite 230		
City:	Peachtree City		
State/Country:	GEORGIA		
Postal Code:	30269		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4198883	CHLORONEX	
Registration Number:	1029870	SULMET	
Registration Number:	0840781	SULMET	
Registration Number:	0431929	SULMET	
Registration Number:	0727677	VETISULID	
CORRESPONDENCE DATA			
Fax Number:	3058302605		
<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:	305-830-2600		
Email:	tmmiami@fggbb.com		
Correspondent Name:	Paul D. Bianco of Fleit Gibbons et al.		
Address Line 1:	21355 East Dixie Highway		
Address Line 2:	Suite 115		
Address Line 4:	Miami, FLORIDA 33180		
ATTORNEY DOCKET NUMBER:	7047-T16-043		
NAME OF SUBMITTER:	Paul D. Bianco		
SIGNATURE:	/Paul D. Bianco/		

OP \$140.00 4198883

DATE SIGNED:	04/01/2016
Total Attachments: 5 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=sec. 3.9 disclosure schedule#page1.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT (the "Assignment") is made and delivered as of October 30, 2015
by:

Boehringer Ingelheim Vetmedica, Inc.,
a corporation incorporated under the laws
of Delaware

("Seller")

in favor of:

Huvepharma, Inc.,
a corporation incorporated under the laws
of Delaware

("Buyer")

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement dated October 9, 2015 (the "Asset Purchase Agreement") which is incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement. Under the terms of the Asset Purchase Agreement, Seller agreed to sell, transfer, and assign to Buyer the Seller's rights, if any, in the Trademarks shown on §3.9 of the Disclosure Schedule of the Asset Purchase Agreement (the "Included Intellectual Property").

NOW THEREFORE, Seller, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally quit claim to Buyer, its successors and assigns, all of Seller's right, title and interest (if any) free and clear of all Security Interests, in and to the Included Intellectual Property, together with the goodwill of the business (if any) connected with such Included Intellectual Property, TO HAVE AND TO HOLD without reservation and with all of the rights and appurtenances thereto belonging unto Buyer, for itself, its successors and assigns for their own use and behalf forever; and Seller hereby authorizes and requests the Commissioner of Patents and Trademarks to transfer all registered Trademarks included in the Included Intellectual Property to Buyer.

To the extent that any Included Intellectual Property is not assignable without the consent of, or notice to, any other Person, or that assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Included Intellectual Property shall automatically be assigned to Buyer hereby. Seller shall use commercially reasonable efforts to obtain all necessary consents of such Persons to the assignment of any such Included Intellectual Property.



For good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller covenants that Seller will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Buyer of Seller's the entire right, title and interest in and to the Included Intellectual Property as Buyer may reasonably require.

As between the Buyer and the Seller, the terms of the Asset Purchase Agreement, including but not limited to, Seller's disclaimers relating to the Included Intellectual Property, are incorporated herein by this reference. Each of the Seller and Buyer acknowledges and agrees that the terms contained in the Asset Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. As between the Buyer and the Seller, in the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, intending to be legally bound hereby, Seller has executed and delivered this Assignment as of the day and year first above written.

BUYER

Huvepharma, Inc.

By: 

Printed Name: *Glen Wilkinson*

Title: *President/CEO*

SELLER

Boehringer Ingelheim Vetmedica, Inc.

By: _____

Printed Name:

Title:

Boehringer Ingelheim Vetmedica, Inc.

By: _____

Printed Name:

Title:

IN WITNESS WHEREOF, intending to be legally bound hereby, Seller has executed and delivered this Assignment as of the day and year first above written.

BUYER
Huvepharma, Inc.

By: _____

Printed Name:

Title:

SELLER

Boehringer Ingelheim Vetmedica, Inc.

By: Albrecht Kissel

Printed Name: **Albrecht Kissel**
President and CEO

Title:

Boehringer Ingelheim Vetmedica, Inc.

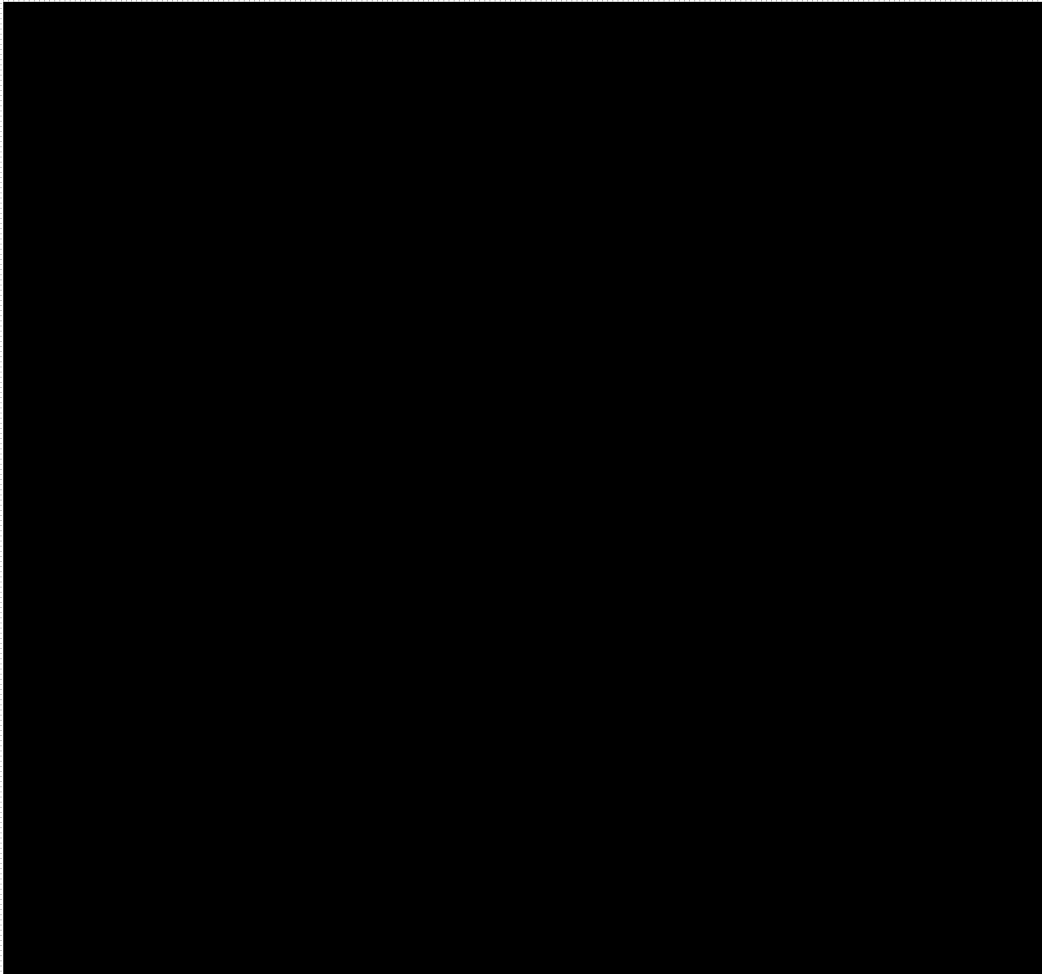
By: Mechtild Goerke

Printed Name: **Mechtild Goerke**
Vice President Finance

Title:

Signature Page of the Assignment of Trademarks

DISCLOSURE SCHEDULES



§3.9—TRADEMARKS

Trademark	US Reg. No.	US Reg. date	Goods
CHLORONEX	4198883	August 28, 2012	veterinary antibiotics
POLYOTIC	0603523	March 22, 1955	antibiotic
SULMET & Design	1029870	January 13, 1976	Sulfamethazine preparations for use in veterinary medicine
SULMET	0840781	December 19, 1967	Sulfamethazine preparations for use in veterinary medicine
SULMET	0431929	August 12, 1947	Sulfamethazine preparations for use in veterinary medicine
VETISULID	0727677	February 20, 1962	Veterinary Preparation for the Treatment of Infectious Diseases