

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387652

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900363822

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bayer HealthCare Animal Health, Inc.		03/14/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Cross Vetpharm Group Limited
Street Address:	Broomhill Road, Tallaght
City:	Dublin 24
State/Country:	IRELAND
Entity Type:	Limited Liability Company: IRELAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4488781	OVACYST
Registration Number:	4478487	PROSTAMATE

CORRESPONDENCE DATA

Fax Number: 7032058050
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.
Phone: 703-205-8048
Email: mailroom@bskb.com
Correspondent Name: Robert J. Kenney
Address Line 1: 8110 Gatehouse Road, Suite 100E
Address Line 4: Falls Church, VIRGINIA 22042

ATTORNEY DOCKET NUMBER:	1377-0352US1, 0353US1
NAME OF SUBMITTER:	Robert J. Kenney
SIGNATURE:	/Robert J. Kenney/
DATE SIGNED:	06/13/2016

Total Attachments: 7

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bayer HealthCare Animal Health, Inc.		03/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cross Vetpharm Group Limited		
Street Address:	Broomhill Road, Tallaght		
City:	Dublin 24		
State/Country:	IRELAND		
Entity Type:	Limited Company: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4488781	OVACYST	
Registration Number:	4478487	PROSTAMATE	
CORRESPONDENCE DATA			
Fax Number:	7032058050		
<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:	703-205-8048		
Email:	mailroom@bskb.com		
Correspondent Name:	Robert J. Kenney		
Address Line 1:	8110 Gatehouse Road, Suite 100E		
Address Line 4:	Falls Church, VIRGINIA 22042		
NAME OF SUBMITTER:	Robert J. Kenney		
SIGNATURE:	/Robert J. Kenney/		
DATE SIGNED:	05/09/2016		
Total Attachments: 5			
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EXECUTION COPY

BAYER

Trademarks Transfer Agreement

Between

(1) Bayer HealthCare Animal Health Inc., a corporation incorporated under Delaware law with an office at 3915 South 48th Street Terrace, 64503 MO, St. Joseph, USA

(hereinafter referred to as the "Assignor"),

and

(2) Cross Vetpharm Group Limited, a limited liability company incorporated under the laws of Ireland and having its registered office at First Floor, the Herbert Building, The Park, Carrickmines, Dublin 18, Ireland

(hereinafter referred to as the "Purchaser").

WHEREAS Assignor, Bayer HealthCare LLC (hereinafter referred to as "Seller") and Purchaser have entered into that certain Asset Sale And Purchase Agreement dated as of February 5, 2016 (the "Agreement") on the divestment of certain assets and liabilities relating to Seller's Products related Business in the U.S. as defined in the Agreement.

WHEREAS pursuant to the Agreement, Assignor agreed to assign, or cause to assign, to Purchaser the Trademarks listed in Schedule 2.1 (a) (i) to the Agreement for the Trademarks and appended hereto as Appendix I (the "Trademarks").

WHEREAS this Trademarks Transfer Agreement ("TAA") evidences such assignment and transfer of the Trademarks to Purchaser.

WHEREAS this TAA shall be effective as of the Closing Date (the "Effective Date").

WHEREAS terms with capital letters have the same meaning ascribed to them in the Agreement unless herein differently defined.

NOW, THEREFORE, it is hereby agreed as follows:

Paul Brady

Section 1
Assignment

- 1.1 Assignor hereby assigns, transfers and sets over to Purchaser all rights, titles and interests in the Trademarks, together with (i) all privileges and advantages thereto including, without limitation, all associated goodwill, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereto, and (ii) all books, records and other documentation that are related to the Trademarks, to hold unto Purchaser absolutely and Purchaser herewith accepts the assignment of the Trademarks.

Section 2
Representations and Liability

- 2.1 Any representations, warranties or indemnifications with respect to the Trademarks, or any of the transactions described in the Agreement or in this TAA and any remedies of Purchaser are exclusively governed by the Agreement. Assignor makes no representations or warranties and offers no indemnifications beyond those contained in the Agreement

Section 3
Documentation and Costs

- 3.1 Purchaser shall be solely responsible for the preparation and recordation before the U.S. Patent and Trademark Office of all documents necessary to evidence Purchaser as new owner of the Trademarks. Assignor shall reasonably assist Purchaser in preparing and executing the documents necessary to record the assignment of the Trademarks in the name of Purchaser or any of its designated affiliates. Without limiting the generality of the foregoing, Assignor will use reasonable efforts to execute or cause to be executed all agreements and documents and to take or cause to be taken all other actions necessary under applicable laws and regulations to evidence the recording of Purchaser (or any of its designated affiliates) as the owner of the Trademarks.
- 3.2 All cost and expenses related to the preparation and recordation of all documents necessary to evidence Purchaser as new owner of the Trademarks shall be borne by Purchaser.
- 3.3 As of the Effective Date, the Assignee shall be solely responsible for maintaining and defending the Trademarks.



Section 4
Miscellaneous

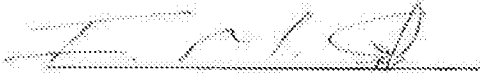
- 4.1 Sections 11.4, 11.8, 11.9, 11.12 of the Agreement apply to this Trademark Transfer Agreement.

Paul Bregg

IN WITNESS WHEREOF, the parties have signed this agreement.

Place, date: March 14, 2016, Shawnee, K.S, United States

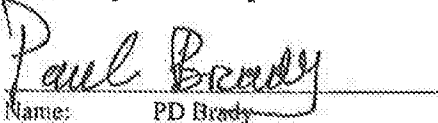
Bayer HealthCare Animal Health Inc.



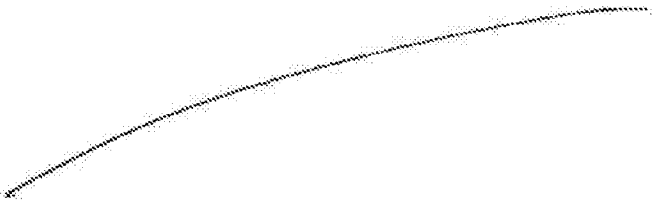
Name: Ian Spinks
Title: President

Place, date: March 14, 2016, Dublin, Ireland

Cross Vetpharm Group Limited



Name: PD Brady
Title: Director, General Counsel and Company Secretary



Appendix I - Trademarks

Trademark	Country	Classes	Application No	Application Date	Registration No	Registration Date	Status
OVACYST	United States of America	05	85182622	11/22/2010	4488781	02/25/2014	Registered
PROSTAMATE	United States of America	05	85448974	10/17/2011	4478487	02/04/2014	Registered

Paul Brady