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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM391773 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VetThink, Inc.		07/13/2016	Corporation: TEXAS

### **RECEIVING PARTY DATA**

Name:	Zoetis Services LLC		
Street Address:	100 Campus Drive		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	Limited Liability Company: DELAWARE		

## **PROPERTY NUMBERS Total: 2**

Property Type Number		Word Mark		
Registration Number:	3924665	GENESIS BREED-SPECIFIC HEALTH CARE		
Registration Number:	3924664	GENESIS BREED-SPECIFIC HEALTH CARE		

### **CORRESPONDENCE DATA**

**Fax Number:** 8627033881

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:** 9734432917

Email: AnimalHealthTMdocketing@zoetis.com

Correspondent Name: Zoetis Inc.

Address Line 1: 100 Campus Drive

Address Line 2: Legal Dept. - TRADEMARKS

Address Line 4: Florham Park, NEW JERSEY 07932

NAME OF SUBMITTER:Luzma E. DrozSIGNATURE:/luzma e. droz/DATE SIGNED:07/18/2016

### **Total Attachments: 6**

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### EXHIBIT E

### TRADEMARK, DOMAIN NAME, AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK, DOMAIN NAME, AND COPYRIGHT ASSIGNMENT (the "Assignment") is made effective as of July 13, 2016 (the "Effective Date"), by and between VetThink, Inc., a corporation organized under the laws of the state of Texas, with its principal office at 22388 State Highway 16, North Helotes, Texas 78023 ("Assignor") and Zoetis Services LLC, a limited liability company organized under the laws of the state of Delaware, with its principal office at 100 Campus Drive, Florham Park, New Jersey 07932 ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined herein).

### **RECITALS:**

WHEREAS, the Assignor is the owner of the trademark registrations, trademark applications and common law trademarks identified on Schedule A hereto (the "<u>Assigned Trademarks</u>"), the domain names identified on Schedule B hereto (the "<u>Assigned Domain Names</u>"), and the registered copyrights and copyright applications identified on Schedule C hereto (the "<u>Assigned Copyrights</u>" and together with the Assigned Trademarks and Assigned Domain Names, the "<u>Assigned IP</u>"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated July 13, 2016, between Assignor and Assignee, (the "Asset Purchase Agreement") Assignor is assigning to the Assignee all of Assignor's right, title and interest in, to and under the Assigned IP;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

- 1. <u>Conveyance</u>. Assignor hereby sells, assigns, transfers, and conveys to Assignee its entire right, title and interest in, to and under (a) the Assigned IP, for the United States and for all foreign countries, including any and all renewals and extensions and all rights of reversion and termination thereof and goodwill symbolized thereby (as applicable), and (b) the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned IP.
- 2. <u>Issuance and Recordation</u>. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and Register of Copyrights of the United States and any official of any foreign country whose duty it is to issue trademarks and copyrights (as applicable) on applications as described above, to issue any and all Assigned IP to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks and Register of Copyrights, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the assignee and owner of the applicable Assigned IP. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned IP.
- 3. **No Modification.** Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Asset Purchase Agreement or any other agreement entered into by the Parties or any of their affiliates. Without limiting the foregoing, in the event and to the extent that there shall be a

conflict between the provisions of this Agreement and the provisions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.
- 6. <u>Interpretation</u>. The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.
- 7. **Further Assurances**. Assignor and Assignee hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Assignment and carry out the intent and purposes of this Assignment.
- 8. <u>Governing Law</u>. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

[Signature page follows]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

	ASSIGNOR: VETTHINK INC.  Shaunon Fight  Title: President
	ASSIGNEE: ZOETIS SERVICES LLC
	Name:
STATE OF Texas  Shannon Pigott, the President of Texas, on behalf	e me on the 12 day of UUU, by  (title) of Vetthink, Inc., a corporation organized
KAYLA DENICE WIEDEBUSCH Notary Public, State of Texas Comm. Expires 05-31-2020 Notary ID 130682108	Notary Public in and for The [State/Commonwealth] of [  Vayla Viecevosch Printed or Typed Name of Notary  My commission expires 5/31/2020

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

	ASSIGNOR: VETTHINK, INC.	
	Name:	
	Title:	
	ASSIGNEE: ZOETIS SERVICES LLC  Name: Gless 1 Does	id .
	Title: <u>Seavor Vice</u>	President
STATE OF) SS		
COUNTY OF)	•	
	e me on theday of	
under the laws of the state of Texas, on behalf		oration organized
	Notary Public in and for The [State/Commonwealth] of [	]
	Printed or Typed Name of Notary	
	My commission expires	

STATE OF NEW JERSEY	)	
	) SS.	
COUNTY OF MORY 15	<b>)</b>	
This instrument was executed b Genn David the St Vic	perfore me on the 13 day of July	, by
	aware, on behalf of said limited liability company.	
	Finds Wagner	
	Notary Public in and for The [State/Commonwealth] of [ NJ ]	
	Linda Wagner	
	Printed or Typed Name of Notary	
	My commission expires 9 25 2020	

# SCHEDULE A TO TRADEMARK, DOMAIN NAME, AND COPYRIGHT ASSIGNMENT ASSIGNED TRADEMARKS

Mark Name	Country	App. No.	App. Date	Registratio n No.	Registratio n Date	Status
Genesis	United States	77916764	January	3924665	March 1,	Registered
Breed-Spec	omica states	7,710,01	21, 2010	372 1003	2011	Registered
ific Health			,			
Care						
Genesis	United States	77916755	January	3924664	March 1,	Registered
Breed-Spec			21, 2010		2011	
ific Health						
Care						
(Design)						

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**RECORDED: 07/18/2016**