

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413197

<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>
Boehringer Ingelheim Vetmedica, Inc.		01/03/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Elanco US Inc.		
<b>Street Address:</b>	2500 Innovation Way		
<b>City:</b>	Greenfield		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46140		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1808328	BRONCHI-SHIELD	
<b>Registration Number:</b>	3566003	CALICIVAX	
<b>Registration Number:</b>	1410095	DURAMUNE	
<b>Registration Number:</b>	1230813	DURAMUNE	
<b>Registration Number:</b>	3265678	DURAMUNE ADULT	
<b>Registration Number:</b>	3868625	DURAMUNE LYME	
<b>Registration Number:</b>	2200476	FEL-O-GUARD	
<b>Registration Number:</b>	0697713	FEL-O-VAX	
<b>Registration Number:</b>	2771785	FEL-O-VAX FIV	
<b>Registration Number:</b>	1701360	FEL-O-VAX LV-K	
<b>Registration Number:</b>	2972848	FEL-O-VAX LV-K FIV	
<b>Registration Number:</b>	2981864	LEPTOVAX	
<b>Registration Number:</b>	2843282	RABVAC	
<b>Registration Number:</b>	1487386	THE PUPPYSHOT	
<b>Registration Number:</b>	4381228	ULTRA DURAMUNE	
<b>Registration Number:</b>	5112729	ULTRA HYBRID FVRCP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172761919		

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TRADEMARK

***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:** 317-651-1346  
**Email:** trademarks@lilly.com  
**Correspondent Name:** Elanco US Inc.  
**Address Line 1:** 2500 Innovation Way  
**Address Line 4:** Greenfield, INDIANA 46140

<b>NAME OF SUBMITTER:</b>	Bruce W. Longbottom
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<b>SIGNATURE:</b>	/blongbottom/
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<b>DATE SIGNED:</b>	01/23/2017
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**Total Attachments: 9**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”) is made and entered into effective as of January 3, 2017 by and between Boehringer Ingelheim Vetmedica, Inc., a Delaware corporation (“**Assignor**”), and Elanco US Inc., a Delaware corporation (“**Assignee**”). Assignor and Assignee may each be referred to herein as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

**WHEREAS**, Assignor, Assignee and, solely for the purposes of Section 12.16 thereof, Eli Lilly and Company, an Indiana corporation, are parties to that certain Amended and Restated Fort Dodge Asset Purchase Agreement, dated as of December 2, 2016 (as the same may be amended, restated, supplemented or modified from time to time, the “**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to assign, or cause to be assigned, to Assignee all of Assignor’s right, title and interest in, to and under all Trademark Rights listed in Schedule A attached hereto and made a part hereof (collectively, the “**Assigned Marks**”);

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, all right, title and interest of Assignor in, to and under the Assigned Marks and the goodwill associated with such Assigned Marks; and

**WHEREAS**, Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Definitions.** Unless otherwise specifically provided herein, capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.
2. **Conveyance and Acceptance.** In accordance with the provisions of the Asset Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Assigned Marks, including all common law rights therein, together with all proceeds (including royalties, income and payments), benefits, privileges, causes of action and remedies relating to the Assigned Marks, all rights to bring an action, whether at law or in equity, for past, present and future infringement, dilution, misappropriation, violation or misuse of the Assigned Marks against any third party (but only if such action is initiated by Assignee after the closing of the transactions contemplated by the Asset Purchase Agreement), all rights to recover damages, profits and injunctive relief for past, present and future infringement, dilution, misappropriation, violation or misuse of the Assigned Marks (but only if the action in respect of such recovery is initiated by Assignee after

the closing of the transactions contemplated by the Asset Purchase Agreement), and all goodwill of the Business associated with and symbolized by the Assigned Marks, and Assignee hereby purchases, takes delivery of and acquires such Assigned Marks and accepts such sale, transfer, conveyance and assignment.

3. **Recordation.** Assignor hereby authorizes the applicable Governmental Entities to record this Assignment. All costs and expenses associated with the conveyance of the Assigned Marks and the recordation of this Assignment or any confirmatory assignment or other document with any Governmental Entity transferring ownership of such Assigned Marks from Assignor to Assignee shall be borne in accordance with the Asset Purchase Agreement.

4. **Further Assurances.** Assignor agrees, at Assignee's expense, to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Assignment.

5. **Relation to Asset Purchase Agreement.** This Assignment is intended only to effect the transfer of the Assigned Marks, including the rights therein as provided in Section 2 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Asset Purchase Agreement. 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.

6. **Miscellaneous.**

(a) This Assignment, the negotiation, execution or performance of this Assignment and any dispute, controversy or claim (of any and every kind or type, whether based on contract, tort, state regulation or otherwise) arising out of, relating to or in connection with this Assignment or the transactions contemplated by this Assignment, including any dispute as to the construction, validity, interpretation, enforceability or breach of this Assignment ("**Dispute**"), shall be governed and construed in accordance with the Laws of the State of Delaware, without reference to its conflicts of laws principles that would refer the construction, validity, interpretation or enforceability of, or resolution of any Dispute to the substantive Laws of another jurisdiction.

(b) This Assignment may be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by each of the Parties or, in the case of a waiver, by or on behalf of the Party waiving compliance. No failure or delay by any Party in exercising any right, power or privilege hereunder, and no course of dealing between the Parties shall be effective to amend or waive any provision of this Assignment.

(c) All legal, accounting and other fees and expenses incurred in connection herewith and the consummation of the transactions contemplated hereby shall (except as otherwise expressly provided herein) be paid by the Party incurring such expenses.

(d) This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

(e) In the event that any provision contained in this Assignment shall for any reason be held to be illegal, invalid or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction and in lieu of such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Assignment a valid, legal and enforceable provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and reasonably acceptable to the Parties.

(f) This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement, and shall become effective when each Party hereto shall have received counterparts hereof signed by each of the other Parties hereto. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

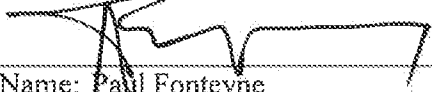
*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

ASSIGNOR:

BOEHRINGER INGELHEIM VETMEDICA, INC.

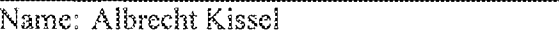
By:



Name: Paul Fonteyne

Title: Chairman

By:



Name: Albrecht Kissel


Title: President and Chief Executive  
Officer

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment, as of the day and year first above written.

**ASSIGNOR:**


BOEHRINGER INGELHEIM VETMEDICA, INC.

By: \_\_\_\_\_  
Name: Paul Fonteyne  
Title: Chairman

By:  \_\_\_\_\_  
Name: Albrecht Kissel  
Title: President and Chief Executive Officer

ASSIGNEE:

ELANCO US INC.

By:   
Name: David A. Ricks  
Title: President and Chief Executive Officer  
Eli Lilly and Company




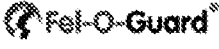
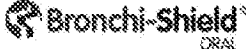


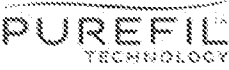
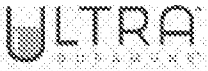


## SCCHEDULE A

### Assigned Marks

<i>Jurisdiction</i>	<i>Mark</i>	<i>Reg No. (or App No.)</i>	<i>Owner</i>
US Federal	BRONCHI-SHIELD	1808328	Boehringer Ingelheim Vetmedica, Inc.
US Federal	CALICIVAX	3566003	Boehringer Ingelheim Vetmedica, Inc.
US Federal	DURAMUNE	1410095	Boehringer Ingelheim Vetmedica, Inc.
US Federal	DURAMUNE	1230813	Boehringer Ingelheim Vetmedica, Inc.
US Federal	DURAMUNE ADULT	3265678	Boehringer Ingelheim Vetmedica, Inc.
US Federal	DURAMUNE LYME	3868625	Boehringer Ingelheim Vetmedica, Inc.
US Federal	FEL-O-GUARD	2200476	Boehringer Ingelheim Vetmedica, Inc.
US Federal	FEL-O-VAX	0697713	Boehringer Ingelheim Vetmedica, Inc.
US Federal	FEL-O-VAX FIV	2771785	Boehringer Ingelheim Vetmedica, Inc.
US Federal	FEL-O-VAX LV-K	1701360	Boehringer Ingelheim Vetmedica, Inc.
US Federal	FEL-O-VAX LV-K FIV	2972848	Boehringer Ingelheim Vetmedica, Inc.
US Federal	LEPTOVAX	2981864	Boehringer Ingelheim Vetmedica, Inc.
US Federal	RABVAC	2843282	Boehringer Ingelheim Vetmedica, Inc.
US Federal	ULTRA DURAMUNE	4381228	Boehringer Ingelheim Vetmedica, Inc.
US Federal	ULTRA HYBRID FVRCP	86963589	Boehringer Ingelheim Vetmedica, Inc.
US Federal	THE PUPPYSHOT	1487386	Boehringer Ingelheim Vetmedica, Inc.

### Unregistered Assigned Marks

The Assigned Marks include such Trademark Rights, if any, as Assignor may own, as of the date hereof, in and to the following trademarks through the use of such trademarks by Assignor in connection with the marketing and sale of the applicable Products in the Purchaser Territory.

Jurisdiction	Mark
US common law right	
US common law right	
US common law right	
US common law right	
US common law right	<b>DURAMUNE LYME<sup>®</sup></b>
US common law right	
US common law right	PureFil
US common law right	
US common law right	
US common law right	
US common law right	

## Delegation of Authority Concerning Trademark and Domain Name Matters

On behalf of Elanco US Inc., a subsidiary of Eli Lilly and Company, a Delaware Corporation with a principle place of business/office located at 2500 Innovation Way, Greenfield, IN 46140, (hereafter "the Company"), I hereby delegate to:

**Bruce W. Longbottom, Assistant General Counsel of Eli Lilly and Company**  
**John Robert Rudolph, Assistant General Counsel of Eli Lilly and Company**  
**Douglas K. Norman, Vice President and General Patent Counsel of Eli Lilly and Company**  
**Lawrence T. Welch, Senior Director and Assistant General Patent Counsel, Eli Lilly and Company**

Authority to approve and execute for and on behalf of the Company any documents, as any of them, individually and not jointly, deem advisable and in the best interest of the Company in connection with trademark and domain name matters relating to:

- (i) the institution, prosecution, and completion of proceedings directed toward the registration and enforcement of trademarks and domain name registrations;
- (ii) the amendment, restriction, renewal, reissue, revival, maintenance, restoration, cancellation, extension, and abandonment of trademark and domain name registrations, and of applications for trademarks and domain names; and
- (iii) the granting of consents to the registration of trademarks and domain names by others;
- (iv) the granting of undertakings and pre-right declarations restricting the registration and use of the Company's trademarks and domain names;
- (v) the institution, prosecution, and termination of proceedings of opposition, revocation, and nullification, including the filing of preliminary statements, concessions of priority, disclaimers, and abandonments of the contest;
- (vi) the institution, prosecution, and termination of appellate proceedings; and
- (vii) the granting and the revocation of powers of attorney in connection with any of the foregoing.

Dated: January 13, 2017

IN WITNESS WHEREOF, Elanco US Inc. has duly executed this Delegation of Authority as of the date set forth above.

  
Name: Brian J. Kopp  
Title: Chief Financial Officer