

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414628

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.		01/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bayer HealthCare LLC		
Street Address:	100 Bayer Road		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15205		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2503548	CYDECTIN	
Registration Number:	2350046	CYDECTIN	
Registration Number:	4471626	OVERTIME	
Registration Number:	3007798	POOP-A-CHEW	
Registration Number:	2974685	SAVE THE DUNG BEETLE	
CORRESPONDENCE DATA			
Fax Number:	4127784432		
<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:	4127774860		
Email:	BayerTrademarkUS@bayer.com		
Correspondent Name:	Jeffrey M. Gitchel		
Address Line 1:	100 Bayer Road		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15205		
NAME OF SUBMITTER:	Jeffrey M. Gitchel		
SIGNATURE:	/Jeffrey M. Gitchel/		
DATE SIGNED:	02/02/2017		
Total Attachments: 7			
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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 Bayer HealthCare LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee may each be referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Assignor and Bayer HealthCare US Funding LLC have entered into that certain Amended and Restated Cydectin Asset Purchase Agreement, dated as of December 5, 2016, as further amended on December 20, 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 Bayer HealthCare US Funding LLC, at the Closing (to occur at the date of this Assignment), 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 assignment agreement dated December 14, 2016, Bayer HealthCare US Funding LLC has assigned to Assignee all of its right and obligations under the Asset Purchase Agreement (except for its obligations under Section 12.16 of the Asset Purchase Agreement); and

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.

AGREEMENT

NOW, THEREFORE, in consideration of 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, 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 infringement of the Assigned Marks against any third party, all rights to recover damages, profits and injunctive relief for infringement of the Assigned Marks, 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 Transferred Trademarks 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. **Asset Purchase Agreement Controls.** Notwithstanding any other provision of this Assignment to the contrary, 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 warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, or any of the obligations of Assignee or Assignor set forth in the Asset Purchase Agreement or the License Agreement. This Assignment is subject to and governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement and the License Agreement.

6. **Miscellaneous.**

(a) This Assignment, the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) 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 interpretation or construction of, or resolution of any dispute under, this Assignment 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 course of dealing between the Parties shall be effective to amend or waive any provision of this Assignment.

(c) All legal and other costs and expenses incurred in connection herewith and the transactions contemplated hereby shall (except as otherwise 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. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties hereto as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

(f) This Assignment may be executed in one or more 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.

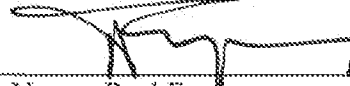
[Signature page follows]

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

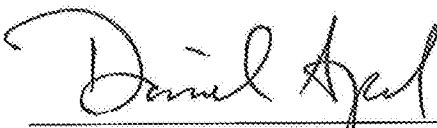
By:

.....
Name: Albrecht Kissel

Title: President and Chief Executive
Officer

ASSIGNEE:

BAYER HEALTHCARE LLC

By: 
Name: Daniel Apel
Title: President

SCHEDULE A

Assigned Marks

<i>Jurisdiction</i>	<i>Mark</i>	<i>Reg No. (or App No.)</i>
US Federal	CYDECTIN	2503548
US Federal	CYDECTIN	2350046
US Federal	OVERTIME	4471626
US Federal	POOP-A-CHEW	3007798
US Federal	SAVE THE DUNG BEETLE	2974685

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	