

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced BioNutrition Corp.		05/05/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Intervet Inc.		
Street Address:	2 Giralda Farms		
City:	Madison		
State/Country:	NEW JERSEY		
Postal Code:	07940		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4230234	MICROMATRIX	
CORRESPONDENCE DATA			
Fax Number:	6172754436		
<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:	617-345-4665		
Email:	jblackowicz@daypitney.com		
Correspondent Name:	Jeremy Blackowicz		
Address Line 1:	One International Place		
Address Line 2:	Day Pitney LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	452729.121870		
NAME OF SUBMITTER:	Jeremy Blackowicz		
SIGNATURE:	/Jeremy Blackowicz/		
DATE SIGNED:	06/23/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Assignment**”), dated and effective as of May 5, 2017, is made by and between **Advanced BioNutrition Corp.**, a Maryland corporation having a place of business at 7155 Columbia Gateway Drive, Suite H, Columbia, Maryland 21046 (hereinafter referred to as “**Assignor**”), and **Intervet Inc.**, a Delaware Corporation having a place of business at 2 Giralda Farms, Madison, New Jersey 07940 (hereinafter referred to as “**Assignee**”) (together, the “**Parties**”).

WHEREAS, the Parties have entered into an Asset Purchase Agreement, dated as of May 5, 2017 (the “**Purchase Agreement**”) pursuant to which Assignee agreed to purchase certain assets from Assignor;

WHEREAS, the purchased assets include all right, title and interest in and to the trademark MICROMATRIX in the United States including, without limitation, all common law rights, pending trademark applications, and registrations, including those listed on the attached Schedule A (all of the foregoing, collectively, the “**Assigned Trademarks**”); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to execute and deliver to Assignee this Assignment.

NOW, THEREFORE, for good and valuable consideration from Assignee (the receipt and sufficiency of which are hereby acknowledged) and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and convey to Assignee all right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized by and associated with the Assigned Trademarks, including: (a) the trademark registrations and trademark applications set forth in Schedule A hereto and all issuances, extensions and renewals thereof; (b) all statutory and common law rights of any kind of Assignor, including those accruing under any of the foregoing or otherwise corresponding to any of the foregoing, provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) any and all income, royalties, damages and payments now or hereafter due or payable with respect thereto; and (d) all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation or other violation related to the rights assigned under this Assignment.
2. Assignor does hereby covenant and agree, upon Assignee’s reasonable request, to take such steps and actions, and provide such cooperation and assistance to Assignee, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect the assignment of the Assigned Trademarks to Assignee in a timely manner.
3. Assignor does hereby authorize and request the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies, and any other national, federal and

state government officials in any applicable jurisdiction, to record and register this Assignment upon request by Assignee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Assignor has by its authorized signing officer executed this Assignment, and Assignee has by its authorized officer accepted this Assignment.

ASSIGNOR

Advanced BioNutrition Corp.

By: _____

Date: _____

Title: _____

STATE OF)

)

COUNTY OF)

)

The foregoing instrument was acknowledged before me this ____ day of _____ 2017, by _____, the _____ of Advanced BioNutrition Corp., a Maryland corporation, on behalf of such corporation.

ASSIGNMENT ACCEPTED:

ASSIGNEE

Intervet Inc.

Signed: James F. McDaniel

Date: _____

Title: AVP, Bus. Dev.

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor has by its authorized signing officer executed this Assignment, and Assignee has by its authorized officer accepted this Assignment.

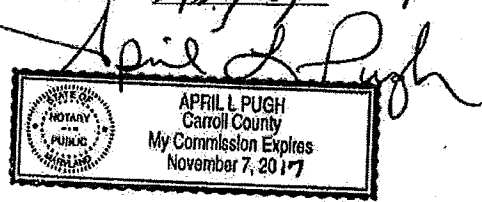
ASSIGNOR

Advanced BioNutrition Corp.

By: William F. Kirk

Date: May 2, 2017

Title: CEO



STATE OF Maryland)
COUNTY OF Carroll)

The foregoing instrument was acknowledged before me this 2nd day of May 2017, by William F. Kirk the Chairman; CEO of Advanced BioNutrition Corp., a Maryland corporation, on behalf of such corporation.

ASSIGNMENT ACCEPTED:

ASSIGNEE

Intervet Inc.

Signed: _____

Date: _____

Title: _____

[Signature Page to Trademark Assignment]

Schedule A – Trademarks

MARK	CLASS	COUNTRY	APPLICATION NO.	FILE DATE	REGISTRATION DATE	REGISTRATION. NO.	STATUS
MICROMATRIX	5	US	77/489,862	06/03/2008	10/23/2012	4,230,234	REGISTERED