

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pharmasone LLC		09/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Elanco US Inc.		
Street Address:	2500 Innovation Way		
City:	Greenfield		
State/Country:	INDIANA		
Postal Code:	46140		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88140757	ZOASHIELD	
CORRESPONDENCE DATA			
Fax Number:	3174680281		
<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:	3176510303		
Email:	trademarks@elanco.com		
Correspondent Name:	Sheldon R. Pontaoe		
Address Line 1:	2500 Innovation Way		
Address Line 4:	Greenfield, INDIANA 46140		
NAME OF SUBMITTER:	Sheldon R. Pontaoe		
SIGNATURE:	/sheldon r pontaoe/		
DATE SIGNED:	10/13/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of September 23, 2020, by and among Pharmasone LLC, a Delaware limited liability company (the "Assignor"), and Elanco US, Inc., a Delaware corporation (the "Assignee"). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS:

- (a) Assignor and Assignee have entered into that certain Asset Purchase Agreement dated September 14, 2020 (the "Purchase Agreement") relating to the acquisition by Assignee of the trademarks listed on Exhibit 1 hereto (the "Trademarks") from the Assignor.
- (b) This Agreement is being executed pursuant to the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, all of Assignor's right, title and interest in and to the Trademarks, including the common law rights to the Trademarks, all related goodwill and all claims for damages by reason of infringement, and the right to sue for and collect the same. Assignee is the successor in interest to the ongoing business of Assignor, or that portion of the business to which the assigned mark pertains.
2. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office to record Assignee as the owner of the Trademarks.
3. Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title and interest in and to the Trademarks.
4. The Trademarks are being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.
5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission, or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail and shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

6. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts made and to be executed entirely in such state (without giving effect to the conflicts of laws provisions thereof).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

PHARMASONE LLC

By: _____

Its: _____

Colin Gray
President & CEO

ASSIGNEE:

ELANCO US, INC.

By: _____

Aaron Schacht

Print: Aaron Schacht

Title: EVP, Innovation, Regulatory and Business Development, Elanco Animal Health Incorporated, parent company of Elanco US, Inc.

EXHIBIT 1
TRADEMARKS

Mark:	Country:	Registration/ Application No.	Issue/Registration/ Filing Date:	Status:
ZOASHIELD	USA	Ser. # 88140757	October 3, 2018	active