

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM604120

<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>
VIRBAC CORPORATION		07/01/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intervet Inc.		
<b>Street Address:</b>	2 Giralda Farms		
<b>City:</b>	Madison		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07940		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2193259	SENTINEL	
<b>Registration Number:</b>	3713732	SENTINEL SPECTRUM	
<b>Registration Number:</b>	2810751	FLAVOR TABS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	trademarkus@merck.com		
<b>Correspondent Name:</b>	Lisa Mottes		
<b>Address Line 1:</b>	126 E. Lincoln Avenue		
<b>Address Line 2:</b>	Office of General Counsel		
<b>Address Line 4:</b>	Rahway, NEW JERSEY 07065		
<b>NAME OF SUBMITTER:</b>	Lisa Mottes		
<b>SIGNATURE:</b>	/LisaMottes/		
<b>DATE SIGNED:</b>	10/21/2020		
<b>Total Attachments: 4</b>			
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## **TRADEMARK ASSIGNMENT**

WHEREAS, VIRBAC CORPORATION, a Delaware corporation, organized under the law of the United States of America, with offices at: The Plaza at Solana, 1301 Solana Boulevard, Building 2, Suite 2400, Westlake, Texas 76262, United States of America (“**Assignor**”), is the sole and exclusive owner of the following Trademarks, including the following U.S. trademark registrations and the U.S. extension of the following International Registration:

**The U.S. Trademark Registration No. 2193259 for SENTINEL;**

**The U.S. Trademark Registration No. 3713732 for SENTINEL SPECTRUM;**

**The U.S. Trademark Registration No. 2810751 for FLAVOR TABS;**

**The U.S. Trademark Registration No. 3508817 for SPECTRUM, which is the U.S. extension of International Registration: 0917080A for SPECTRUM;**

Together with any and all rights and privileges provided under Trademark, unfair competition and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to any of the foregoing, including the foregoing registrations and all common law rights in or to any of the foregoing, any and all renewals thereof, and all GOODWILL associated with any of the foregoing and any and all renewals thereof (all of the foregoing, collectively, the “**Assigned Trademarks**”).

WHEREAS, Intervet Inc., a Delaware corporation, organized under the law of the United States of America, with offices at: 2 Giralda Farms, Madison, NJ 07940, United States of America (“**Assignee**”) and Assignor are parties to the Asset Purchase Agreement entered into on May 12, 2020 (the “**APA**”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the Assigned Trademarks, and which requires execution of this Trademark Assignment.

NOW, THEREFORE, for good and other legally sufficient and valuable consideration, including pursuant to the APA, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally assigns, conveys and transfers to Assignee all right, title and interest in and to the Assigned Trademarks, including, without limitation, any and all GOODWILL associated with any of the foregoing, together with all rights to claims, demands, causes of action and the rights to assert such Assigned Trademarks and other assigned rights to collect for all past, present and future infringements, violations or misappropriations thereof or injuries to the goodwill associated therewith, and all claims for damages and the proceeds thereof, including, without limitation, all income, license fees, royalties, damages, payments and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement, violation or misappropriation thereof or injury to the goodwill associated therewith that have occurred or may occur (all of the foregoing, collectively, the “**Trademark Rights**”).


Assignor agrees to perform, without further consideration, all acts that Assignee may

reasonably request to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Trademark Rights, and the intellectual property rights therein assigned to Assignee hereunder. Without limiting the foregoing, Assignor and Assignee shall, without further consideration, execute any additional documents and take such further action as may be reasonably requested by Assignee to vest in Assignee good, valid and marketable title to the Trademark Rights. This Assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. This Trademark Assignment may not be amended, modified or supplemented except by written agreement of the parties, and this Trademark Assignment and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, U.S.A. applicable to agreements made and to be performed entirely in such State, without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction. Any capitalized terms used but not defined herein shall have the meanings given to them pursuant to the APA.

IN WITNESS WHEREOF, each of the parties hereto has executed this Trademark Agreement, or has caused this Trademark Agreement to be executed on its behalf by a representative duly authorized.

Assignee:

**Intervet Inc.**

By: 

Date: July 1, 2020

Richard R. DeLuca Jr.

President

Assignor:

**Virbac Corporation**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has executed this Trademark Agreement, or has caused this Trademark Agreement to be executed on its behalf by a representative duly authorized.

Assignee:

**Intervet Inc.**

By: \_\_\_\_\_

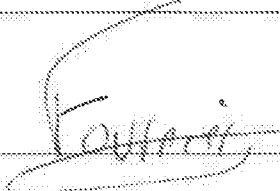
Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Assignor:

**Virbac Corporation**

By:  \_\_\_\_\_

Date: July 1, 2020

Name: François Fournier

Title: CEO & President