

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELANCO ANIMAL HEALTH INCORPORATED		08/03/2020	Corporation:
BAYER ANIMAL HEALTH GMBH		08/03/2020	Gesellschaft Mit Beschränkter Haftung (GmbH):
RECEIVING PARTY DATA			
Name:	VETOQUINOL S.A.		
Street Address:	34 rue du Chêne St Anne		
City:	Magny-Vernois		
State/Country:	FRANCE		
Postal Code:	70200 Lure		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88795225	FELPREVA	
CORRESPONDENCE DATA			
Fax Number:	8602860115		
<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:	8602862929		
Email:	TM-CT@cantorcolburn.com, nadkins@cantorcolburn.com		
Correspondent Name:	Thomas J. Mango		
Address Line 1:	20 Church Street		
Address Line 2:	22nd Floor		
Address Line 4:	Hartford, CONNECTICUT 06103		
DOMESTIC REPRESENTATIVE			
Name:	Thomas J. Mango		
Address Line 1:	20 Church Street		
Address Line 2:	22nd Floor		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	George A. Pelletier		

OP \$40.00 88795225

SIGNATURE:	/gapjr/
DATE SIGNED:	01/11/2021
Total Attachments: 10 source=. Trademark Assigment Deed#page1.tif source=. Trademark Assigment Deed#page2.tif source=. Trademark Assigment Deed#page3.tif source=. Trademark Assigment Deed#page4.tif source=. Trademark Assigment Deed#page5.tif source=. Trademark Assigment Deed#page6.tif source=. Trademark Assigment Deed#page7.tif source=. Trademark Assigment Deed#page8.tif source=. Trademark Assigment Deed#page9.tif source=. Trademark Assigment Deed#page10.tif	

Agreed

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), is made and entered into effective as of August 3, 2020, by and among Elanco Animal Health Incorporated, an Indiana corporation ("Seller") and each of the other signatories identified on the signature pages hereto as the "Assignors" (together with Seller, the "Assignors") and Vetoquinol S.A., a French société anonyme ("Assignee"). Each Assignor and Assignee may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 6, 2020 (as the same may be amended, restated, supplemented or modified from time to time, the "Asset Purchase Agreement"), pursuant to which Seller has agreed to assign, or cause to be assigned, to Assignee all of the Assignors' right, title and interest in, to and under all Purchased Trademarks, including the Trademarks listed in Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth in the Asset Purchase Agreement and in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

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.** Each Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts from such Assignor, any and all rights, title, and interests such Assignor holds, or may hold, in and to the Purchased Trademarks, in each case, free and clear of all Encumbrances other than Permitted Encumbrances, together with all rights derived therefrom, including any and all statutory and common law rights with respect thereto, the ongoing and existing business of Assignor to which the Purchased Trademarks pertain as more fully set forth in that the Asset Purchase Agreement and any and all goodwill connected with and symbolized by the Purchased Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by such Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages, and payments now or hereafter due or payable with respect to the Purchased Trademarks, including without limitation in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for all past, present and future infringements and other violations of the rights assigned hereunder.

3. **Further Assurance.** Each Assignor agrees, at Assignee's request and expense, to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to effectuate the transfer of the Purchased Trademarks and otherwise carry out and fulfill the purposes and intent of this Assignment.

4. **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 Seller set forth in the Asset Purchase Agreement. This Assignment is subject to and governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

5. **Miscellaneous.**

(a) This Assignment shall be governed by and construed, and all Disputes relating to or arising out of this Assignment or the transactions contemplated hereby shall be resolved, in accordance with the Laws of the State of New York, excluding any conflicts or choice of Law rule or principle that would otherwise refer construction or interpretation of this Assignment or the resolution of any Dispute relating to or arising out of this Assignment or the transactions contemplated hereby to the Law of another jurisdiction.

(b) This Assignment may not be modified, amended, altered or supplemented except upon the delivery of a written agreement executed by all of the Parties.

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

(d) If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of any of the Parties under this Assignment will not be materially and adversely affected thereby, (i) such provision shall be fully severable, (ii) this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

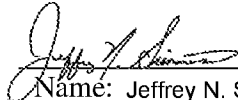
(e) This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

[Signature pages follow]

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

ASSIGNORS:

**ELANCO ANIMAL HEALTH
INCORPORATED**

By: 
Name: Jeffrey N. Simmons
Title: President & CEO
Date:

BAYER ANIMAL HEALTH GMBH

By: _____
ppa
Name: Lydia Schulze Althoff
Title: Head of Law, Patents and
Compliance
Date:

AND

By: _____
ppa
Name: Torsten Minuth
Title: Head of M&A and Licensing
Date:

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

ASSIGNORS:

**ELANCO ANIMAL HEALTH
INCORPORATED**

By: _____

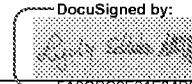
Name:

Title:

Date:

BAYER ANIMAL HEALTH GMBH

DocuSigned by:



By: ppa

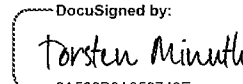
Name: Lydia Schulze Althoff

Title: Head of Law, Patents and
Compliance

Date: 30. Juli 2020

AND

DocuSigned by:



By: ppa

Name: Torsten Minuth

Title: Head of M&A and Licensing

Date: 30 July 2020

SIGNATURE PAGE
TRADEMARK ASSIGNMENT AGREEMENT

ASSIGNEE:

VETOQUINOL S.A.



By:

Name: Matthieu FRECHIN

Title: Chief Executive Officer

Date: August 3rd, 2020

in Frankfurt,

SIGNATURE PAGE
TRADEMARK ASSIGNMENT AGREEMENT

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TRADEMARK
REEL: 007160 FRAME: 0087

SCHEDULE A

Trademark	File Reference	Client	Country	Origin	Classes	Application No.	Application Date	Registered Owner	Beneficial Owner
FELPREVA	12955	Animal Health	Argentina	National	05	3872905	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Australia	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Belarus	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Bolivia	National	05	SM-0483-2020	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Botswana	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Brazil	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Canada	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Chile	National	05	1348831	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	China	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Colombia	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Costa Rica	National	05	2020-1167	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany

Trademark	File Reference	Client	Country	Origin	Classes	Application No	Application Date	Registered Owner	Beneficial Owner
FELPREVA	12955	Animal Health	Cuba	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Dominica	National	05			Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Dominican Republic	National	05	2020-6195	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Ecuador	National	05	SENADI-2020-10762	2020-02-12	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	El Salvador	National	05	2020184909	2020-02-12	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	European Union (EM)	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Germany	National	05	302020101848.3	2020-02-10	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Guatemala	National	05	2020-001306	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Honduras	National	05	6797-2020	2020-02-12	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Hong Kong	National	05	305189095	2020-02-12	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Iceland	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	India	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Indonesia	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany

Trademark	File Reference	Client	Country	Origin	Classes	Application No	Application Date	Registered Owner	Beneficial Owner
FELPREVA	12955	Animal Health	Israel	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Jamaica	National	05	79779	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Japan	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Korea (South)	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Malaysia	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Mexico	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Namibia	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	New Zealand	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Nicaragua	National	05	2020-000338	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Norway	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Pakistan	National	05	561667	2020-02-12	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Panama	National	05	279691	2020-02-17	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Peru	National	05	837205-2020	2020-02-12	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany

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FELPREVA	12955	Animal Health	Philippines	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Russian Federation	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Singapore	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	South Africa	National	05	2020/03393	2020-02-12	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Switzerland	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Taiwan	National	05	109007908	2020-02-12	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Thailand	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Trinidad & Tobago	National	05			Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Turkey	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Ukraine	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	United Arab Emirates	National	05			Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	United Kingdom	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	United States of America	National	05	88/795.225	2020-02-12	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany

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FELPREVA	12955	Animal Health	Uruguay	National	05	512015	2020-02-12	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Venezuela	National	05	976-2020	2020-02-12	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Vietnam	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	WIPO	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany
FELPREVA	12955	Animal Health	Zambia	WIPO	05	302020101848.3	2020-02-11	Bayer Animal Health GmbH, Germany	Bayer Animal Health GmbH, Germany