

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645914

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900606009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elanco Tiergesundheit AG		02/28/2021	Corporation: SWITZERLAND
Elanco Canada Limited		02/28/2021	Corporation: CANADA
Elanco UK AH Limited		02/28/2021	Corporation: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Virbac S.A.
Street Address:	1iere Avenue - 2065 m - L.I.D.
City:	Carros
State/Country:	FRANCE
Postal Code:	06516
Entity Type:	Société Anonyme (Sa): FRANCE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2232480	CLOMICALM
Registration Number:	5897607	ITRAFUNGOL

CORRESPONDENCE DATA

Fax Number: 2146614899

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.

Phone: 214.953.6500

Email: cecily.porterfield@bakerbotts.com

Correspondent Name: Cecily Porterfield, Baker Botts L.L.P.

Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 900

Address Line 4: Dallas, TEXAS 75201-2900

ATTORNEY DOCKET NUMBER: 026730.____

DOMESTIC REPRESENTATIVE

Name: Elizabeth K. Rucki, Baker Botts L.L.P.

Address Line 1: 2001 Ross Avenue

Address Line 2:	Suite 900
Address Line 4:	Dallas, TEXAS 75201-2900
NAME OF SUBMITTER:	Cecily Porterfield
SIGNATURE:	/Cecily Porterfield/
DATE SIGNED:	05/11/2021
Total Attachments: 11	
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**EXECUTION
CONFIDENTIAL**

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of February 28, 2021, is made by and among each of the signatories identified on the signature pages hereto as the "Assignors" (each, an "Assignor" and together, the "Assignors"), and Virbac S.A., a French *société anonyme* ("Assignee"). Each Assignor and Assignee are each referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, each Assignor wishes to assign to Assignee, and Assignee wishes to acquire from such Assignor, all of such Assignor's rights, title, and interest in and to the trademark registrations and applications listed in Schedule A attached hereto (collectively, the "Purchased Trademarks").

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

1. 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 the jurisdiction set forth opposite each such Purchased Trademark on Schedule A, together with all rights derived therefrom, including any and all statutory and common law rights with respect thereto in the jurisdiction set forth opposite each such Purchased Trademark on Schedule A, 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 to the end of the term or terms for which the Purchased Trademarks are granted or reissued 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 in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned under this Assignment.

2. The Parties hereby request and authorize the applicable foreign authorities to record Assignee as the assignee and owner of the Purchased Trademarks, and hereby appoint Ms Zahra Mouhoubi, with right to subdelegate to any person of her choice, for purposes of any required filing in relation thereto.

3. This Assignment shall be binding upon and inure solely to the benefit of Assignor and Assignee and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other individual, corporation, partnership, association, limited liability company, governmental entity, trust or other entity or organization, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment.

4. At Assignee's request and cost, Assignor shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the execution and delivery of any confirmatory assignments and

powers of attorney, as may be required and necessary to record Assignee as the assignee and owner of record of the Purchased Trademarks with any applicable foreign authorities.

5. This agreement sets forth the entire agreement of the Parties with respect to the subject matters hereof. This instrument shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to the conflicts of law principles thereof. 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.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNORS:

ELANCO TIERGESUNDHEIT AG

DocuSigned by:
By: *Ralph Heuser*
C926343892D7448
Name: Ralph Heuser
Title: VP Global Commercial Integration

ELANCO CANADA LIMITED

DocuSigned by:
By: *Brianna Niu*
86497675CE18444
Name: Wa (Brianna) Niu
Title: CFO-Canada & Aqua, Planning & Controlling

ELANCO UK AH LIMITED

DocuSigned by:
By: *Tina Hunt*
AA2837883D08475
Name: Tina Hunt
Title: General Manager, Executive Director, General Management

ASSIGNEE:

VIRBAC S.A.

DocuSigned by:

By:

Sébastien Huron

C8255396E339403

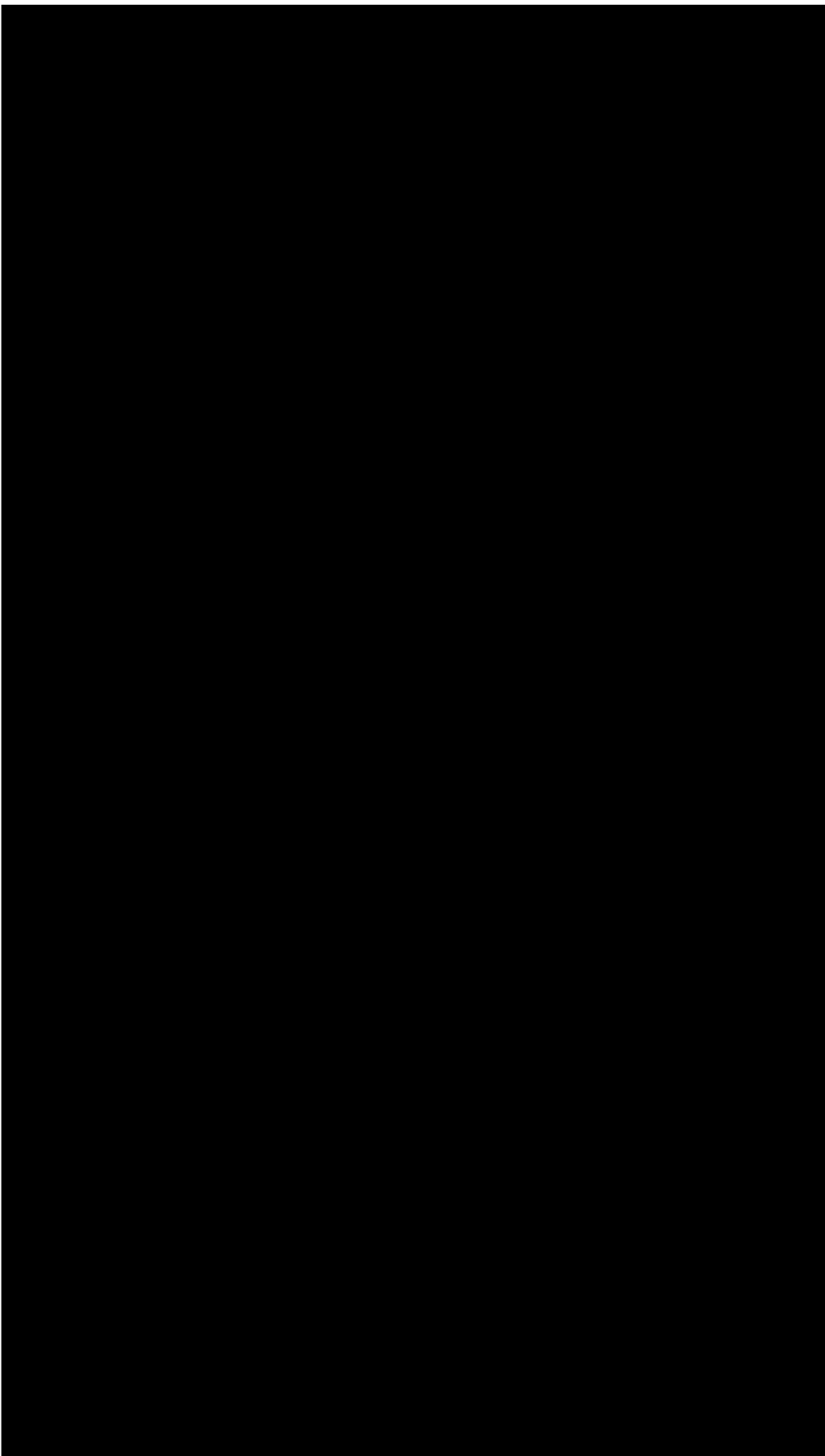
Name: Sébastien Huron

Title: Chairman of the Executive Board

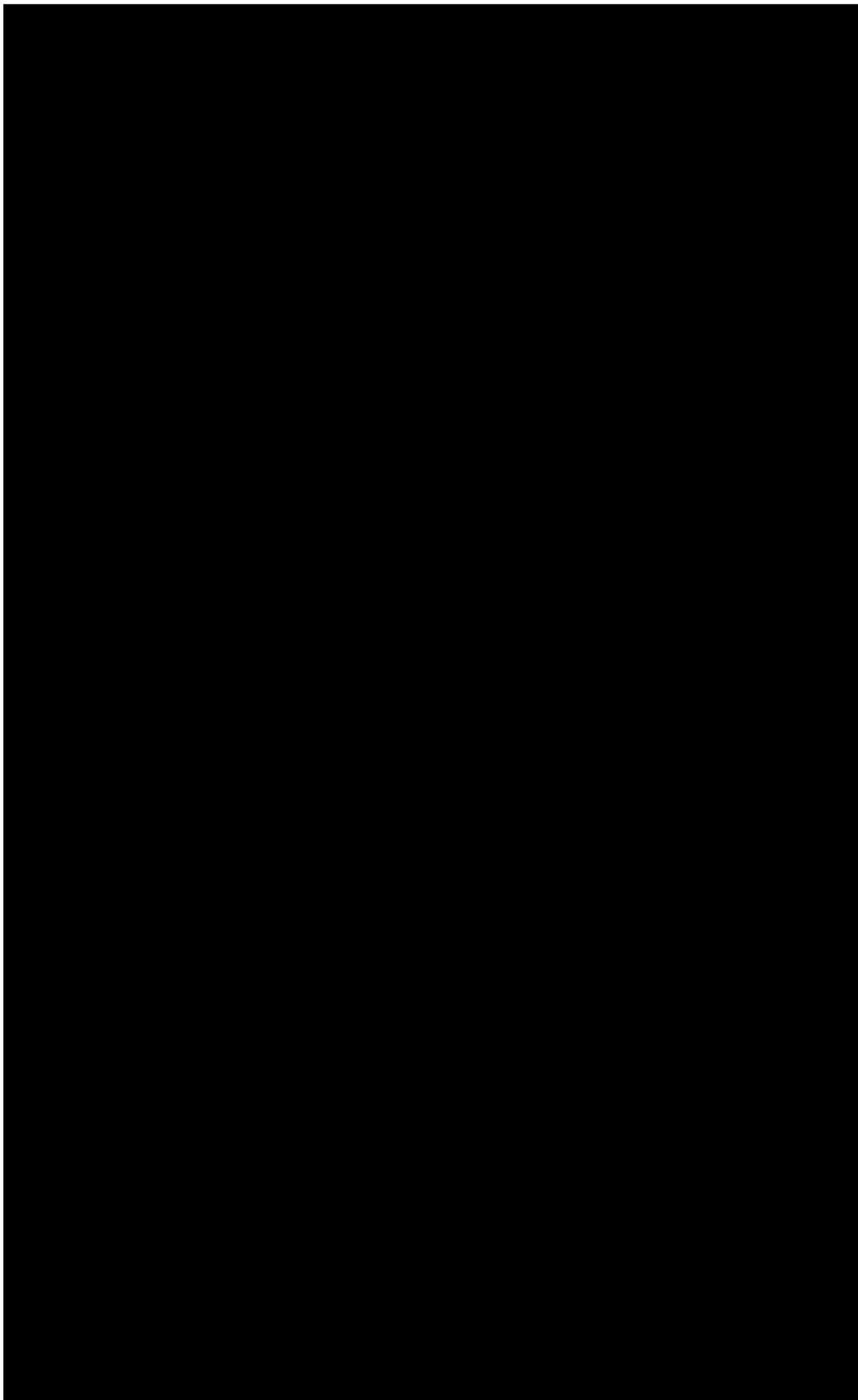
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SCHEDULE A

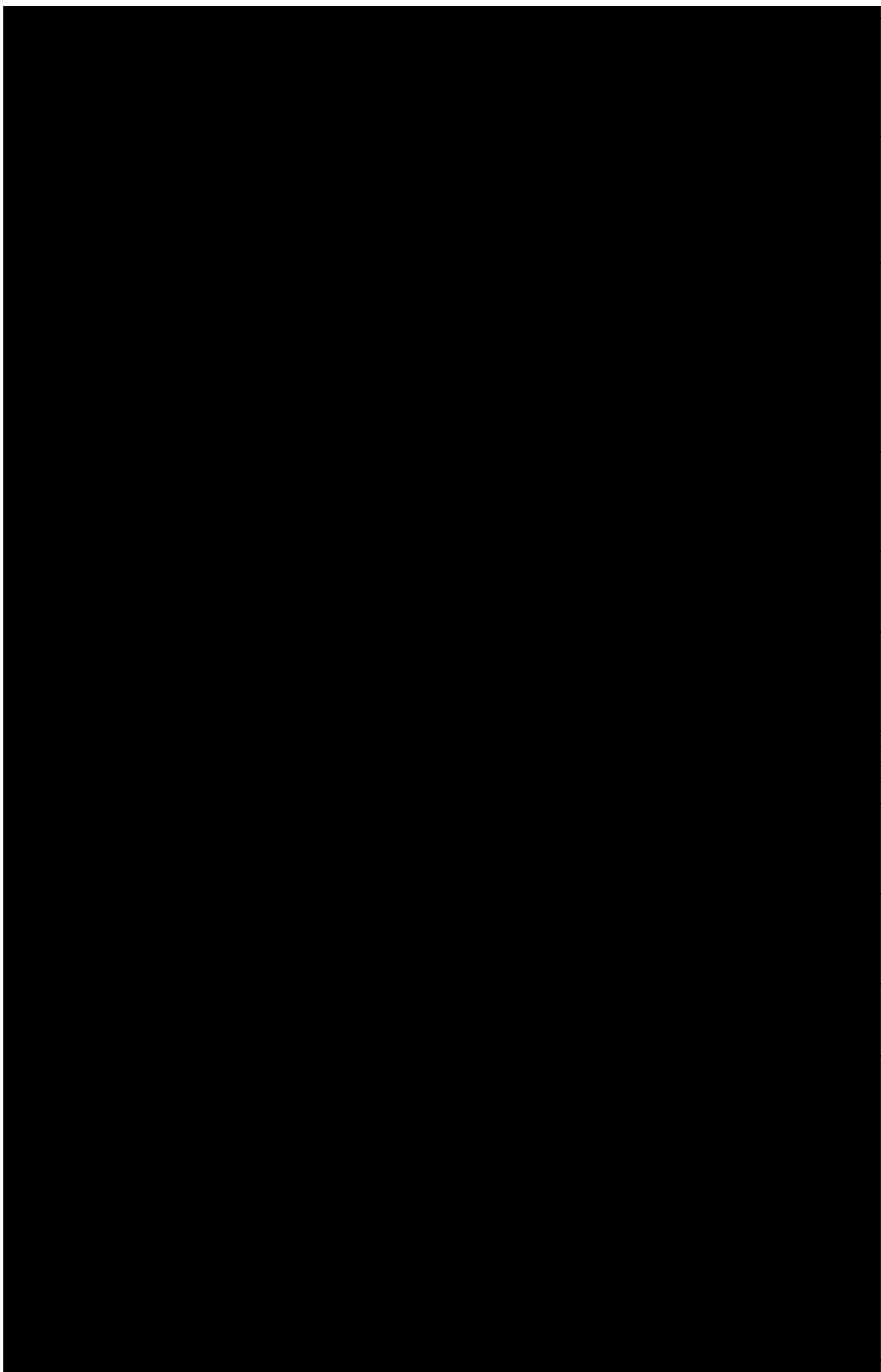
Country	Mark	Current Owner	App Date	App No.	Reg Date	Reg No.	Status	Expiration Date	Class	Goods/Services
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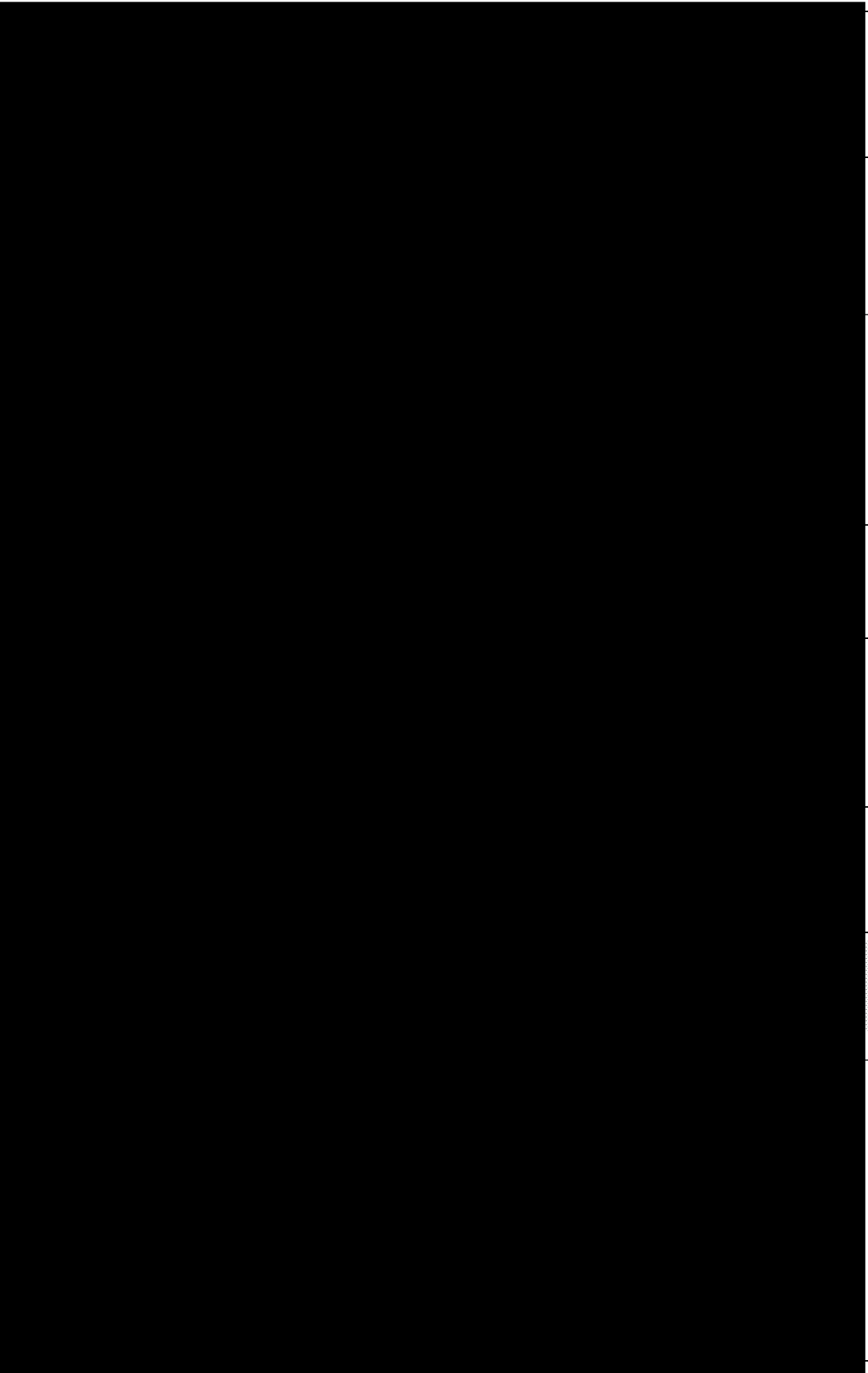


Country	Mark	Current Owner	App Date	App No.	Reg Date	Reg No.	Status	Expiration Date	Class	Goods/Services
US - (United States)	CIOMICALM	Elanco Tiergesundheits AG - (ETAG)	05/04/1995	74656411	16/03/1999	2232480	Registered	16/03/2029	05	Behavioral medication for veterinary use.
										musibles (classe 5)


Itrafungol

Country	Mark	Current Owner	App. Date	App. No.	Reg. Date	Reg No.	Goods

Country	Mark	Current Owner	App. Date	App. No.	Reg. Date	Reg No.	Goods
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Country	Mark	Current Owner	App. Date	App. No.	Reg. Date	Reg No.	Goods
US - (United States)	ITRAFUNGOL	Elanco UK AH Limited	3/14/2017	87369936			Pharmaceutical product, namely, a veterinary antifungal

Country	Mark	Current Owner	App. Date	App. No.	Reg. Date	Reg No.	Goods
							

TRADEMARK

REEL: 007281 FRAME: 0604

DC: 7421329

RECORDED: 03/31/2021