

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iVet L.L.C.		07/01/2021	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Virbac Corporation		
Street Address:	1301 Solana Boulevard		
Internal Address:	The Plaza at Solana, Bldg. 2, Suite 2400		
City:	Westlake		
State/Country:	TEXAS		
Postal Code:	76137		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3060644	IVET PROFESSIONAL FORMULAS	
Registration Number:	4476313	IVET	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
<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:	2149536500		
Email:	daltmdept@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:	026730.0847		
NAME OF SUBMITTER:	Cecily Porterfield		
SIGNATURE:	/Cecily Porterfield/		
DATE SIGNED:	07/30/2021		
Total Attachments: 3			
source=iVet LLC to Virbac Corporation - Trademark Assignment - Execution Version-wet signatures#page1.tif			

CH \$65.00 3060644

source=iVet LLC to Virbac Corporation - Trademark Assignment - Execution Version-wet signatures#page2.tif
source=iVet LLC to Virbac Corporation - Trademark Assignment - Execution Version-wet signatures#page3.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on this July 1, 2021 by and between IVET L.L.C. (d/b/a iVet Professional Formulas), a Missouri limited liability company ("Assignor"), and Virbac Corporation, a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the APA (as hereinafter defined).

BACKGROUND

WHEREAS, Assignor is the sole and exclusive owner of the following Trade Rights, including the following U.S. trademark registrations:

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Registration Date	Owner
United States (Federal)	<u>IVET</u>	85661916	June 26, 2012	4476313	January 28, 2014	Ivet, LLC (Missouri Limited Liability Company)
United States (Federal)	<u>IVET PROFESSIONAL FORMULAS and Design</u> <u>iVet</u>	76500774	March 26, 2003	3060644	February 21, 2006	Ivet, L.L.C. (Missouri Limited Liability Company)

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, Virbac Corporation, a Delaware corporation ("Assignee") and Assignor are parties to that certain Asset Purchase Agreement entered into on June 18, 2021 (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.

AGREEMENT

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. Without limiting Assignor's obligations outlined in the foregoing two sentences, Assignor irrevocably designates and appoints the Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, to execute documents or take any lawfully permitted action to evidence, perfect, obtain, protect, defend, convey, and enforce the rights of the Assignee in the Assigned Trademarks that Assignor is unable or unwilling to perform, which appointment is coupled with an interest. 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 Missouri 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.

Assignor hereby waives and agrees never to assert any Moral Rights in or with respect to any and all of the Assigned Trademarks that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of Moral Rights. For purposes of this Agreement, "Moral Rights" means any right to claim authorship of or to object to any distortion, mutilation or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author's reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

[The remainder of this page is intentionally left blank. Signature page follows.]

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

ASSIGNEE:

Virbac Corporation

Date: July 1, 2021

By: 

Name: François Fournier

Title: CEO and President

ASSIGNOR:

IVET L.L.C.

Date: July 1, 2021

By: 

Name: Eric Matson

Title: Manager

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT