

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Owl Manor Medical, LLC		06/01/2021	Limited Liability Company: LOUISIANA

RECEIVING PARTY DATA

Name:	Zoetis US LLC
Street Address:	10 Sylvan Way
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4868153	BRINGING NEW LIFE TO HEALTH CARE
Registration Number:	5546845	CENTRATE
Registration Number:	5023204	
Registration Number:	5902424	OWL MANOR
Registration Number:	5023201	OWL MANOR
Registration Number:	5902321	
Registration Number:	5023205	OWL MANOR MEDICAL
Registration Number:	5023862	OWL MANOR VETERINARY
Registration Number:	5410839	PRO-STRIDE
Registration Number:	5028330	PRO-STRIDE INJECTION
Registration Number:	5434689	RESTIGEN

CORRESPONDENCE DATA

Fax Number:

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: 9734432917

Email: AnimalHealthTMdocketing@zoetis.com

Correspondent Name: Zoetis Inc.

TRADEMARK

Address Line 1: 10 Sylvan Way
Address Line 2: Legal Dept. - TRADEMARKS
Address Line 4: Parsippany, NEW JERSEY 07054

NAME OF SUBMITTER: Luzma E. Droz

SIGNATURE: /luzma e droz/

DATE SIGNED: 09/15/2021

Total Attachments: 9

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (the "Assignment") is made effective as of June 1, 2021 (the "Effective Date"), by and between Owl Manor Medical, LLC, a Louisiana limited liability company located at 720 E. Winona Avenue, Warsaw, IN 46580 ("Assignor") and Zoetis US LLC, a Delaware limited liability company located at 10 Sylvan Way, Parsippany, NJ 07054 ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined herein).

WHEREAS, the Assignor is the owner of the trademark registrations, trademark applications and common law trademarks identified on Schedule A hereto (the "Assigned Trademarks"), as well as the owner of the domain names identified on Schedule B hereto (the "Assigned Domain Names") and together with the Assigned Trademarks, the "Assigned IP"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of March 26, 2021, between Assignor and Assignee, (the "Asset Purchase Agreement") Assignor is assigning to the Assignee all of Assignor's right, title and interest in, to and under the Assigned IP;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

1. **Conveyance.** Assignor hereby sells, assigns, transfers, and conveys to Assignee its entire right, title and interest in, to and under (a) the Assigned IP, for the United States and for all foreign countries, including any and all renewals and extensions and all rights of reversion and termination thereof and goodwill symbolized thereby (as applicable), and (b) the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned IP.
2. **Issuance and Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue any and all Assigned IP to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the assignee and owner of the applicable Assigned IP. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned IP.
3. **No Modification.** Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Asset Purchase Agreement or any other agreement entered into by the Parties or any of their affiliates. Without limiting the foregoing, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.
4. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and

shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.

6. **Interpretation.** The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.
7. **Further Assurances.** Assignor and Assignee hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Assignment and carry out the intent and purposes of this Assignment.
8. **Governing Law.** This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware.
9. **Jurisdiction.** Any judicial proceeding brought by either of the Parties hereunder against the other with respect to this Assignment may be exclusively brought in the courts of the State of Delaware, and, by its execution and delivery of this Assignment, Assignor (a) accepts, generally and unconditionally, the jurisdiction of such courts and irrevocably agrees to be bound by any judgment rendered thereby and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Assignor consents that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined above and service so made shall be deemed completed when received. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Assignee to bring proceedings against Assignor in the courts of any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:
OWL MANOR MEDICAL, LLC

Mark Schindel

Name: Mark Schindel

Title: CEO

ASSIGNEE:
ZOETIS US LLC

Name: _____

Title: _____

{Signature Page to Trademark and Domain Name Assignment}

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:
OWL MANOR MEDICAL, LLC

.....
Name:

Title:

ASSIGNEE:
ZOETIS US LLC


.....

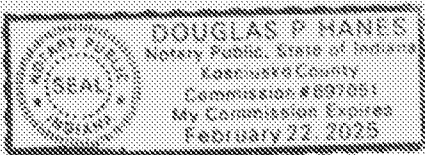
Name: Salvatore Gagliardi

Title: Secretary

[Signature Page to Trademark and Domain Name Assignment]

STATE OF Louisiana)
) SS.
COUNTY OF Kosciusko)

This instrument was executed before me on the 24 day of May, 2021 by Mark Schindel, the CEO (title) of Owl Manor Medical, LLC, a Louisiana limited liability company, on behalf of said company.



Douglas P. Hanes
Notary Public in and for
The [State/Commonwealth] of []

Douglas P. Hanes
Printed or Typed Name of Notary

My commission expires 2/22/2025

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was executed before me on the ____ day of _____, _____ by _____, the _____ (title) of Zoetis US LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for
The [State/Commonwealth] of []

Printed or Typed Name of Notary

My commission expires _____

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was executed before me on the _____ day of _____, _____, by _____, the _____ (title) of Owl Manor Medical, LLC, a Louisiana limited liability company, on behalf of said company.

Notary Public in and for
The [State/Commonwealth] of [_____]

Printed or Typed Name of Notary

My commission expires _____

STATE OF New Jersey)
) SS.
COUNTY OF Morris)

This instrument was executed before me on the 26th day of May, 2021, by Salvatore Gagliardi, the Secretary (title) of Zoetis US LLC, a Delaware limited liability company, on behalf of said limited liability company.

Michelle L. McGowan
Notary Public in and for
The [State/Commonwealth] of [New Jersey]

Printed or Typed Name of Notary

My commission expires _____

MICHELLE L. MCGOWAN

NOTARY PUBLIC



STATE OF NEW JERSEY

ID # 2409814

MY COMMISSION EXPIRES JUNE 22, 2021

**SCHEDULE A
ASSIGNED TRADEMARKS**

Mark Name	Country	App. No.	App. Date	Registration No.	Registration Date	Class
PRO-STRIDE	United States	87/418,540	04/20/2017	5,410,839	02/27/2018	010
PRO-STRIDE	Canada	1860749	10/03/2017	1051391	08/27/2019	010
PRO-STRIDE	European Union	17284308	10/03/2017	17284308	02/01/2018	010
PRO-STRIDE	United Kingdom			UK00917284308	02/01/2018	010
PRO-STRIDE	Mexico	1953854	10/02/2017	1842312	02/07/2018	010
PRO-STRIDE	United States	86/679,727	06/30/2015	5,028,330	08/23/2016	005
PRO-STRIDE	Australia	A0053877	10/13/2015	1741899 (IR 1278745)	10/13/2015	005
PRO-STRIDE	European Union	A0053877	10/13/2015	1278745	10/13/2015	005
PRO-STRIDE	United Kingdom			UK0091278745	10/13/2015	005
PRO-STRIDE	International Registration (Madrid)	A0053877	10/13/2015	1278745	10/13/2015	005
PRO-STRIDE	New Zealand	A0053877	10/13/2015	1034166 (IR 1278745)	10/13/2015	005
RESTIGEN	United States	87/418,542	04/20/2017	5,434,689	03/27/2018	010
RESTIGEN	Canada	1860777	10/03/2017	1081387	08/31/2020	010
RESTIGEN	European Union	A0070337	10/02/2017	1380808	10/02/2017	010
RESTIGEN	United Kingdom			UK0091380808	10/02/2017	010
RESTIGEN	International Registration (Madrid)	A0070337	10/02/2017	1380808	10/02/2017	010
RESTIGEN	Mexico	A0070337	10/02/2017	1380808	10/02/2017	010
CENTRATE	United States	87/418,536	04/20/2017	5,546,845	08/21/2018	010
CENTRATE	Canada	1860714	10/03/2017	1038640	07/09/2019	010
CENTRATE	European Union	A0070423	10/04/2017	1389578	10/04/2017	010
CENTRATE	United Kingdom			UK0091389578	10/04/2017	010
CENTRATE	International Registration (Madrid)	A0070423	10/04/2017	1389578	10/04/2017	010
CENTRATE	Mexico	A0070423	10/04/2017	1389578	10/04/2017	010

Mark Name	Country	App. No.	App. Date	Registration No.	Registration Date	Class
BRINGING NEW LIFE TO HEALTH CARE	United States	86/436,293	10/27/2014	4,868,153	12/08/2015	005
Owl Manor logo design 	United States	88/397,566	04/23/2019	5,902,321	11/05/2019	010 041
Owl design 	United States	86/436,260	10/27/2014	5,023,204	08/16/2016	005
OWL MANOR	United States	88/399,547	04/24/2019	5,902,424	11/05/2019	010 041
OWL MANOR	United States	86/436,208	10/27/2014	5,023,201	08/16/2016	005
OWL MANOR	Canada	A0090126	09/30/2019			010 041
OWL MANOR	International Registration (Madrid)	A0090126	09/30/2019	1499376	09/30/2019	010 041
OWL MANOR MEDICAL	United States	86/436,274	10/27/2014	5,023,205	08/16/2016	005
OWL MANOR VETERINARY	United States	86/679,740	06/30/2015	5,023,862	08/16/2016	044
OWL MANOR VETERINARY	Australia	A0053876	10/13/2015	1750044 (IR 1285360)	10/13/2015	044
OWL MANOR VETERINARY	European Union	A0053876	10/13/2015	1285360	10/13/2015	044
OWL MANOR VETERINARY	United Kingdom			UK0091285360	10/13/2015	044
OWL MANOR VETERINARY	International Registration (Madrid)	A0053876	10/13/2015	1285360	10/13/2015	044
OWL MANOR VETERINARY	New Zealand	A0053876	10/13/2015	1036761 (IR 1285360)	10/13/2015	044

SCHEDULE B
ASSIGNED DOMAIN NAMES

Domain
centratebma.com
omveterinary.com
owl-manor.com
owlmanormedical.com
owlmanorveterinary.com
pro-stride.com
prostrideaps.com
prostridecanine.com
prostrideequine.com
prostrideinjection.com
prostridejointtherapy.com
prostridevet.com
restigenprp.com
stall-side.com
stallside.com