

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICROCHIP IDENTIFICATION SYSTEMS, INC.		12/17/2021	Corporation: LOUISIANA
RECEIVING PARTY DATA			
Name:	REVIVAL ANIMAL HEALTH, LLC		
Street Address:	1700 Albany Place SE		
City:	Orange City		
State/Country:	IOWA		
Postal Code:	51041		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5071143	MICROCHIP ID FOR THE ANIMAL WORLD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3192867011		
Email:	lduncan@nyemaster.com		
Correspondent Name:	NYEMASTER GOODE, P.C.		
Address Line 1:	625 First Street SE		
Address Line 2:	Suite 400		
Address Line 4:	Cedar Rapids, IOWA 52401-2030		
NAME OF SUBMITTER:	Ryan N. Carter		
SIGNATURE:	/Ryan N. Carter/		
DATE SIGNED:	04/25/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "**Assignment**"), effective as of December 17, 2021, is made by MICROCHIP IDENTIFICATION SYSTEMS, INC., a Louisiana corporation, having a principal address of 720 W. 21st Avenue, Covington, LA 70433 ("**Assignor**") and REVIVAL ANIMAL HEALTH, LLC, a Delaware limited liability company, having a principal address of 1700 Albany Place SE, Orange City, IA 51041 ("**Assignee**").

WHEREAS, Assignor is the owner of certain trademarks; and

WHEREAS, Assignee has entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), with Assignor and the other parties thereto, whereby Assignor has sold, assigned, transferred, delivered and conveyed to Assignee, among other assets, certain intellectual property (including trademarks) of Assignor, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, delivers and conveys to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"):

(a) the trademark registrations set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, such trademark registrations;

(b) all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other

documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement 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 Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR

MICROCHIP IDENTIFICATION
SYSTEMS, INC.

By: Jean Anne Mayhall

Name: Jean Anne Mayhall

Title: President

ASSIGNEE

REVIVAL ANIMAL HEALTH, LLC

By: _____

Name: James B. Rossiter, III

Title: Chief Executive Officer & President

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR

MICROCHIP IDENTIFICATION
SYSTEMS, INC.

By: _____

Name: Jean Anne Mayhall

Title: President

ASSIGNEE

REVIVAL ANIMAL HEALTH, LLC

By:  _____

Name: James B. Rossiter, III

Title: Chief Executive Officer & President