

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI58571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative Science, L.L.C.		08/25/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Company Name:	Revival Animal Health, LLC		
Street Address:	1700 Albany Place, SE		
City:	Orange City		
State/Country:	IOWA		
Postal Code:	51041		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3044128	P-BLOC	
Registration Number:	1368601	GREAT STATES ANIMAL HEALTH	
Registration Number:	2050856	CREATIVE SCIENCE	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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:	3128074346		
Email:	citrademarks@klgates.com, valerie.swanson@klgates.com		
Correspondent Name:	Alexis Crawford Douglas		
Address Line 1:	K&L Gates LLP		
Address Line 2:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
ATTORNEY DOCKET NUMBER:	0247446-006		
NAME OF SUBMITTER:	Valerie Swanson		
SIGNATURE:	Valerie Swanson		
DATE SIGNED:	03/01/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and delivered as of August 25th, 2023 (the “**Effective Date**”), by and between Creative Science, L.L.C., a Missouri limited liability company (“**Creative Science**” or “**Assignor**”) and Revival Animal Health, LLC, a Delaware limited liability company (“**Assignee**”), pursuant to an Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), by and among Assignee, Assignor and certain others party thereto.

WHEREAS, in each case Assignor is the owner of certain trademarks for animal health products and a domain name, used in connection with its business; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee’s affiliate certain assets used in its business, and to Assignee, all of its rights in and to its domain name and trademarks, whether registered or unregistered, including the trademarks and domain name set forth on Exhibit A attached hereto (collectively, the “**IP**”), and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby does irrevocably sell, convey, transfer, and assign to Assignee and Assignee agrees to accept, effective as of the date first set forth above, all right, title, and interest in and to the following: (a) the IP, and all issuances, extensions and renewals thereof, together with the portion of the business to which each mark pertains and all common law rights and associated goodwill of Assignor and of the business connected with the use of or symbolized thereby; (b) all trademarks, service marks, trade names, brand names, logos, trade dress, and other proprietary indicia of goods and services of the 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; (e) all right, title, and interest in and to the domain name listed on Exhibit A (including, without limitation, all intellectual property rights therein as well as the registration therefor, including all rights to renewal and extension thereof); and (f) all claims for damages by reason of past infringement with the right to sue for and collect damages, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the IP to its fullest extent anywhere in the world, without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan, or other exploitation of the IP. Assignor hereby agrees that it shall not take any action that may restrict Assignee’s ownership rights in the IP and that it shall discontinue any use or exploitation of the IP.

2. Recordation and Further Assurances. 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. Assignor further authorizes the current registrar of the domain name, and any other registrars to whom the Assignee may at Assignee’s sole discretion elect to transfer administration of the domain name, the authority to transfer administration of and/or accept transfer of administration of, the

domain name as between the Assignor and Assignee. Assignor further agrees, without additional consideration, to take such actions, including without limitation, the execution, acknowledgment, and delivery of documents, as may be necessary and appropriate or reasonably requested by Assignee to further effectuate the assignment contemplated herein. Without limitation, Assignor agrees that, when requested by Assignee, Assignor will promptly sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the IP and for vesting title thereto in Assignee, its successors, assigns, and legal representatives or nominees.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the IP. 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 hereof, the terms of the Purchase Agreement shall govern.

4. Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the Parties, Assignee shall have a complete and undivided interest of all rights, titles, and interests in the IP.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed 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.

6. Successors and Assigns. All of the terms and provisions of this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

7. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any conflict of laws rules.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

CREATIVE SCIENCE, L.L.C.

By: Bradley Butler
Name: Bradley Butler
Title: Manager

ASSIGNEE:

REVIVAL ANIMAL HEALTH, LLC

By: _____
Name: Lynn Snodgrass
Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

CREATIVE SCIENCE, L.L.C.

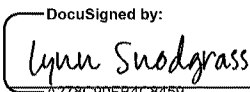
By: _____

Name: Bradley Butler

Title: Manager

ASSIGNEE:

REVIVAL ANIMAL HEALTH, LLC

By:  _____

Name: Lynn Snodgrass



Title: President and Chief Executive Officer

**EXHIBIT A
TO
INTELLECTUAL PROPERTY ASSIGNMENT**

REGISTERED TRADEMARKS

MARK	COUNTRY	REGISTRATION DATE	REGISTRATION/ APPLICATION NUMBER
CREATIVE SCIENCE	US	08-APR-1997	2050856 / 75100570
GREAT STATES ANIMAL HEALTH (Stylized) 	US	05-NOV-1985	1368601 / 73505559
P-BLOC	US	17-JAN-2006	3044128 / 76623125

COMMON LAW TRADEMARKS

Description	Image
1. Creative Science LLC logo in green and blue	
2. Creative Science LLC logo depicting a beaker with red liquid	

DOMAIN NAME

Domain	Owner / Registrant	Registrar	Expiration Date
www.creativesciencellc.com			