

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI147865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hygain Feeds International, Inc.		03/05/2024	Corporation: DELAWARE
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: 13			
Property Type	Number	Word Mark	
Registration Number:	4663289	ALEIRA	
Registration Number:	3550819	ARENUS	
Registration Number:	3550893		
Registration Number:	4698701	ASSURE	
Registration Number:	3288109	GST	
Registration Number:	4861996	RELEIRA	
Registration Number:	4010361	RELEIRA	
Registration Number:	3764211	RICOCHET	
Registration Number:	4695015	SORE NO MORE	
Registration Number:	5405445	SORE-EZE	
Registration Number:	3550847	STEADFAST	
Registration Number:	3547485	TELAFIRM	
Registration Number:	5730185	THE ULTIMATE DIGESTIVE AID	
CORRESPONDENCE DATA			
Fax Number:	3192867050		
<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:	3192867000		
Email:	ptomail@nyemaster.com		

OP \$340.00.00 86284309

Correspondent Name: Ryan N. Carter
Address Line 1: 625 First Street SE
Address Line 2: Suite 400
Address Line 4: Cedar Rapids, IOWA 52401

ATTORNEY DOCKET NUMBER: 3010572

NAME OF SUBMITTER: LINDSAY DUNCAN

SIGNATURE: LINDSAY DUNCAN

DATE SIGNED: 04/05/2024

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), is made and delivered as of March 5, 2024, by and between Hygain Feeds International, Inc. (“**Assignor**”), a Delaware corporation whose registered office address or principal place of business is at 668 Flinn Avenue, Unit 26, Moorpark, California 93021, and Revival Animal Health, LLC, a Delaware limited liability company whose registered office address or principal place of business is at 1700 Albany Place, SE, Orange City, Iowa 51041 (“**Assignee**”). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee, and certain other parties are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and the parties hereto have agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any other applicable jurisdictions;

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (collectively, the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto (the “**Patents**”); and

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to any United States intent-to-use Trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s Arenus Business, or that portion of the business to which the intent-to-use Trademark application pertains, and that business is ongoing and existing.

2. Recordation. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any other jurisdictions applicable to the Assigned IP to record and register this IP Assignment upon request by Assignee. Assignor further authorizes the current registrar of the Domain Names, and any other registrars to whom the Assignee may at Assignee’s sole discretion elect to transfer administration of the Domain Names, the authority to transfer administration of and/or accept transfer of administration of, the Domain Names as between the Assignor and Assignee.

3. Terms of the Purchase Agreement. The parties acknowledge and agree that this IP 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 Assigned 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. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP 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 IP Assignment shall be governed by, and construed and enforced in accordance with, the laws of the state of Delaware, without giving effect to conflict of laws rules.

[Signature Page Follows]

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

ASSIGNOR:

HYGAIN FEEDS INTERNATIONAL, INC.

By: 

Name: Kevin Bareira

Title: Chief Executive Officer

ASSIGNEE:

REVIVAL ANIMAL HEALTH, LLC

By: _____

Name: Lynn Snodgrass

Title: President & Chief Executive Officer

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

ASSIGNOR:

HYGAIN FEEDS INTERNATIONAL, INC.

By: _____

Name: Kevin Bareira

Title: Chief Executive Officer

ASSIGNEE:

REVIVAL ANIMAL HEALTH, LLC

By:  _____

Name: Lynn Snodgrass

Title: President & Chief Executive Officer

SCHEDULE 1

PATENTS

See attached.

Case Number	County	Application Number	Filing Date	Publication Number	Publication Date	Patent Number	Issue Date	Expiration Date	Status	Owner	Title	Inventors
074408-469929	WO	PCT/US2012/047634	20-Jul-2012	WO 2013/016205	31-Jan-2013				Nat Phase		COMPOSITIONS AND METHODS FOR REDUCING THE INCIDENCE OF EQUINE DIGESTIVE DISORDERS	Altman, Jay A.
074408-458545	US	13/554,494	20-Jul-2012	US 2013-0022576 A1	24-Jan-2013	8,956,590	17-Feb-2015	20-Jul-2032	Granted	Hygain Feeds International Inc.	COMPOSITIONS AND METHODS FOR REDUCING THE INCIDENCE OF EQUINE DIGESTIVE DISORDERS	Altman, Jay A.
074408-469431	CA	2,843,611	29-Jan-2014	2843611	31-Jan-2013	2,843,611	27-Jul-2021	20-Jul-2032	Granted	Hygain Feeds International Inc.	COMPOSITIONS AND METHODS FOR REDUCING THE INCIDENCE OF EQUINE DIGESTIVE DISORDERS	Altman, Jay A.
074408-469432	MX	MX/a/2014/000878	22-Jan-2014			351631	23-Oct-2017	20-Jul-2032	Granted	Hygain Feeds International Inc.	COMPOSITIONS AND METHODS FOR REDUCING THE INCIDENCE OF EQUINE DIGESTIVE DISORDERS	Altman, Jay A.
074408-488645	US	14/608,767	29-Jan-2015	US 20150147297 A1	28-May-2015	9,907,840	06-Mar-2018	28-Sep-2032	Granted	Hygain Feeds International Inc.	COMPOSITIONS AND METHODS FOR REDUCING THE INCIDENCE OF EQUINE DIGESTIVE DISORDERS	Altman, Jay A.
074408-490647	US	62/164,980	21-May-2015					21-May-2016	Expired		HERBAL COMPOSITION FOR TREATMENT OF BACK PAIN	Altman, Jay A.
074408-545771	WO	PCT/US2016/33495	20-May-2016	WO2016/187523	24-Nov-2016				Nat Phase		HERBAL COMPOSITION FOR TREATMENT OF BACK PAIN	Altman, Jay A.
074408-583019	CA	2,985,809	10-Nov-2017						Abandoned		HERBAL COMPOSITION FOR TREATMENT OF BACK PAIN	Altman, Jay A.
074408-583642	US	15/576,039	21-Nov-2017	US-2018-0169169-A1	21-Jun-2018				Abandoned		HERBAL COMPOSITION FOR TREATMENT OF BACK PAIN	Altman, Jay A.
074408-583644	MX	MX/a/2017/014893	21-Nov-2017						Abandoned		HERBAL COMPOSITION FOR TREATMENT OF BACK PAIN	Altman, Jay A.
074408-584834	EP	16/797370.0	15-Dec-2017	3297443	28-Mar-2018				Abandoned		HERBAL COMPOSITION FOR TREATMENT OF BACK PAIN	Altman, Jay A.
074408-456102	US	61/834,656	13-Jun-2013						Expired	Hygain Feeds International Inc.	METHODS OF IMPROVING REPRODUCTIVE AND RESPIRATORY HEALTH	Kopp, Kenneth
074408-475872	WO	PCT/US2014/042354	13-Jun-2014	WO 2014/201387	18-Dec-2014				Nat Phase		METHODS OF IMPROVING REPRODUCTIVE AND RESPIRATORY HEALTH	Kopp, Kenneth
074408-509020	MX	MX/a/2015/016664	03-Dec-2015			372929	13-Apr-2020	13-Jun-2034	Granted	Hygain Feeds International Inc.	METHODS OF IMPROVING REPRODUCTIVE AND RESPIRATORY HEALTH	Kopp, Kenneth
074408-509021	CA	2,913,776	26-Nov-2015	2913776	18-Dec-2014	2,913,776	26-Oct-2021	13-Jun-2034	Granted	Hygain Feeds International Inc.	METHODS OF IMPROVING REPRODUCTIVE AND RESPIRATORY HEALTH	Altman, Jay A.
074408-509235	US	14/897,794	11-Dec-2015	US-2016-0106790-A1	21-Apr-2016	11,241,464	08-Feb-2022	26-Jun-2034	Granted	Hygain Feeds International Inc.	METHODS OF IMPROVING REPRODUCTIVE AND RESPIRATORY HEALTH	Altman, Jay A.
074408-712535	US	17/592,109	03-Feb-2022	US 2022-0226403 A1	21-Jul-2022				Published		METHODS OF IMPROVING REPRODUCTIVE AND RESPIRATORY HEALTH	Altman, Jay A.
074408-689432	CA	3,129,309	30-Aug-2021	3129309	18-Dec-2014				Published	Hygain Feeds International Inc.	METHODS OF IMPROVING REPRODUCTIVE AND RESPIRATORY HEALTH	Altman, Jay A.

SCHEDULE 2
TRADEMARKS

See attached.

Trademark	Country Name	Application Number	Filing Date	Registration Number	Registration Date	Status	Next Renewal	Owner
ARENUS	European Union (Community)	008303323	15-May-2009	8303323	01-Dec-2009	Registered	15-May-2029	Altera International, Ltd
ARENUS Logo	European Union (Community)	008303364	15-May-2009	8303364	01-Dec-2009	Registered	15-May-2029	Altera International, Ltd
STEADFAST	European Union (Community)	008303406	15-May-2009	8303406	03-Dec-2009	Registered	15-May-2029	Altera International, Ltd
TELAFIRM	European Union (Community)	008303431	15-May-2009	8303431	01-Dec-2009	Registered	15-May-2029	Altera International, Ltd
ARENUS	United Kingdom	UK00908303323	15-May-2009	UK00908303323	01-Dec-2009	Registered	15-May-2029	Altera International, Ltd
ARENUS Logo	United Kingdom	UK00908303364	15-May-2009	UK00908303364	01-Dec-2009	Registered	15-May-2029	Altera International, Ltd
STEADFAST	United Kingdom	UK00908303406	15-May-2009	UK00908303406	03-Dec-2009	Registered	15-May-2029	Altera International, Ltd
TELAFIRM	United Kingdom	UK00908303431	15-May-2009	UK00908303431	01-Dec-2009	Registered	15-May-2029	Altera International, Ltd
ARENUS	Canada	1338534	08-Mar-2007	TMA765378	30-Apr-2010	Registered	30-Apr-2025	Hygain Feeds International Inc.
ARENUS Logo	Canada	1343495	16-Apr-2007	TMA765551	30-Apr-2010	Registered	30-Apr-2025	Hygain Feeds International Inc.
SECURE	Canada	1577143	10-May-2012	TMA972612	05-Jun-2017	Registered	05-Jun-2032	Hygain Feeds International Inc.
STEADFAST	Canada	1493115	20-Aug-2010	TMA813426	06-Dec-2011	Registered	06-Dec-2026	Hygain Feeds International Inc.
ASSURE	Mexico	1205051	22-Aug-2011	1323044	25-Oct-2012	Registered	22-Aug-2031	Hygain Feeds International Inc.
ASSURE	Mexico	1205563	23-Aug-2011	1262692	25-Jan-2012	Registered	23-Aug-2031	Hygain Feeds International Inc.
ASSURE PLUS	Mexico	1205050	22-Aug-2011	1323043	25-Oct-2012	Registered	22-Aug-2031	Hygain Feeds International Inc.
ASSURE PLUS	Mexico	1205562	23-Aug-2011	1262691	25-Jan-2012	Registered	23-Aug-2031	Hygain Feeds International Inc.
STEADFAST	Mexico	1205560	23-Aug-2011	1263401	25-Jan-2012	Registered	23-Aug-2031	Hygain Feeds International Inc.
STEADFAST	Mexico	1205561	23-Aug-2011	1262080	23-Jan-2012	Registered	23-Aug-2031	Hygain Feeds International Inc.
ALEIRA	United States of America	86/284,309	17-May-2014	4,663,289	30-Dec-2014	Registered	30-Dec-2024	Hygain Feeds International Inc.
ARENUS	United States of America	77/118,891	28-Feb-2007	3,550,819	23-Dec-2008	Registered	23-Dec-2028	Hygain Feeds International Inc.
ARENUS Logo	United States of America	77/153,818	11-Apr-2007	3,550,893	23-Dec-2008	Registered	23-Dec-2028	Hygain Feeds International Inc.
ASSURE	United States of America	86/284,275	17-May-2014	4,698,701	10-Mar-2015	Registered	10-Mar-2025	Hygain Feeds International Inc.
GST	United States of America	78/883,610	15-May-2006	3,288,109	04-Sep-2007	Registered	04-Sep-2027	Hygain Feeds International Inc.
RELEIRA	United States of America	86/414,883	04-Oct-2014	4,861,996	01-Dec-2015	Registered	01-Dec-2025	Hygain Feeds International Inc.
RELEIRA	United States of America	85/067,798	21-Jun-2010	4,010,361	09-Aug-2011	Registered	09-Aug-2031	Hygain Feeds International Inc.
RICOCHET	United States of America	77/502,199	18-Jun-2008	3,764,211	23-Mar-2010	Registered	23-Mar-2030	Hygain Feeds International Inc.
SORE NO MORE	United States of America	86/315,525	20-Jun-2014	4,695,015	03-Mar-2015	Registered	03-Mar-2025	Hygain Feeds International Inc.
SORE-EZE	United States of America	87/471,071	01-Jun-2017	5,405,445	20-Feb-2018	Registered	20-Feb-2028	Hygain Feeds International Inc.

STEAFAST	United States of America	77/136,305	21-Mar-2007	3,550,847	23-Dec-2008	Registered	23-Dec-2028	Hygain Feeds International Inc.
TELA-FIRM	United States of America	77/131,192	14-Mar-2007	3,547,485	16-Dec-2008	Registered	16-Dec-2028	Hygain Feeds International Inc.
THE ULTIMATE DIGESTIVE AID	United States of America	87/908,330	04-May-2018	5,730,185	16-Apr-2019	Registered	16-Apr-2029	Hygain Feeds International Inc.

TRADEMARK

REEL: 008390 FRAME: 0892

RECORDED: 04/05/2024