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U.S. Patent & TMOfo/TM Mail Rcpt Dt. #34

TO THE ASSISTANT COMMISSIONER OF PATENTS A

1. Name of conveying party(ies): (If multiple assignors, list numerically)

SYNBIOTICS CORPORATION

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State - California
- Other:

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies).

Name: VETREPHARM RESEARCH, INC.
Internal Address:
Street Address: 119 Rowe Road
City: Athens State: GA ZIP: 30601

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State - Ontario
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) and address(es) attached?
 Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) December 2, 1998

4. Application number(s) or registration number(s):

- a. Trademark Application No(s):
- b. Trademark Registration No(s):
1,462,479

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: AnneMarie Kaiser
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket No.: SYN BIO.025T

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved:
1

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

AnneMarie Kaiser
Name of Person Signing

Signature

April 8, 1999
Date

Total number of pages including cover sheet, attachments and document: 9

Mail documents to be recorded with required cover sheet information to:

04/20/1999 DNGUYEN 00000136 1462479

Commissioner of Patents and Trademarks

01 FC:481

40.00 OP

Box Assignments

Washington, D.C. 20231

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 10th day of February, 1999, by and between SYNBIOTICS CORPORATION, a California corporation having a place of business at 11011 Via Frontera, San Diego, California 92127-1702 (hereinafter referred to as "ASSIGNOR"), and VETREPHARM RESEARCH INC., a Ontario corporation having a place of business at 119 Rowe Road, Athens, Georgia 30601 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, has used, and is the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for damages and profits for past infringement (hereinafter collectively referred to as "Trademark");

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the U.S. federal trademark registration relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registration");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Registration; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Registration;

NOW, THEREFORE, for good and adequate consideration set forth in Schedule C, attached hereto and incorporated herein by this reference, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

the Trademark and Registration

together with that part of the goodwill of the business in connection with which the Trademark and Registration was used and which is symbolized by the Trademark and Registration.

Representations and Warranties

The ASSIGNOR hereby represents and warrants that:

- (a) it is now rightfully possessed of and entitled to, and now has good right, title and authority to sell, assign and transfer unto the ASSIGNEE the Trademark, the Registration and the goodwill hereinbefore described;
- (b) no one has contested the right of the ASSIGNOR to own or use the Trademark and the Registration, nor filed any actions or claims against the ASSIGNOR as a result of its use of the Trademark and the Registration;
- (c) it is not aware of any other person, firm, corporation or other entity, which has used the Trademark; and
- (d) it has not granted to any person, firm, corporation or other entity any right, license or interest whatsoever in or to the Trademark and the Registration.

Further Assurances

The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Assignment and carry out its provisions.

Without limiting the foregoing, the ASSIGNOR agrees to execute and deliver at the request of the ASSIGNEE all papers, instruments, and assignments and to perform any other reasonable acts the ASSIGNEE may require in order to vest the ASSIGNOR's right, title and interest in and to the Trademark in the ASSIGNEE and/or to record the Assignment with the U.S. Patent and Trademark Office, and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the ASSIGNEE, to the extent such evidence is in the possession or control of the ASSIGNOR.

Successors and Assigns

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Entire Agreement

This Assignment constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Executed at San Diego, California, this 2 day of December, 1998.

SYNBIOTICS CORPORATION
a California corporation

By: Michael Green
Name: Michael K. Green
Title: Vice President

Executed at Athens, Georgia, this 10 day of FEBRUARY, 1999.

VETREPHARM RESEARCH INC.
an Ontario corporation

By: J. Phillips
Name: JIM PHILLIPS
Title: President

STATE OF

COUNTY OF

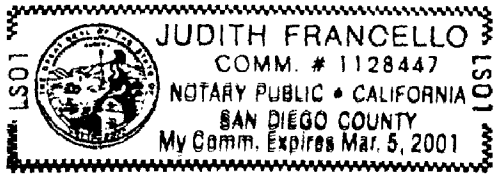
|| ss.
||

On 12-2-98, before me, Judith Francello, Notary, personally appeared Michael K. Green, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Judith Francello
Signature



STATE OF

ss.

COUNTY OF

Thomas H. Rogers, Jr.

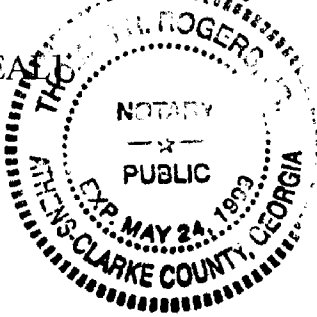
JIM PHILLIPS

On FEB. 10, 1999, before me, JIM PHILLIPS, personally appeared JIM PHILLIPS

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Thomas H. Rogers, Jr.

Signature

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Mark: KOLIIMMUNE

SCHEDULE B

U.S. Federal Trademark Registration:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>	<u>I.D. OF GOODS</u>
KOLIIMMUNE	1,462,479	10/27/87	5	Immunotherapeutic for the prevention and treatment of E. Coli calf scours

SCHEDULE C

Consideration: U.S. \$5,000

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RECORDED: 04/12/1999

TRADEMARK
REEL: 001885 FRAME: 0770
REEL: 1885 FRAME: 0770