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COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office Box Assignments

To the Honorable Comm

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record the attached original documents or copy thereof.

1. Name of conveying party:

EM Industries 7 Skyline Drive Hawthorne, New York 10632

- Individual(s), Association, General Partnership, Limited Partnership, Corporation - State New York, Other

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

2. Name and address of receiving party:

Name: Haska Corporation Internal Address: 1613 Prospect Parkway Street Address: City: Fort Collins State: CO ZIP: 80525

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation - State Delaware, 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) & addresses attached? Yes No

3. Nature of conveyance

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

Execution Date: July 18, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

958,825 "CENTER-AL" 926,401 "CENTER" 2,001,108 "CENTER"

Additional numbers attached? Yes No

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

Name: Lewis D. Hansen Internal Address: SHERIDAN ROSS P.C. Suite 3500 Street Address: 1700 Lincoln Street City: Denver State: CO ZIP: 80203-4501

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00 Enclosed Authorized to be charged to deposit account.

8. Deposit account number: 19-1970

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Bradley M. Knapper Name of person signing

Signature

Date

Signature of Bradley M. Knapper Date June 4, 1999

Total number of pages including cover sheet, attachments and document: 5

06/10/1999 NTHA11 00000132 956825

01 FC:461 documents to be recorded with 49.00 00 02 FC:482 50.00 00

Commissioner of Patents and Trademarks Box Assignments Washington, DC 20231

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO COMMISSIONER FOR PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, DC 20231 ON JUNE 4, 1999

SHERIDAN ROSS P.C.

BY:

Signature of Aimee Thueck

TRADEMARK ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, EM Industries, Incorporated, a corporation organized and existing under the laws of the State of New York, having its place of business at 7 Skyline Drive, Hawthorne, New York 10532, on behalf of itself and for and on behalf of its Center Laboratories division (the "Assignor"), does, hereby sell, assign and transfer to Heska Acquisition Corporation, a corporation organized and existing under the laws of the State of Delaware, having its place of business at 1825 Sharp Point Drive, Fort Collins, CO 80525 (the "Assignee"), its successors and assigns, the entire right, title and interest of the Assignor in and to all trademarks, trade names, service marks, brand names, logos, insignias and designs, together with all applications therefor, and the goodwill related thereto, and including, without limitation, the marks listed in Exhibit A and Exhibit B hereto, and all derivatives thereof, relating to or used in connection with the Business (the "Trademarks"), and all rights of the Assignor, including common law rights, in the Trademarks, and all rights to sue for and obtain damages, injunctive relief and attorneys' fees for all past infringements with respect thereto and for all claims and causes of action heretofore accrued or hereafter accruing for misappropriation, infringement or other violation of proprietary or other rights in the Trademarks and all registrations or applications relating thereto and all renewals and extensions of such registrations. All capitalized terms not defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement of even date hereof between the Assignor and Heska Acquisition Corporation.

Assignor represents and warrants that it has adopted, used, is using and is the sole owner of all rights in and to the Trademarks; that it has not licensed any rights in the Trademarks to another person; and that use of the Trademarks by Assignee will not infringe upon or conflict with the rights of any person.

Promptly upon delivery of this Assignment, Assignor shall deliver to Assignee, at Assignor's expense, Assignor's original files regarding the applications and registrations transferred. Assignor shall take such other actions as Assignee may reasonably request from time to time, at Assignee's expense, to assist Assignee in the recordation of transfer of ownership of the Trademarks, in infringement actions against third parties, in the prosecution of applications to

register the trademarks, and in the maintenance and renewal of registrations of the trademarks. Without limiting the generality of the foregoing, Assignor shall promptly execute and deliver documents for such purposes provided by or on behalf of Assignee, at Assignee's expense.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be signed by its duly authorized representative this 18th day of July, 1997.

EM INDUSTRIES, INCORPORATED

By: *Dieter Janssen*
Dieter Janssen
Group Vice-President & CFO

STATE OF NEW YORK)
)ss:
COUNTY OF WESTCHESTER)

On this 18th day of July, 1997, personally appeared before me Dieter Janssen to me known and known to me to be the Group Vice-President & CFO of EM INDUSTRIES, INCORPORATED, a New York corporation, that executed the foregoing instrument, and acknowledged that he executed the foregoing instrument on behalf of said corporation and pursuant to authority duly received.

Deborah A. Deegan
Signature

[SEAL]

DEBORAH A. DEEGAN
Notary Public, State of New York
No. 01DE5031587
Qualified in Putnam County
Commission Expires August 8, 1998
Certified in Westchester

Notary Public in and for
said County and State

Exhibit A

United States of America Registrations

1. Trade or Business Names - None
2. Pending USA Trademark Applications - None
3. Registered Trademarks
 - a. CENTER-AL (Registration No. 956,825)
 - b. CENTER & Design (Registration Nos. 926,401; 2,001,109)
 - c. HISTATROL (Registration No. 1,089,016)

Exhibit B

Foreign Registrations and Applications

Country	Class	Registration #	Country	Class	Registration #
Argentina	5	1.579.679	Portugal	5	293,130
Argentina	10	1.558.295	Portugal	10	301,881
Australia	5	A607139	South Africa	5	93/5900
Australia	10	A635177	South Africa	10	94/7469
Benelux	5	532,914	Spain	5	App. 1771009
Benelux	10	554,335	Spain	10	App. 1912031
Brazil	5	817,446,559	Sweden	5	260,797
Brazil	10	817,936,416	Sweden	10	302,837
Canada	5,10	TMA445950	Taiwan	1	660,615
China	5	780,227	Thailand	5	Kor17232
China	10	846,360	Thailand	10	Kor35609
Colombia	5	thru Merck Colombia	Turkey	5	148,638
Denmark	10	6855/1994	Turkey	10	157,643
Denmark	5	6059/1993	U.K.	5	1,539,583
Egypt	5	App. 87532	U.K.	10	1,576,187
Egypt	10	App. 91598	Venezuela	5	App. 00183
Finland	5	132,445	Venezuela	10	App. 27738
Finland	10	137,239			
France	5	93,473,283			
France	10	94,526,177			
Greece	5	115 066			
Greece	10	119 773			
Israel	10	93,831			
Israel	5	88,104			
Mexico	10	480,467			
Mexico	5	448,392			
New Zealand	5	228,623			
New Zealand	10	App. 238956			
Norway	5	165,055			
Norway	10	App. 943522 (abandoned)			