

06-11-1999

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To the Honorable Commission

Send original documents or copy thereof

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MED 5-20-99

1. Name of conveying party(ies):

SYNBIOTICS CORPORATION

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: February 10, 1999

Name and address of receiving party(ies):

Name: VETREPHARM RESEARCH INC.

Internal Address:

Street Address: 119 Rowe Road

City: Athens State: Georgia ZIP: 30601

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation -
- Other



05-20-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

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) & address(es) attached? Yes No

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

A. Trademark Application No.(s):

B. Trademark 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: **D. Michael Bean**

Internal Address: **GOWLING, STRATHY & HENDERSON**

Street Address: **50 Queen Street North
Suite 1020
Kitchener, Ontario
Canada N2H 6M2**

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3:41) \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 07-1750

DO NOT USE THIS SPACE

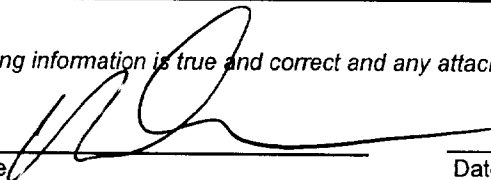
06/10/1999 SHABAZZ 00000047 071750 1462479

07-1750 40.00

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.

D. Michael Bean
Name of Person Signing

Signature  Date May 17, 1999

Total number of pages comprising cover sheet: 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark: KOLIIMMUNE
Registration No.: 1,462,479
Registration Date: October 27, 1987
Registrant: Vetrepharm Research Inc.

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia
22202-3513
USA

Dear Sir:

**REVOCATION OF POWER OF ATTORNEY AND
APPOINTMENT OF NEW POWER OF ATTORNEY**

The Registrant hereby revokes all previous appointments and hereby appoints

D. MICHAEL BEAN
ARNE I. FORS, Registration No. 20,775
D. DOAK HORNE, Registration No. 33,105
ROBERT P. STRATTON, Registration No. 35,765

as its attorney, with full power of substitution and revocation, to transact all business in the Patent and Trademark Office in connection with the registration set out above. All correspondence in connection with these registrations should be sent to Gowling, Strathy & Henderson, Suite 1020, 50 Queen Street North, Kitchener, Ontario, Canada, N2H 6M2, to the attention of D. Michael Bean.

DOMESTIC REPRESENTATIVE

The Registrant hereby revokes all previous appointments and hereby appoints DEBORAH PECKHAM, c/o Testa, Hurwitz & Thibeault, High Street Tower, 125 High Street, Boston, Massachusetts, 01110 as its domestic representative upon whom notices or processes in proceedings affecting the mark may be served.

EXECUTED at *ATLANTA, GA*, this *22* day of *APRIL*, 1999.

VETREPHARM RESEARCH INC.

Per: *[Signature]*

Name: JIM PHILLIPS

Title: President

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

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

VETREPHARM RESEARCH INC.

a Ontario corporation

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


STATE OF
COUNTY OF

ss.

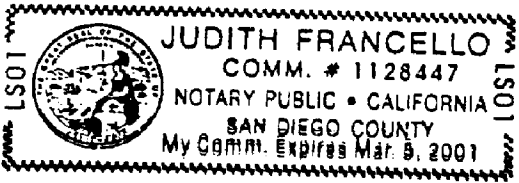
On 12-2-98, before me, Judith Francello, Notary, personally appeared Michael K. Green, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized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



Signature



STATE OF

|| ss.
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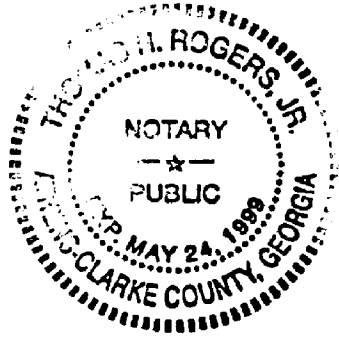
COUNTY OF

On FEB. 10, 1999, before me, THOMAS H. ROGERS, JR, 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]

TH. 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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