

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Vet Solutions, L.P.		12/29/2006	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Vetoquinol U.S.A., Inc.
<b>Street Address:</b>	101 Lincoln Avenue
<b>City:</b>	Buena
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08310
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	3128087	ALLERG-3
Serial Number:	78618090	BPO-3
Registration Number:	2739148	ENZADENT
Serial Number:	76647423	FINAL PHASE
Serial Number:	76662593	HEXADENT
Registration Number:	3026176	OSTEO-3
Registration Number:	3172492	PRO-BIOLAC
Serial Number:	76663654	PRO-MOTIL
Serial Number:	78661626	PRO-PECTALIN
Serial Number:	76664260	PRO-STASIS
Registration Number:	3064573	RENAL-K+
Serial Number:	76655243	SEBOZOLE
Serial Number:	76665627	THIOTROL

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Serial Number:	78661605	THIOTOL
Registration Number:	3091995	VET SOLUTIONS
Registration Number:	2085281	VET SOLUTIONS
Serial Number:	76614063	VIRALYS

**CORRESPONDENCE DATA**

Fax Number: (617)345-9020

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 617-345-9000

Email: tmdocket@haslaw.com

Correspondent Name: Deborah L. Benson

Address Line 1: 28 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	060120/131801
NAME OF SUBMITTER:	Deborah L. Benson
Signature:	/Deborah L. Benson/
Date:	02/28/2007

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARKS

WHEREAS, the effective date of this Assignment is December 29, 2006 (the "Effective Date");

WHEREAS, Vet Solutions, L.P., a Texas Limited Partnership (hereinafter referred to as "ASSIGNOR"), having an address of 4250 N. Sylvania Avenue, Ft. Worth, Texas 76137;

WHEREAS, ASSIGNOR owns all rights, title and interest to certain granted Trademark registrations and pending Trademark applications (hereinafter the "Trademarks") identified in Schedule "A" attached hereto; and

WHEREAS, Vetoquinol U.S.A., Inc., a Delaware corporation ("ASSIGNEE"), having a principal place of business at 101 Lincoln Avenue, Buena, NJ 08310, is desirous of acquiring the worldwide right, title and interest in and to the Trademarks;

WHEREAS, the Assignee is the successor to the ongoing and existing business of the Assignor, or portion of the business for which the Trademarks will be used.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees and covenants as follows:

1. ASSIGNOR sells, assigns, conveys and transfers to ASSIGNEE, and ASSIGNEE accepts as of the Effective Date, all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to apply for and receive registrations of the Trademarks throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present and future infringements; and

2. ASSIGNOR represents and warrants that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademarks; that, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in the Trademarks that would preclude, conflict with or encumber this Assignment; and that it hereby consents to this Assignment.

3. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors and legal representatives, all right, title and interest in and to the Trademarks hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

4. This Assignment and the covenants herein are made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent of ASSIGNOR.

**VET SOLUTIONS MANAGEMENT INC.,  
General Partner of VET SOLUTIONS, L.P.**

Dated: December 29, 2006

By: *Daniel J. Schildgen*  
Daniel J. Schildgen, President

State of Texas §  
  §  
County of Tarrant §

On this, the 29<sup>th</sup> day of December 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared before me Dan Schildgen, well known and known by me to be the person of the above name who signed and sealed the foregoing instrument and acknowledged the same to be his own free act and deed.



*Anita L. Newburn*  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**VETOQUINOL U.S.A. INC.**

Dated: \_\_\_\_\_

By: *J.P.M.*

Printed Name: IAN PARKER

Title: GENERAL MANAGER

State of \_\_\_\_\_ §  
  §  
County of \_\_\_\_\_ §

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 2006, before me, a Notary Public in and for the State and County aforesaid, personally appeared before me \_\_\_\_\_, well known and known by me to be the person of the above name who signed and sealed the foregoing instrument and acknowledged the same to be his/her own free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

SEAL

**SCHEDULE A**

TO THE ASSIGNMENT BY AND BETWEEN  
VET SOLUTIONS, L.P. (AS ASSIGNOR)  
AND  
VETOQUINOL U.S.A., INC. (AS ASSIGNEE)

**United States Trademark Applications and Registrations**

<u>TRADEMARK</u>	<u>SERIAL NO/ REG. NO.</u>	<u>FILING DATE/ REG. DATE</u>	<u>STATUS</u>
ALLERG-3	3128087	August 8, 2006	Registered
BPO-3	78/618090	April 27, 2005	Pending
ENZADENT	2739148	July 15, 2003	Registered
FINAL PHASE	76/647423	September 26, 2005	Pending
HEXADENT	76/662593	July 5, 2006	Pending
OSTEO-3	3026176	December 13, 2005	Registered
PRO-BIOLAC	3172492	March 28, 2006	Registered
PRO-MOTIL	76/663654	July 26, 2006	Pending
PRO-PECTALIN	78/661626	June 30, 2005	Pending
PRO-STASIS	76/664260	August 7, 2006	Pending
RENAL K+	3064573	February 28, 2006	Registered
SEBOZOLE	76/655243	February 14, 2006	Pending
THIOTROL	76/665627	September 5, 2006	Pending
THIOTOL	78/661,605	June 30, 2005	Pending
VET SOLUTIONS	3091995	May 16, 2006	Registered
VET SOLUTIONS	2085281	August 5, 1997	Registered
VIRALYS	76/614063	September 30, 2004	Pending

**Foreign Trademark Applications and Registrations**

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>SERIAL NO./ REG. NO.</u>	<u>FILING DATE/ REG DATE</u>	<u>STATUS</u>
VET SOLUTIONS	Canada	1257438	May 12, 2005	Pending
VET SOLUTIONS	Great Britain	2391789	May 12, 2005	Registered