

MRD 10-27-98



11-05-1998

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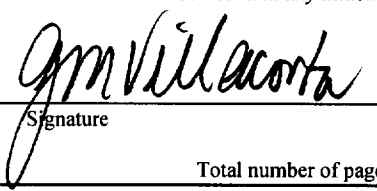
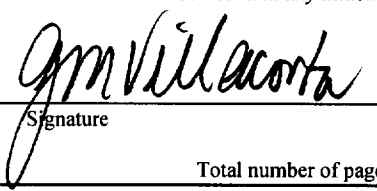
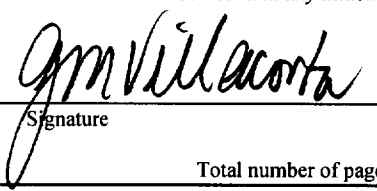
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

DOCKET NO.: 112985.302

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereto:

<b>1. Name of conveying party(ies):</b> Mortar & Pestle Veterinary Pharmacy, Inc.  <b>Additional name(s) of conveying party(ies) attached?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies):</b> Name: <u>Meri Charmyne Russell</u> Internal Address: _____ _____ _____ Street Address: <u>206 SW 42nd Street</u> _____ _____ City: <u>Des Moines</u> State/Country: <u>IA</u> ZIP: <u>50312</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>September 29, 1998</u>						
<b>4. Application number(s) or patent number(s):</b> If the document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No(s). <u>08/752,415 filed November 19, 1996</u> B. Patent No(s). _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>PEPPER HAMILTON LLP</u> Internal Address: _____ _____ Street Address: <u>1300 Nineteenth Street, N.W.</u> _____ City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20036</u>		<b>6. Total number of applications and patents involved:</b> <u>1</u> <b>7. Total fee (37 CFR 3.41)</b> ..... <u>\$40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <b>8. Deposit account number:</b> <u>50-0436</u>				
DO NOT USE THIS SPACE						
<b>9. Statement and signature.</b> <i>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.</i>  <table border="0" style="width: 100%;"><tr><td style="width: 40%;"><u>Gilberto M. Villacorta, Ph.D., Reg. No. 34,038</u> Name and Registration No. of Person Signing</td><td style="width: 30%; text-align: center;"> _____ Signature</td><td style="width: 30%; text-align: right;"><u>October 27, 1998</u> _____ Date</td></tr></table> Total number of pages comprising cover sheet: <u>1</u>				<u>Gilberto M. Villacorta, Ph.D., Reg. No. 34,038</u> Name and Registration No. of Person Signing	 _____ Signature	<u>October 27, 1998</u> _____ Date
<u>Gilberto M. Villacorta, Ph.D., Reg. No. 34,038</u> Name and Registration No. of Person Signing	 _____ Signature	<u>October 27, 1998</u> _____ Date				
CMB No. 0851-0011 (exp. 4/94)						

DC: #87744 v1 (IVPC01!.WPD)

11/05/1998 SBURMS 00000005 500436 08752415

01 FC:581 40.00 CH

PATENT  
REEL: 9553 FRAME: 0455

ASSIGNMENT

WHEREAS, Mortar & Pestle Veterinary Pharmacy, Inc., a corporation of the Commonwealth of Iowa and having an address of 3701 Beaver Avenue, Des Moines, Iowa 50310, having certain rights, title and interest in and to a certain new and useful invention as set forth in an application for United States Letters Patent, entitled TREATMENT OF EQUINE LAMINITIS, for which an application for United States Letters Patent was filed on November 19, 1996, and identified by United States Serial No. 08/752,415;

AND WHEREAS, Meri Charmyne Russell of 206 SW 42nd Street, Des Moines, IA 50312, is desirous of acquiring the entire right, title and interest in and to said invention, including the right to sue for past infringement, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, Mortar & Pestle Veterinary Pharmacy, Inc., does hereby sell, assign, transfer and set over unto Meri Charmyne Russell, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention, including the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, we hereby agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

AND we request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to Meri Charmyne Russell, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

9/29/98  
Date

Meri Charmyne Russell  
Mortar & Pestle Veterinary Pharmacy, Inc.  
Stan Henderson, President

STATE OF Iowa )  
COUNTY OF Polk ) SS:

On this 29 day of Sept, 19 98, before me personally appeared \_\_\_\_\_, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

SEAL

Charles H. Kunkel  
Notary Public

My commission expires 7/6/2001

Document #84454v11