

06-10-2003



102468941

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Warner-Lambert Company

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

Tetra Holding (US), Inc.  
3001 Commerce Street  
Blacksburg, Virginia 24060

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

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: December 17, 2002

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

10/262,225

Additional numbers attached? ☐ Yes ☒ No

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

Name: Karen A. Fitzsimmons  
Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903



6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41): \$40.00  
☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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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.

Karen A. Fitzsimmons

Name of Person Signing

*Karen A. Fitzsimmons*  
Signature

*June 3, 2003*  
Date

Total number of pages including cover sheet, attachments, and document: 11

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PATENT  
REEL: 014139 FRAME: 0529

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "**Patent Assignment**"), effective as of December 17, 2002 (the "**Effective Date**"), is by and between Warner-Lambert Company, a Delaware Corporation ("**Assignor**"), and Tetra Holding (US), Inc., a Delaware corporation ("**Assignee**").

A. WHEREAS, Pfizer, Inc. ("**Pfizer**"), through certain of its Affiliates has sold the capital stock of certain of its Subsidiaries related to the Business and certain Affiliates of Assignor have sold certain assets related to the Business to the Assignee in accordance with a certain Stock and Asset Purchase Agreement dated November 5, 2002 (the "**Stock and Asset Purchase Agreement**") and entered into between Pfizer and Holly Beteiligungs GmbH & Co. KG, a limited partnership with a limited liability company as general partner (*Komplementär*) organized under the laws of Germany (to be renamed Tetra HoldCo GmbH & Co. KG) ("**Holly**");

B. WHEREAS, Assignor presently owns or controls certain patents, patent applications, and invention submissions set forth in the attached Schedule A (the "**Properties**") and;

C. WHEREAS, in furtherance of the foregoing, Assignor desires to transfer, assign, convey deliver and vest all of its interests and rights in the Properties for all countries, jurisdictions and political entities of the world, to and in Assignee.

NOW, THEREFORE, in consideration of the promises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Assignor, subject to Section 2.2 of and otherwise in accordance with, the Stock and Asset Purchase Agreement, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Assignee, its successors, legal representatives, assigns and nominees, Assignor's entire right, title and interest in, to and under the Properties (including any extensions, reexaminations and reissues of such Properties, patents of addition, divisions, continuations, continuations-in-part and any subsequent filings claiming priority therefrom) and further including, without limitation, all income, royalties and damages now and hereafter due and/or payable to Assignor, for all countries, jurisdictions and political entities of the world, along with the right to sue for past, present and future infringements, in and to all the Properties, and corresponding counterpart foreign patents and patent applications with respect to which, and to the extent to which, Assignor now has or hereafter acquires the right to so assign, convey, transfer and deliver.

AND THE ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of intellectual or industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND THE ASSIGNOR HEREBY covenants and agrees that the Assignor has full right to convey the entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreement in conflict herewith.

AND THE ASSIGNOR HEREBY further covenants and agrees that the Assignor will communicate to the Assignee, its successors, legal representatives and assigns, any facts known to the Assignor respecting the Properties, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything possible to aid the Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Properties.

#### DEFINITIONS

Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth for such terms in the Stock and Asset Purchase Agreement.

\* \* \*

IN TESTIMONY WHEREOF, ASSIGNEE has caused this Patent Assignment to be duly executed by its duly authorized officer on the date set forth below.

TETRA HOLDING (US), INC.

By: [Signature]

Its: Secretary

Date: December 17, 2002

STATE OF New York )  
 )ss:  
COUNTY OF New York )

On this 17<sup>th</sup> day of December 2002, before me the undersigned, a Notary Public for the [country/state] of New York, personally appeared Newton Agnar, 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, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Signature of Notary

AMY N. YARBROUGH  
Notary Public, State Of New York  
No. 01YA6032311  
Qualified In New York County  
Commission Expires Oct. 25, 2005

IN TESTIMONY WHEREOF, ASSIGNOR has caused this Patent Assignment to be duly executed by its duly authorized officer on the date set forth below.

WARNER-LAMBERT COMPANY

By: Peter L. Garrambone Jr.

Its: Authorized Representative

Date: December 17, 2002

STATE OF New York )  
COUNTY OF New York ) ss:

On this 17 day of December 2002, before me the undersigned, a Notary Public for the [country/state] of New York, personally appeared Peter L. Garrambone Jr., 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, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Colin O'Connor  
Signature of Notary

COLIN OCONNOR  
Notary Public, State of New York  
No. 01OC6013891  
Qualified in Queens County  
Commission Expires Sept. 28, 2006

# SCHEDULE A - PROPERTIES

## UNITED STATES

### Issued Patents:

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
AQUARIUM TUBE CLEANING BRUSH	WARNER-LAMBERT COMPANY	D353715	27DE1994
AQUARIUM FILTER BAG	WARNER-LAMBERT COMPANY	D353649	20DE1994
AEROBIC AQUARIUM FILTER CHAMBER	WARNER-LAMBERT COMPANY	5397463	14MR1995
AQUARIUM HEATER	WARNER-LAMBERT COMPANY	D381409	22JL1997
AQUARIUM CLEANING APPARATUS	WARNER-LAMBERT COMPANY	5240596	31AU1993
HEATING APPARATUS FOR USE BY REPTILES OR THE LIKE	WARNER-LAMBERT COMPANY	5272316	21DE1993
HEATER FOR USE IN A LIQUID ENVIRONMENT	WARNER-LAMBERT COMPANY	5444227	22AU1995
AQUARIUM UNDERGRAVEL FILTER	WARNER-LAMBERT COMPANY	5667672	16SE1997
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	D434779	05DE2000
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	D449310	16OC2001
SUPPLY APPARATUS FOR THE ENRICHMENT OF ACQUARIUM WATER IN CO.SUB.2-GAS	WARNER LAMBERT COMPANY	4498417	12FEB1985
DISPENSING CONTAINER WITH A SLIDING VALVE AND A TAMPER-PROOF DEVICE	WARNER LAMBERT COMPANY	6302301	16OCT2001
FLOCCULATING AGENT CONTAINING ALUMINUM AND A POLYBASIC CARBOXYLIC ACID	WARNER LAMBERT COMPANY	5474703	12DEC1995
PROCESS FOR PRODUCING A FISH FOOD	WARNER LAMBERT COMPANY	4853242	01AUG1989

### Patents – Application Pending:

<u>Title</u>	<u>Owner</u>	<u>Application No.</u>	<u>Application Date</u>
POND FILTER WITH FILTER BAG	WARNER-LAMBERT COMPANY	WAITING	01OC2002
POND FOUNTAIN CARTRIDGE FILTER	WARNER-LAMBERT COMPANY	WAITING	01OC2002
POND FILTER WITH FILTER BAG	WARNER-LAMBERT COMPANY	WAITING	01OC2002
APPARATUS FOR DISSOLVING GASES IN LIQUIDS	WARNER-LAMBERT COMPANY	PCT/US95/11607	14SE1995

AUSTRALIA

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
AQUARIUM UNDERGRAVEL FILTER	WARNER-LAMBERT COMPANY	709316	09DE1999

CANADA

<u>Title</u>	<u>Owner</u>	<u>Application No.</u>	<u>Application Date</u>
AEROBIC AQUARIUM FILTER CHAMBER	WARNER-LAMBERT COMPANY	2174215	11OC1994
AQUARIUM UNDERGRAVEL FILTER	WARNER-LAMBERT COMPANY	2249553	12MR1997
FLOCCULATING AGENT CONTAINING ALUMINIUM AND EXHIBITING IMPROVED ACTION AND ENHANCED SAFETY WHEN USED IN SOFT WATER	WARNER-LAMBERT COMPANY	2213617	17JA1996

EUROPEAN PATENT

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
AEROBIC AQUARIUM FILTER CHAMBER	WARNER-LAMBERT COMPANY	EP0723395	23DE1998
AQUARIUM UNDERGRAVEL FILTER	WARNER-LAMBERT COMPANY	EP0891131	04OC2001

FINLAND

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	21492	30NO2000
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	21497	30NO2000

## FRANCE

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
AEROBIC AQUARIUM FILTER CHAMBER	WARNER-LAMBERT COMPANY	EP0723395	23DE1998
AQUARIUM UNDERGRAVEL FILTER	WARNER-LAMBERT COMPANY	EP0891131	04OC2001
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	2088164	06JL2000
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	2088100	06JL2000

## GERMANY

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
AEROBIC AQUARIUM FILTER CHAMBER	WARNER-LAMBERT COMPANY	69415551.9	23DE1998
AQUARIUM UNDERGRAVEL FILTER	WARNER-LAMBERT COMPANY	69707119.7	04OC2001

## GREAT BRITAN

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
AEROBIC AQUARIUM FILTER CHAMBER	WARNER-LAMBERT COMPANY	EP0723395	23DE1998
AQUARIUM UNDERGRAVEL FILTER	WARNER-LAMBERT COMPANY	EP0891131	04OC2001
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	2088164	06JL2000
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	2088100	06JL2000



## ITALY

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
AEROBIC AQUARIUM FILTER CHAMBER	WARNER-LAMBERT COMPANY	EP0723395	23DE1998
AQUARIUM UNDERGRAVEL FILTER	WARNER-LAMBERT COMPANY	EP0891131	04OC2001

## JAPAN

### Issued Patents:

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
HEATER AND CONTROL APPARATUS	WARNER-LAMBERT COMPANY	3353049	27SE2002

### Patents – Application Pending:

<u>Title</u>	<u>Owner</u>	<u>Application No.</u>	<u>Application Date</u>
AEROBIC AQUARIUM FILTER CHAMBER	WARNER-LAMBERT COMPANY	511984/96	11OC1994
HEATER AND CONTROL APPARATUS	WARNER-LAMBERT COMPANY	2002-143206	17MY2002
AQUARIUM UNDERGRAVEL FILTER	WARNER-LAMBERT COMPANY	536200/97	12MR1997

## POLAND

<u>Title</u>	<u>Owner</u>	<u>Application No.</u>	<u>Application Date</u>
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	W19201	22DE1999
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	W19200	22DE1999

## PORTUGAL

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	29411	31OC2000

## SINGAPORE

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	2088164	06JL2000
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	2088100	06JL2000

## SWEDEN

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	66862	02MY2001
POND PUMP DESIGN	WARNER-LAMBERT COMPANY	66860	02MY2001

## TAIWAN

<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
AEROBIC AQUARIUM FILTER CHAMBER	WARNER-LAMBERT COMPANY	075313	11NO1995