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KOHN & ASSOCIATES PLLC RECORDATION FORM COVER SHEET

P. 002/004

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	fice: Please record the attached original documents or copy thereof.		
1. Name of conveying party(les): Mercian Corporation 1-5-8, Kyobashi Chuo-Ku, Tokyo 104-8305 Japan	2. Name and address of receiving party(les):  Name: ECO Animal Health Limited  Address: 78 Coombe Road		
Additional names(s) of conveying party(les)			
3. Nature of conveyance:			
Assignment			
☐ Security Agreement ☐ Change of Name	City: New Malden State/Prov.: Surrey		
☐ Other	Country: England ZIP: KT3 4QS		
Execution Date: 13 April 2006	Additional name(s) & address(os) 🗀 Yes 🖾 No		
4. Application number(s) or patent numbers(s): If this document is being filed together with a new application,	the execution date of the application is:		
Patent Application No. Filing date	B. Patent No.(s)		
Additional numbers	5,240,849 □ Yes ⊠ No		
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:		
Name: Kenneth L Kohn	7. Total fee (37 CFR 3.41):\$ 40.00		
Registration No. 30.955 Address: Kohn & Associates, PLLC	☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account		
30500 Northwestern Hwy.	🖄 Authorized to be charged to deposit account		
Suite 410	8. Deposit account number:		
City: Farmington Hills State/Prov.: MI	11-1449		
Country: United States ZIP: 49334	(Attach duplicate copy of this page if paying by deposit account)		
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.    Name of Person Signing   Signature   June 23 2006			
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Director of the United States Patent and Trademark Office
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THIS ASSIGNMENT is made BETWEEN Mercian Corporation, a Japanese company with its address at 1-5-8, Kyobashi, Chuo-Ku, Tokyo, 104-8305, Japan (hereinafter referred to as "the Assignor"), and ECO Animal Health Limited, an English company with registered office located at 78 Coombe Road, New Malden, Surrey, KT3 4QS, England (hereinafter referred to as "the Assignee")

#### WHEREAS:

The Assignor is the registered proprietor of the patents as follows:

### DNA coding for enzyme capable of acylating the 4"-position of macrolide antibiotics

Publication info:

EP0345546 A2 - 1989-12-13

EP0345546 A3 - 1991-02-27

EP0345546 B1 - 1996-09-04

[This patent has been validated in the following states:

- Germany DE68927074.
- France -
- UK-
- Italy -- ]

# GENE CODING 4"-ACYLATION ENZYME OF MACROLIDE ANTIBIOTIC SUBSTANCE

Publication info:

JP2749616B2 B2 - 1998-05-13

JP2749616B2 B2 - 1998-05-13

## DNA CODING FOR ENZYME CAPABLE OF ACYLATING THE 4"POSITION OF MACROLIDE ANTIBIOTIC

Publication info:

US5240849 A - 1993-08-31

hereinafter "the Patents", and

#### NOW THIS ASSIGNMENT WITNESSETH as follows:

In consideration of one pound sterling, receipt of which is hereby acknowledged, the Assignor HEREBY ASSIGNS unto the Assignee with full title guarantee FULL BENEFIT of the Patents, the invention, the subject-matter thereof. THE RIGHT, TITLE AND INTEREST in the same and ALL RIGHTS, powers, liberties and immunities arising or to arise therefrom, including the right to sue for past and future infringements, TO HOLD unto the Assignee absolutely:

PATENT 05 REEL: 017846 FRAME: 0122 The Assignor hereby undertakes at the Assignee's expense to do all acts and execute all documents necessary or desirable for securing and executing all rights in or under said Patent and for assuring the title of the Assignee to the Patents.

This Agreement and all issues arising under or relating to this Agreement, including, without limitation, its construction, interpretation, breach, and damages for breach, shall be governed by and construed in accordance with the laws of Japan (without regard to its conflict of laws principles). Any action, cause of action, or dispute arising under or relating to this Agreement shall be brought only in the courts of Japan, located in Tokyo, and each of the Parties expressly consents to personal jurisdiction in Japan, with respect to such action, cause of action, or dispute.

In witness whereof the parties have executed this Assignment on the day and year written below.

Signed by Assignor

Date

Signature of Witness

Name

Date

Signed on behalf of Assignee by

Date

Signature of Witness

Name

Date

Horshilsanckawe-

2006年4月7日

13 M Aren 2006

Grante Austin
13th Anil 2006

PATENT REEL: 017846 FRAME: 0123

**RECORDED: 06/23/2006**