

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SCHERING-PLOUGH VETERINARY CORPORATION	07/15/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SCHERING-PLOUGH ANIMAL HEALTH CORPORATION
<b>Street Address:</b>	556 MORRIS AVENUE
<b>City:</b>	SUMMIT
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07901
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	09303040
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)415-8701
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	212-415-8700
<b>Email:</b>	ekwon@morganfinnegan.com
<b>Correspondent Name:</b>	Evelyn M. Kwon
<b>Address Line 1:</b>	Morgan & Finnegan, LLP
<b>Address Line 2:</b>	3 World Financial Center
<b>Address Line 4:</b>	New York, NEW YORK 10281-2101
<b>ATTORNEY DOCKET NUMBER:</b>	2976-4055US2_EMK
<b>NAME OF SUBMITTER:</b>	Evelyn M. Kwon

**Total Attachments: 7**  
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**RECORDATION FORM COVER SHEET  
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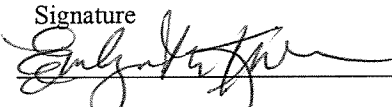
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Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):  <b>SCHERING-PLOUGH VETERINARY CORPORATION</b></p> <p>Additional name(s) of conveying party(ies) attached?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <b>SCHERING-PLOUGH ANIMAL HEALTH CORPORATION</b></p> <p>Address: 556 Morris Avenue Summit, New Jersey 07901</p> <p>Additional name(s) &amp; addresses attached? <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment  <input type="checkbox"/> Other</p> <p>Execution Date(s): July 15, 2004; July 20, 2004; July 22, 2004 and July 22, 2004 respectively</p>	<p>4. Patent Application number(s)  09/303,040</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Evelyn M. Kwon</p> <p>Address: MORGAN &amp; FINNEGAN LLP 3 World Financial Center New York, New York 10281-2101</p>	<p>6. Total number of applications involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$40.00</p> <p><input type="checkbox"/> A check in the amount of _____ is enclosed.</p> <p><input checked="" type="checkbox"/> Charge to Deposit Account No. <b>13-4500</b>, Order No. <u>2976-4055US2</u>.</p> <p><input checked="" type="checkbox"/> Charge any deficiencies to Deposit Account <b>13-4500</b>, Order No. <u>2976-4055US2</u>.</p>

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8. 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 original document.

Name of Person Signing	Signature	Date:
<u>Evelyn M. Kwon</u>		<u>July 31, 2007</u>
Reg. No. <b>54,246</b>	Total no. of pages including cover sheet, attachments and document: <u>7</u>	

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## ASSIGNMENT

WHEREAS, **SCHERING-PLOUGH VETERINARY CORPORATION**, a corporation organized and existing under the laws of the State of Nevada, United States of America, having its primary office at 12125 Moya Blvd., Reno, Nevada, 89506-2600, United States of America ("**ASSIGNOR**"), is the owner of record of the patent application entitled:

### **RECOMBINANT VIRUS EXPRESSING FOREIGN DNA ENCODING FELINE CD80, FELINE CD86, FELINE CD28, FELINE CTLA-4 AND FELINE INTERFERON-GAMMA AND USES THEREOF**

and officially identified by the United States Patent and Trademark Office as Application Number 09/303,040, filed on April 30, 1999, claiming the benefit of priority of U.S. Provisional Application Number 60/083,870, filed on May 1, 1998, and/or by the World Intellectual Property Organization as International Patent Application Number PCT/US99/09504, filed on April 30, 1999, by virtue of an assignment recorded on Reel 010199, Frame 0938, in the United States Patent and Trademark Office, Washington, D.C., including all inventions described and/or claimed in said patent(s) and/or patent application(s); and

WHEREAS, **SCHERING-PLOUGH ANIMAL HEALTH CORPORATION**, a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal office at 1095 Morris Avenue, Union, New Jersey 07083-7143, United States of America, **SCHERING-PLOUGH LTD.**, a corporation organized and existing under the laws of Switzerland, having its principal office at Weyrstrasse 20, P.O. Box CH-6000, Lucerne 6, Switzerland, and **SCHERING-PLOUGH PTY. LIMITED**, a corporation organized and existing under the laws of Australia, having its principal office at 11 Gibbon Road, Baulkham Hills, New South Wales 2153, Australia (together the "**CO-ASSIGNEES**"), are desirous of acquiring **ASSIGNOR'S** interest in said inventions, patent(s) and/or patent application(s) in their respective territories defined below;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, **ASSIGNOR** hereby sells, assigns, and transfers to

**SCHERING-PLOUGH ANIMAL HEALTH CORPORATION**, with respect to the United States, to **SCHERING-PLOUGH PTY. LIMITED** with respect to Australia, and to **SCHERING-PLOUGH LTD.**, with respect to all of the remaining countries in the world (each, an "ASSIGNEE" with respect to the country(ies) identified with it), **ASSIGNOR's** entire rights, title and interest, in the respective country(ies) of the world:

in and to any and all of our invention(s) and/or discovery(ies) described in said patent application(s) and to the right to file patent applications in the name of the respective **ASSIGNEE**, its designee, or in any or all of their names, at such **ASSIGNEE's** election, on the aforesaid invention(s) and/or discovery(ies) in the country(ies) of the world it selects, together with any or all rights of priority in the aforesaid countries deriving from the above-identified patent application under the International Convention for the Protection of Industrial Property, under the Inter-American Convention relating to Inventions, Patents, Designs and Industrial Models, and/or under any other international arrangement to which the United States now is, or hereafter becomes, a signatory;

in and to any and all Letters Patent that issue on any of the aforesaid patent application(s);

in and to any and all applications claiming priority benefits from one or more provisional patent or other applications filed on said invention(s) and/or discovery(ies); and

in and to any and all continuations, continuations-in-part, divisions, reissues, re-examinations, confirmations, patents of addition, innovation patents, registrations, renewals, restorations and revivals of any of said Letters Patent, and any and all extensions and supplementary protection certificates based thereon, the same to be held and enjoyed by each respective **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which a Letters Patent therefor and any extensions and supplementary protection certificates based thereon may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment, transfer, and sale had not been made.



Executed on this day of , 200\_\_.

Co-Assignee: **SCHERING-PLOUGH ANIMAL HEALTH CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_ K.J. Varma \_\_\_\_\_

Title: \_\_\_\_\_ Vice President of Research and Development \_\_\_\_\_

**ACKNOWLEDGEMENT**

State of New Jersey ) s.s.:

County of Union )

On this 20<sup>th</sup> day of July, 2004, personally appeared before me K.J. Varma to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Celia Castaneda  
Notary Public

**CELIA C. CASTANEDA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires December 29, 2008**

Executed on this 22 day of July, 2004.

Co-Assignee: **SCHERING-PLOUGH LTD.**

By: James R. Nelson

Name: James R. Nelson

Title: Prokurist

**ACKNOWLEDGEMENT**

State of New Jersey)

) s.s.:

County of Union)

On this 22 day of July, 2004, personally appeared before me JAMES R. NELSON to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

(Seal)

Shawn M. Armstrong  
Notary Public

SHAWN M ARMSTRONG  
A Notary Public of New Jersey  
My Commission Expires May 15, 2005



Executed on this day of July 22, 2004.

Co-Assignee: **SCHERING-PLOUGH PTY. LIMITED**

By: [Signature]

Name: Alfredo M. Blanco

Title: Director

**ACKNOWLEDGEMENT**

State of New Jersey )  
 ) s.s.:  
County of Union )

On this 22 day of July, 2004, personally appeared before me Martha A. Ashley to me known, and known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same, of his (her) own free will for the purpose set forth.

[Signature]

**Martha A. Ashley  
Notary Public of New Jersey  
My Commission Expires 10/02/2006**