

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Dr. Michael A. Strobel	07/20/2007
Pat Soderlund	07/20/2007
Cannon Valley Veterinary Clinic	07/20/2007

RECEIVING PARTY DATA

Name:	Pharmaceutical Solutions, Inc.
Street Address:	1200 South Highway 3
City:	Northfield
State/Country:	MINNESOTA
Postal Code:	55057

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6492354
Patent Number:	6225304

CORRESPONDENCE DATA

Fax Number: (202)628-5116
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-324-2500
Email: jryan@crowell.com, agonnella@crowell.com
Correspondent Name: John W. Ryan
Address Line 1: 1001 Pennsylvania Ave. NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

101918.56648US & D1

NAME OF SUBMITTER:

John W. Ryan

Total Attachments: 6
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PATENT

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AGREEMENT

THIS AGREEMENT (this "Agreement") is made effective this 20th day of July, 2007 (the "Effective Date") by and among (i) Cannon Valley Veterinary Clinic, having offices at 1200 South Highway 3, Northfield, Minnesota 55057 ("Licensee"); (ii) Dr. Michael A. Strobel, residing at 14795 Dixon Path, Northfield., Minnesota 55057 ("Inventor"); (iii) Pat Soderlund, residing at 28068 North Circle Drive, New Prague, Minnesota 56071 ("Inventor"); (iv) Veterinary Pharmacy Corporation (aka "VetRX") having offices at 201 South Third Street, St. Peter, Minnesota 55108("Licensee"), and (v) Pharmaceutical Solutions, Inc., having offices at 1196 South Highway 3, Northfield, Minnesota 55057 ("Licensor"); collectively the parties.

RECITALS

WHEREAS, Cannon Valley Veterinary Clinic hereby assigns any and all of its interest in U.S. Patent Nos. 6,225,304 and 6,492,354; including the right to collect for past infringements, along with its interest in any continuations or divisions thereof to Pharmaceutical Solutions, Inc., upon the terms and conditions set forth in this Agreement;

WHEREAS, Dr. Michael A. Strobel, as an inventor, hereby assigns any and all of his interest in U.S. Patent Nos. 6,225,304 and 6,492,354; along with his interest in any continuations or divisions thereof to Pharmaceutical Solutions, Inc.;

WHEREAS, Pat Soderlund, as an inventor, hereby assigns any and all of his interest in U.S. Patent Nos. 6,225,304 and 6,492,354; along with his interest in any continuations or divisions thereof to Pharmaceutical Solutions, Inc.;

WHEREAS, Pharmaceutical Solutions, Inc., is willing to grant to Veterinary Pharmacy Corporation, a license under certain patents upon the terms and conditions set forth in this Agreement;

WHEREAS, Dr. Michael A. Strobel hereby obtains and accepts employment in Pharmaceutical Solutions, Inc. along with valid consideration, the sufficiency of which is hereby acknowledged;

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained in this Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. DEFINITIONS

1.1 "License Fee" shall have the meaning set forth in Paragraph A of Exhibit A.

1.2 "Licensed Patents" means:

U.S. Patent No. 6,225,304 entitled *Soluble forms of amoxicillin and treatment of animals*, issued on May 1, 2001 to Strobel et al.; and any continuations or divisions thereof.

U.S. Patent No. 6,492,354 entitled *Soluble forms of amoxicillin and treatment of animals*, issued on December 10, 2002 to Strobel et al.; and any continuations or divisions thereof.

1.3 "Licensed Product" means any product, device or apparatus of which the making, using, selling or importing by or for Licensee would, but for the license granted to Licensee under this Agreement, infringe one or more claims of Licensed Patents.

1.4 "Royalties" shall have the meaning set forth in Paragraph B of Exhibit A.

2. GRANT OF LICENSE

2.1 Grant. Subject to the terms and conditions of this Agreement, and effective upon Licensor's receipt of the License Fee, Licensor hereby grants to Licensee a nonexclusive, retroactive, nonassignable, limited right and license to practice under the Licensed Patents, to the extent Licensor presently has, or in the future will have, the right to grant such a license, to include the rights to make, use, sell and import any Licensed Products.

2.2 Grantback. This Agreement does not include terms for a grantback or cross license and should not be read to include any such terms.

2.3 Rights Reserved. Licensor hereby reserves all rights not expressly granted herein.

3. PAYMENTS

3.1 Fees and Royalties. Licensee shall pay to Licensor the amounts set forth in Exhibit A of this Agreement in accordance with the terms and conditions set forth therein and in this Section 3, to include a License Fee and applicable Royalties.

3.2 Records. Licensee shall keep and retain accurate books and records in sufficient detail to enable verification of the accuracy and sufficiency of Licensee's payments hereunder and Licensee's compliance with the terms and conditions of this Agreement. At the request of Licensor, Licensee shall permit Licensor or its representatives to review such books and records.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall be in effect until expiration of the last to expire of the Licensed Patents.

4.2 Termination. Any party may, subject to the following provisions, elect to terminate this Agreement by written notice to the other parties:

(a) Licensee may terminate this Agreement by providing written notice to Licensor within two years from the date of execution of this Agreement. Such notice shall be provided to Licensor ninety days before the effective date of the termination.

(b) Licensor may terminate this Agreement and revoke the License provided by this Agreement (i) by providing written notice to Licensee within two years from the date of execution of this Agreement and ninety days before the effective date of the termination; or (ii) if Licensee's conduct constitutes a material breach of the terms of this Agreement. Should Licensee be late on royalty payments for more than ninety consecutive days, it will be understood as sufficient reason for Licensor to terminate this Agreement.

(c) Inventor may terminate this Agreement if he fails to be employed by Pharmaceutical Solutions, Inc. during the Term of the Licensed Patents.

5. LIABILITY

5.1 Warranty. All parties warrant that they are unaware of any prior art that would render the Licensed Patents invalid or unenforceable.

6. NOTICES

Any notice or other communication to be given hereunder by any party to the others shall be in writing and delivered by personal delivery, fax, or by certified or registered mail, postage prepaid, return receipt requested. Notice shall be deemed communicated on receipt in case of personal delivery, upon reception in the case of fax, and five (5) days after mailing in the case of mailed notice. All such notices or other communications shall be addressed as set forth below, but any party may change its address by notice or other communication given in accordance with the provisions of this paragraph.

Licensee: Veterinary Pharmacy Corporation
 201 South Third Street
 St. Peter, Minnesota 55108
 Attn: President
 Telephone: (507) 931-8707
 Fax: (507) 931-8716

Licensor: Pharmaceutical Solutions, Inc.
 1200 South Highway 3
 Northfield, Minnesota 55057
 Attn: President

Telephone: (507) 645-8871
Fax: (507) 645-8076

Inventor: Dr. Michael A. Strobel
14795 Dixon Path
Northfield, Minnesota 55057
Telephone: (507) 645-8871

Pat Soderlund
28068 North Circle Drive
New Prague, Minnesota 56071
Telephone: (952) 758-2735

7. CHOICE OF LAW; DISPUTE RESOLUTION

This Agreement is to be construed in accordance with and governed by the internal laws of the State of Minnesota without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Minnesota to the rights and duties of the parties. Any action arising out of or relating to this Agreement (excluding claims for injunctions, restraining orders and other injunctive relief) shall be filed only in the state or federal courts located in Minnesota and the parties hereby consent and submit to the exclusive venue and personal jurisdiction of such courts for the purposes of litigating any such action.

8. MISCELLANEOUS

8.1 Entire Agreement; Amendment. This Agreement, together with its Exhibits, incorporates the entire understanding of the parties with respect to the subject matter of this Agreement and merges and supersedes all prior and contemporaneous agreements and understanding between the parties, whether oral or written, with respect to this subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the authorized representatives of all parties.

8.2 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the invalid, void or unenforceable provision shall be deemed replaced by a provision that most nearly reflects the intent of the parties in entering into this Agreement.

8.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of which, when taken together, shall constitute one and the same document. Execution and delivery of

this Agreement by exchange of facsimile copies bearing the signatures of the parties shall constitute a valid and binding execution and delivery of this Agreement by the parties.

8.4 Waiver. Failure by any party to enforce any right or provision of this Agreement will not be construed to be a waiver of any prior, concurrent, or subsequent breach of such right or provision or any other right under or provision of this Agreement and will not affect the validity of this Agreement or any part hereof or the right of any party to enforce such right or provision thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the Effective Date.

CANNON VALLEY VETERINARY
CLINIC

By: Mark Werner

Name: Dr. Mark G. Werner

Title: President

PHARMACEUTICAL SOLUTIONS, INC.

By: Michael A. Strobel

Name: Dr. Michael A. Strobel

Title: President

DR. MICHAEL A. STROBEL

By: Michael A. Strobel

Name: Dr. Michael A. Strobel

Title: Inventor

PAT SODERLUND

By: Patrick Soderlund

Name: Patrick Soderlund

Title: Inventor

VETERINARY PHARMACY
CORPORATION

By: William Soderlund Jr.

Name: William Soderlund Jr.

Title: President

EXHIBIT A
Payments to Licensor

A. License Fee

Licensee will pay Licensor a one time license fee of \$500,000 (the "License Fee") on or before June 1, 2002, in recognition of all previously unlicensed usage of technology with the scope of the Licensed Patents prior to July 1, 2001. Said License Fee will be waived for the patents in this Agreement if a License Fee was paid earlier for U.S. Patent Nos. 6,211,185; 6,410,543; and 6,800,631.

B. Royalties

1. For all sales on or after July 1, 2001, Licensee will pay Royalties of fifteen percent (15%) of the total gross sales of any product that would fall within the claims of any unexpired and enforceable Licensed Patent.

2. These royalties are to be paid quarterly and any past due amounts are deemed owed as of the Effective Date.