

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Virbac Corporation | 03/13/2008 |
| RECEIVING PARTY DATA | |
| Name: | Sargeant's Pet Care Products, Inc. |
| Street Address: | 2625 South 158 Plaza |
| City: | Omaha |
| State/Country: | NEBRASKA |
| Postal Code: | 68130 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 7247493 |
| Application Number: | 11657900 |
| CORRESPONDENCE DATA | |
| Fax Number: | (713)437-5306 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 713.223.2300 |
| Email: | michael.samardzija@bglip.com |
| Correspondent Name: | Michael R. Samardzija |
| Address Line 1: | 711 Louisiana Street, Suite 2300 |
| Address Line 2: | Bracewell and Giuliani LLP |
| Address Line 4: | Houston, TEXAS 77002 |
| ATTORNEY DOCKET NUMBER: | 085882.000037 |
| NAME OF SUBMITTER: | Michael R. Samardzija |
| Total Attachments: 5 source=sargepat#page1.tif source=sargepat#page2.tif | |

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ASSIGNMENT OF PATENTS

This Assignment of Patents (the "Assignment") is made and entered into as of the 13th day of March 2008, but effective as of January 1, 2008, by and between Virbac Corporation, a Delaware corporation, (the "Assignor"), and Sergeant's Pet Care Products, Inc., a Nevada corporation (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement dated effective as of January 1, 2008, by and between the Assignor and the Assignee (the "Asset Purchase Agreement"), the Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the Patents included in the Division Intellectual Property (capitalized terms used but not defined herein have the meaning provided in the Asset Purchase Agreement); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor and the Assignee have agreed to execute this Assignment.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of and from Encumbrances, all right, title and interest, together with all rights of priority, in and to the Patents included in the Division Intellectual Property, as described on Attachment A hereto, and including the subject matter of all claims that may be obtained therefrom, and any foreign counterparts or equivalents thereto, existing now or in the future, and any and all divisionals, continuations (in whole or in part), reissues, renewals and extensions of any of the foregoing, any substitutions therefor and any patents that may issue from the foregoing, the same to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors or assigns, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made. Said Assignment includes, without limitation, all income, royalties, damages or payments due or payable after the date of this Assignment related to any of the foregoing and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same.

2. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record this Assignment so as to reflect Assignee's ownership of the Patents.

3. The Assignor hereby covenants and agrees that the Assignor will, at any time, upon request, execute and deliver any and all papers and take any and all other reasonable actions that may be necessary or desirable to implement or perfect this Assignment, without

further compensation but at the expense of the Assignee, its successors or assigns with respect to Assignor's reasonable out-of-pocket costs.

4. This instrument is executed and delivered pursuant to the terms and conditions of the Asset Purchase Agreement, including but not limited to, the representations and warranties made by the Assignor and the Assignee therein. In the event of any ambiguity or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall prevail.

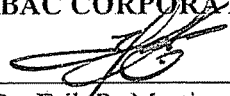
5. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective successors and assigns of the Assignor and Assignee. No provision of this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the Assignor and the Assignee and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

ASSIGNOR:

VIRBAC CORPORATION

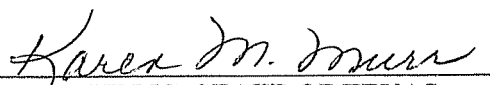
By: 
Dr. Erik R. Martinez
President and Chief Executive Officer

THE STATE OF TEXAS§

COUNTY OF TARRANT§

BEFORE ME, the undersigned authority, on this 13 day of March, 2008, personally appeared Dr. Erik R. Martinez, acting on behalf of Virbac Corporation, a Delaware corporation known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



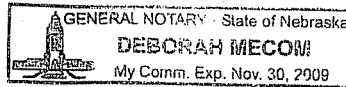

NOTARY PUBLIC, STATE OF TEXAS

ASSIGNEE:

SERGEANT'S PET CARE PRODUCTS,
INC.

By: Robert Scharf
Robert Scharf
President and Chief Executive Officer

THE STATE OF Nebraska
COUNTY OF Douglas



BEFORE ME, the undersigned authority, on this 13th day of March, 2008, personally appeared Robert Scharf, acting on behalf of Sergeant's Pet Care Products, Inc.; a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

Deborah Mecom
NOTARY PUBLIC, STATE OF Nebraska

**ATTACHMENT A
PATENTS AND PATENT APPLICATIONS**

1. Reusable pH Sensor Device and Related Materials – U.S. Patent No. 7,247,493 B2, issued on July 24, 2007.
2. Ammonia Detection Device and Related Methods – U.S. Patent Application No. 11/657,900, filed on January 25, 2007.