

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Wyeth	10/23/2009
RECEIVING PARTY DATA	
Name:	Boehringer Ingelheim Vetmedica, Inc.
Street Address:	2621 North Belt Highway
City:	Saint Joseph
State/Country:	MISSOURI
Postal Code:	64506
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5679353
CORRESPONDENCE DATA	
Fax Number:	(816)236-8261
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	816-390-0408
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Correspondent Name:	Joyce L Morrison
Address Line 1:	Boehringer Ingelheim Vetmedica, Inc.
Address Line 2:	2621 North Belt Highway
Address Line 4:	Saint Joseph, MISSOURI 64506
ATTORNEY DOCKET NUMBER:	US5679353_MIRIAM
NAME OF SUBMITTER:	Joyce L Morrison
Total Attachments: 7 source=Patent Assignment No. 5,679,353#page1.tif source=Patent Assignment No. 5,679,353#page2.tif source=Patent Assignment No. 5,679,353#page3.tif source=Patent Assignment No. 5,679,353#page4.tif	

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ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS (this "*Assignment*"), is entered into and made effective as of October 23, 2009, by and between Wyeth, a Delaware corporation, located at Five Giralda Farms, Madison, New Jersey, 07940, on the one hand ("*Assignor*"), and Boehringer Ingelheim Vetmedica, Inc., a Delaware corporation ("*Assignee*"), located at 2621 North Belt Highway, St. Joseph, Missouri, 64506, on the other hand. The Assignor and the Assignee are referred to herein collectively as the "*Parties*" and each of them individually as a "*Party*".

WHEREAS, Assignor is the sole and exclusive owner of U.S. Patent No. 5,679,353 together with all continuations, continuations-in-part, divisionals, provisionals and renewals of the foregoing and any other subsequent filings in the United States, in each case to the extent claiming priority from the foregoing, all letters of patent granted with respect to the foregoing, and all patents of addition, restorations, extensions, registration or confirmation patents, reissues and re-examinations of the foregoing in the United States, collectively, the "*Owned Patent Rights*";

WHEREAS, in connection with that certain Amended and Restated Asset Purchase Agreement dated as of September 17, 2009 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Asset Purchase Agreement*"), Assignee wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Assignee, the Owned Patent Rights and the goodwill associated with such Owned Patent Rights.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

2. **Conveyance and Acceptance of Owned Patent Rights.** Effective as of date hereof, (a) Assignor hereby irrevocably, without reservation, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns), all of its right, title and interest in and to the Owned Patent Rights, respectively, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to, or derived from, the Owned Patent Rights and all goodwill associated with the Owned Patent Rights and (b) Assignee hereby accepts such assignment, transfer, conveyance, and delivery.

3. **Recordation.** Assignor hereby authorizes the United States Commissioner of Patents and Trademarks or other governmental agency to record this Assignment and to issue any and all patents or certificates of invention which may be granted upon

any of the Owned Patent Rights in the name of Assignee, as the assignee of the entire interest therein.

4. Further Acts. Assignor shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

6. Jurisdiction. With respect to any suit, action or proceeding relating to this Assignment (each, a "*Proceeding*"), each Party hereto irrevocably (i) agrees and consents to be subject to the jurisdiction of the United States District Court for the Southern District of New York or any New York State court sitting in New York City and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party.

7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

8. Entire Agreement. This Assignment, together with the Asset Purchase Agreement and the Consent Orders, contains the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

9. Amendment. Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Assignment, or the application thereof to any Person or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Assignment and the application of such provision to other Persons or circumstances

shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

11. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. This Assignment may be executed by facsimile signatures and such signatures shall be deemed to bind each of the Parties hereto as if they were original signatures.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered as of the day and year first above written.

WYETH

By:

Name:

Title:

La Chenoweth
LAURA CHENOWETH
AUTHORIZED SIGNATORY

BOEHRINGER INGELHEIM VETMEDICA,
INC.

By:

Name:

Title:

[SIGNATURE PAGE TO ASSIGNMENT OF PATENT RIGHTS]

STATE OF New York
COUNTY OF New York } ss

On this 22nd day of October, 2009, before me personally appeared Laura Chenaveth, to me personally known, who, being duly sworn, did say that he/she is the Authorized Signatory of **WYETH** and that he/she duly executed the foregoing instrument for and on behalf of **WYETH** being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Nia M. Brown
Notary Public

Nia M. Brown
Notary Public, State of New York
No. 02BR6204786
Qualified in Kings County
Commission Expires April 27, 2013

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2009, before me personally appeared _____, to me personally known, who, being duly sworn, did say that he/she is the _____ of **BOEHRINGER INGELHEIM VETMEDICA, INC.** and that he/she duly executed the foregoing instrument for and on behalf of **BOEHRINGER INGELHEIM VETMEDICA, INC.** being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Notary Public

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered as of the day and year first above written.

WYETH

By: _____
Name: _____
Title: _____

**BOEHRINGER INGELHEIM VETMEDICA,
INC.**

By:  _____
Name: George H. Richter
Title: President, COO

[SIGNATURE PAGE TO ASSIGNMENT OF PATENT RIGHTS]

STATE OF _____

} SS

COUNTY OF _____ }

On this ____ day of _____, 2009, before me personally appeared _____, to me personally known, who, being duly sworn, did say that he/she is the _____ of **WYETH** and that he/she duly executed the foregoing instrument for and on behalf of **WYETH** being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Notary Public

STATE OF Missouri }

} SS

COUNTY OF Bacharan }

On this 23 day of October, 2009, before me personally appeared George Heidgerken, to me personally known, who, being duly sworn, did say that he/she is the President / COO of **BOEHRINGER INGELHEIM VETMEDICA, INC.** and that he/she duly executed the foregoing instrument for and on behalf of **BOEHRINGER INGELHEIM VETMEDICA, INC.** being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Juanito M. Noble
Notary Public

