

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

## CONVEYING PARTY DATA

Name	Execution Date
STEVE HEWART FITZ-COY	10/24/2009
STEPHANIE M. COOK	10/22/2009

## RECEIVING PARTY DATA

Name:	INTERVET, INC.
Street Address:	56 LIVINGSTON AVENUE
City:	ROSELAND
State/Country:	NEW JERSEY
Postal Code:	07068

Name:	INTERVET INTERNATIONAL B.V.
Street Address:	Wim de KORVERSTRAAT 35
Internal Address:	5830 AA
City:	BOXMEER
State/Country:	NETHERLANDS

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12616341

## CORRESPONDENCE DATA

Fax Number: (908)298-5388

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 908-298-5255

Email: shawn.m.armstrong@spcorp.com

Correspondent Name: SCHERING-PLOUGH CORPORATION

Address Line 1: 2000 GALLOPING HILL ROAD

Address Line 2: K-6-1, 1990

Address Line 4: KENILWORTH, NEW JERSEY 07033

CH \$40.00 12616341

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PATENT  
REEL: 023683 FRAME: 0223

ATTORNEY DOCKET NUMBER:	AH06891
NAME OF SUBMITTER:	SHAWN ARMSTRONG
<p>Total Attachments: 4 source=AH06891 (US)#page1.tif source=AH06891 (US)#page2.tif source=AH06891 (US)#page3.tif source=AH06891 (US)#page4.tif</p>	

PATENT CASE: AH06891

**WORLDWIDE ASSIGNMENT**

WHEREAS, WE,

- (1) Steve Hewart Fitz-Coy, residing at Salisbury, MD,  
(2) Stephanie M. Cook, residing at Omaha, NE,

(hereinafter **ASSIGNORS**), together with Gamini Saman Kumara Withanage, residing at High Wycombe, United Kingdom, and Alexandria Louise McGowan, residing at High Wycombe, United Kingdom, are the inventors of the invention disclosed or claimed in

**Eimeria Vaccine for Turkeys**

for which we have filed/will be filing an application in the U.S. Receiving Office of the World Intellectual Property Organization officially identified\* as International Patent Application Number PCT/US2009/063977 filed on November 11, 2009 and/or in the United States Patent and Trademark Office officially identified\* as Application Number 12/616,341 filed on November 11, 2009; and

WHEREAS, **INTERVET INC.**, a corporation organized under the laws of Delaware, having its principal office at 56 Livingston Avenue, Roseland, New Jersey 07068, with respect to the United States of America, and **INTERVET INTERNATIONAL B.V.**, a corporation organized under the laws of the Netherlands, having its principal office at Wim de Korverstraat 35, 5830 AA, Boxmeer, Netherlands, with respect to all other countries of the world (hereinafter, each an **ASSIGNEE** with respect to the identified country(ies)), are desirous of obtaining the entire right, title and interest in, to and under the invention disclosed in said application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, said **ASSIGNORS**, do each hereby sell, assign and transfer to said **ASSIGNEE** our entire right, title and interest in all countries of the world in and to our invention described in said patent application or applications, in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid invention in all countries of the world, together with 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 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 are granted from any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said invention, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

AND WE HEREBY covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing invention, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**, execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

And we further covenant and agree that we will at any time, upon request, communicate to **ASSIGNEE**, its successors, assigns or other legal representatives, any facts relating to the said invention and Letters Patent, or the history thereof known to us, and will testify as to the same in any interference, litigation, or any other legal proceeding, when requested to do so.

\*We hereby authorize **ASSIGNEE** to insert in this instrument the Application Number or Numbers and the filing dates of said applications for Letters Patent when officially notified thereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Steve Hewart Fitz-Coy** L.S.

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me **Steve Hewart Fitz-Coy** 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)

\_\_\_\_\_  
Notary Public

Executed this 22 day of October, 2009.

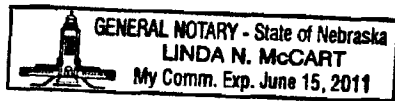
Stephanie M Cook L.S.  
**Stephanie M. Cook**

**ACKNOWLEDGEMENT**

State of Nebraska )  
County of Douglas ) s.s.:

On this 22 day of October, 2009, personally appeared before me **Stephanie M. Cook** 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)



Linda N McCart  
Notary Public

PATENT CASE: AH06891  
**WORLDWIDE ASSIGNMENT**

WHEREAS, WE,

- (1) Steve Hewart Fitz-Coy, residing at Salisbury, MD  
(2) Stephanie M. Cook, residing at Omaha, NE

(hereinafter **ASSIGNORS**), together with Gamini Saman Kumara Withanage, residing at High Wycombe, United Kingdom, and Alexandria Louise McGowan, residing at High Wycombe, United Kingdom, are the inventors of the invention disclosed or claimed in

**Eimeria Vaccine for Turkeys**

for which we have filed/will be filing an application in the U.S. Receiving Office of the World Intellectual Property Organization officially identified\* as International Patent Application Number PCT/US2009/063977 filed on November 11, 2009 and/or in the United States Patent and Trademark Office officially identified\* as Application Number 12/616,341 filed on November 11, 2009; and

WHEREAS, **INTERVET INC.**, a corporation organized under the laws of Delaware, having its principal office at 56 Livingston Avenue, Roseland, New Jersey 07068, with respect to the United States of America, and **INTERVET INTERNATIONAL B.V.**, a corporation organized under the laws of the Netherlands, having its principal office at Wim de Korverstraat 35, 5830 AA, Boxmeer, Netherlands, with respect to all other countries of the world (hereinafter, each an **ASSIGNEE** with respect to the identified country(ies)), are desirous of obtaining the entire right, title and interest in, to and under the invention disclosed in said application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we, said **ASSIGNORS**, do each hereby sell, assign and transfer to said **ASSIGNEE** our entire right, title and interest in all countries of the world in and to our invention described in said patent application or applications, in and to the right to file patent applications in the name of **ASSIGNEE**, its designee, or in any or all of our names, at its election, on the aforesaid invention in all countries of the world, together with 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 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 are granted from any of the aforesaid patent applications, in and to any applications claiming priority benefits to a provisional patent application or other applications filed on said invention, and in and to any continuations, divisions, reissues, renewals and extensions thereof of any of said Letters Patent, the same to be held and enjoyed by said **ASSIGNEE**, its successors, assigns and other legal representatives, to the full ends of the terms for which all Letters Patent therefor may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

AND WE HEREBY covenant and agree that we will at any time, upon the request and at the expense of **ASSIGNEE**, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the foregoing invention, patent applications, and Letters Patent and continuations, divisions, reissues, renewals and extensions thereof in **ASSIGNEE**, its successors, assigns or other legal representatives, including the execution and procurement of any and all further documents evidencing this assignment and sale as may be necessary or desirable for recording the same in the Patent Office of any country concerned, and that we will, at any time, upon the request and at the expense of **ASSIGNEE**, execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and applications for patents of confirmation, registration and importation based on said Letters Patent and on Letters Patent issuing from said additional or divisional applications and reissues, renewals and extensions therefor, and will make all rightful oaths and declarations and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of **ASSIGNEE**, its successors, assigns or other legal representatives.

And we further covenant and agree that we will at any time, upon request, communicate to **ASSIGNEE**, its successors, assigns or other legal representatives, any facts relating to the said invention and Letters Patent, or the history thereof known to us, and will testify as to the same in any interference, litigation, or any other legal proceeding, when requested to do so.

\*We hereby authorize ASSIGNEE to insert in this instrument the Application Number or Numbers and the filing dates of said applications for Letters Patent when officially notified thereof.

Executed this 24th day of October, 2009.

Steve Hewart Fitz-Coy L.S.  
Steve Hewart Fitz-Coy

**ACKNOWLEDGEMENT**

State of Maryland )  
County of Wicomico ) s.s.:

On this 24th day of October, 2009, personally appeared before me Steve Hewart Fitz-Coy 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)

Cathy G. Hami  
Notary Public

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Stephanie M. Cook L.S.

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Stephanie M. Cook 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)

\_\_\_\_\_  
Notary Public