

**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>
Bayer Cropscience S.A.	10/31/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Merial Limited
<b>Street Address:</b>	3239 Satellite Blvd.
<b>City:</b>	Duluth
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30096
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6271392
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(678)638-3350
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Email:</b>	tiki.cantrell@merial.com
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<b>ATTORNEY DOCKET NUMBER:</b>	MER 05-3133
<b>NAME OF SUBMITTER:</b>	Tiki Cantrell
<b>Total Attachments: 2</b> source=MER_05_3133#page1.tif source=MER_05_3133#page2.tif	

**CH \$40.00 6271392**

**ASSIGNMENT AGREEMENT**

This Assignment is made and entered into by and between

BAYER CROPSCIENCE S.A., a French company,  
of 16, rue Jean-Marie Leclair, 69009 Lyon, France  
- hereinafter referred to as "Assignor" -

and

MERIAL LIMITED  
of 3238 Satellite Blvd, Duluth, GA30095-4640, United States of America  
- hereinafter referred to as "Assignee" -

The Assignor declares that he is the sole proprietor of the intellectual property rights, such as patents, patent applications, utility models or design patents, given in the schedule hereto, and hereby declares that he assigns the said intellectual property rights and all his rights, title and interest in and to the said intellectual property rights, to Assignee, together with all rights of action, power and benefit belonging or accrued arising therefrom including the right to take proceedings to recover damages and claim all other relief in respect of any acts of infringement thereof whether such acts shall have been committed before or after the date of this assignment. Assignee hereby declares that he accepts such assignment.

Assignee grants to Assignor and its affiliates - the term affiliates shall connote legal persons, who are affiliated companies of Assignor within the meaning of § 15 et seq. German Stock Corporation Law - an immunity from suit under these national patents for any commercial activities in non Animal Health (AH) marketing areas.

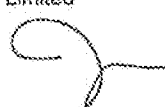
Assignor further agrees that the change of ownership be recorded in the official register or records of each national and supranational patent office concerned. This Assignment Agreement takes effect from **November 10, 2008**.

Date: October 31, 2008  
Bayer CropScience S.A.

  
i.v. Dr. Thomas Schulte  
Authorized Representative

Enclosures: Exhibit 1 - List of Intellectual Property Rights

Date: 13 NOV 2008  
Merial Limited

  
Judy Jarecki-Black, Ph.D., J.D.  
Assistant Secretary

## EXHIBIT 1

## List of Intellectual Property Rights:

Country Code	Country	Patent No.
CN	China	ZL95115770.1
EP AT	EP Austria	EAT 0708090
EP CH	EP Switzerland / Liechtenstein	ECH 0708090
EP DE	EP Germany	P69529049.5-08
EP	Europe	95115206.5
EP ES	EP Spain	EES 0708090
EP FR	EP France	EFR 0708090
EP GB	EP Great Britain	EGB 0708090
EP IT	EP Italy	EIT 0708090
EP NL	EP Netherlands	ENL 0708090
JP	Japan	3939374
US01	USA - divisional	6,271,392