501870251 03/28/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Dee L. Conger	12/13/2005
Thomas M. Perazzo	12/13/2005
Matthew D. d'Artenay	12/13/2005

RECEIVING PARTY DATA

Name:	Innovive Inc.
Street Address:	9689 Towne Centre Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13218227

CORRESPONDENCE DATA

 Fax Number:
 (612)332-8352

 Phone:
 (858) 623-3226

 Email:
 dglisson@granllp.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Gary H. Silverstein c/o PortfolioIP

Address Line 1: P.O. Box 52050

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	INO-1001-CT3
NAME OF SUBMITTER:	Gary H. Silverstein

Total Attachments: 6

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PATENT REEL: 027949 FRAME: 0763 D \$40,00 1321822

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PATENT REEL: 027949 FRAME: 0764

ASSIGNMENT AND AGREEMENT

WHEREAS, Dee L. Conger, of 7316 Olivertas Avenue, La Jolla, CA 92037; and Thomas M. Perazzo, of 14656 Rio Rancho, San Diego, CA 92127; Matthew D. d'Artenay, of 12523 Montellano Terrace, San Diego, CA 92130 and Asa Cannell, of 1698 Crest Dr., Encinitas, CA 92024 (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled CONTAINMENT SYSTEMS AND COMPONENTS FOR ANIMAL HUSBANDRY for which an application for United States Letters Patent was filed on December 13, 2005 as Application No. 11/300,664 and for which the following United States Provisional Patent Applications were filed: Application No. 60/635,756 filed on 13 December 2005; Application No. 60/690,811 filed on 14 June 2005; Application No. 60/717,826 filed on 16 September 2005; Application No. 60/734,229 filed on 07 November 2005 and 60/734,189 filed on 07 November 2005;

WHEREAS, INNOVIVE LLC, a corporation duly organized and existing under the laws of the State of California, and having its principal place of business at 505 Coast Boulevard, South, Suite 412, La Jolla, CA 92037 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors

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and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of BioTechnology Law Group the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of BioTechnology Law Group do not personally represent ASSIGNOR or ASSIGNOR'S legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 13 day of Decemson 2005.

Dee L. Conger

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

On this day of <u>December</u>, 2005, before me <u>Frances Marie Serchal</u>. Notary Public, personally appeared DEF L. CONGER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official scal.

Notary Public in and for said County and State

FRANCES MARIE SENGMAK
Commission # 1361962
Notary Public - California
San Diego County
My Comm. Expires May 8, 2000

My Commission Expires: Noy 8, 2006

[INTENTIONALLY LEFT BLANK]

Executed this _____ day of _Dec__, 2005.

Thomas M. Perazzo

STATE OF CALIFORNIA) ss: COUNTY OF SAN DIEGO)

On this 13 day of <u>Occurred</u> 2005, before me, <u>Fronces Modes Service</u> Service Public, personally appeared THOMAS M. PERAZZO personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official scal.

Notary Public in and for said County and State

FRANCES MARIE SENCHAK
Commission # 1361982
Notery Public - Delifornia
San Diego County
My Corrn. Expires Ney 8, 2006

My Commission Expires: May 8, 2006

[INTENTIONALLY LEFT BLANK]

Executed this 13 day of December, 2005.

Matthew d'Artenay

STATE OF CALIFORNIA

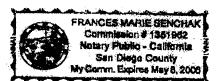
COUNTY OF SAN DIEGO

On this 3 day of <u>Decomber</u>, 2005, before me, <u>Frances Morise Sender</u>Notary Public, personally appeared <u>THOMAS M. PERALPO</u> personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

(Scal)



My Commission Expires: May 8, 2.006

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Executed this 13 day of DEC, 2005.

Asa Cannell

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On this B day of December, 2005, before me, Frances Moria Senor R. Notary Public, personally appeared THOMAS M. PERSONAL Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

FRANCES MARIE SENCHAK
Commission # 1351982
Notary Public - California
San Diego County
My Comm. Expires May 8, 2006

My Commission Expires:

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