

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Strategic Diagnostics Inc.	10/16/2012
RECEIVING PARTY DATA	
Name:	Romer LABS Technology, Inc.
Street Address:	130 Sandy Drive
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12034765
Patent Number:	7521201
Patent Number:	7189520
CORRESPONDENCE DATA	
Fax Number:	3146121301
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-444-7600
Email:	ipdept@lewisrice.com
Correspondent Name:	Gregory R. Beekman
Address Line 1:	Lewis, Rice & Fingersh, L.C.
Address Line 2:	600 Washington Avenue, Suite 2500
Address Line 4:	St. Louis, MISSOURI 63101
NAME OF SUBMITTER:	Gregory R. Beekman
Total Attachments: 9 source=PatentAssignment#page1.tif source=PatentAssignment#page2.tif source=PatentAssignment#page3.tif	

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source=PatentAssignment#page8.tif  
source=PatentAssignment#page9.tif

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Strategic Diagnostics, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 10/16/2012

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Romer LABS Technology, Inc.

Internal Address: \_\_\_\_\_

Street Address: 130 Sandy Drive

City: Newark

State: Delaware

Country: USA Zip: 19713

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

A. Patent Application No.(s)

12/034,765

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

B. Patent No.(s)

7,521,201; 7,189,520

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Gregory R. Beekman

Internal Address: Lewis, Rice & Fingersh, L.C.

Street Address: 600 Washington Avenue, Suite 2500

City: St. Louis

State: Missouri Zip: 63101

Phone Number: 314-444-7600

Docket Number: \_\_\_\_\_

Email Address: ipdept@lewisrice.com

**6. Total number of applications and patents involved:** 3

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 120.00

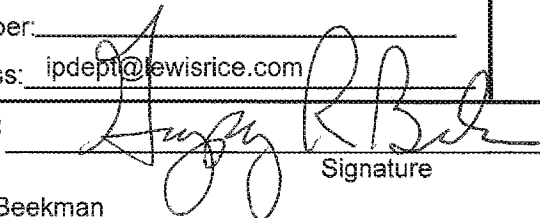
- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

October 17, 2012

Date

Gregory R. Beekman

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**UNITED STATES MASTER INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This **UNITED STATES MASTER INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** is made and entered into as of October 16, 2012 (this "Agreement"), by and between Strategic Diagnostics Inc., a Delaware corporation, having offices at 111 Pencader Drive, Newark, DE 19702 ("Assignor") and Romer LABS Technology, Inc., a Delaware corporation, having a place of business at 130 Sandy Drive, Newark, DE 19713 ("Assignee"). Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

**WITNESSETH**

**WHEREAS**, Assignor is the owner of the trademark applications and registrations (collectively, the "Marks") and patents (the "Patents") listed on Schedule A attached hereto (collectively, the "Purchased Marks and Patents");

**WHEREAS**, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as September 28, 2012 (the "Purchase Agreement");

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to assign, and Assignee has agreed to acquire, the Purchased Marks and Patents and the goodwill associated therewith; and

**WHEREAS**, Assignor and Assignee wish to evidence the assignment of the Purchased Marks and Patents in the relevant trademark office.

**NOW, THEREFORE**, the undersigned, intending to be legally bound hereby, in consideration of the payment of the sums set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants herein, and in the Purchase Agreement, hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest as it holds in and to the Purchased Marks and Patents and all causes of action for past or future infringement thereof, and all rights to claim priority based thereon, and any goodwill associated therewith, and Assignee accepts such assignment.

2. Assignee has the right to record and file this assignment in each of the relevant trademark offices, at Assignee's sole cost and expense. This assignment is expressly made subject to the terms and provisions of the Purchase Agreement. In the event of a conflict or inconsistency between the provisions of this assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail.

3. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person or entity other than Assignor and Assignee and their successors and assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of Assignor and Assignee and their successors and assigns.

4. This Agreement is being executed pursuant to the Purchase Agreement and is subject to all of the terms and conditions of the Purchase Agreement. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of

them by the terms of the Purchase Agreement, including, without limitation, the representations and warranties and other provisions that the Purchase Agreement provides shall survive the Closing Date.

5. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Assignor or Assignee, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Assignee shall also apply to any such assignee unless the context otherwise requires.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed therein without giving effect to the choice of law principles of the State of Delaware that would require or permit the application of the Laws of another jurisdiction. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located in Wilmington, Delaware over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

7. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement (including those delivered via facsimile) and all of which, when taken together, will be deemed to constitute one and the same agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Assignor has signed this assignment as of the date first written above.

**STRATEGIC DIAGNOSTICS INC.**

By: *F. M. DiNuzzo*

Name: Francis M. DiNuzzo

Title: President and Chief Executive Officer

**Witness**

By: *Karen Wilkinson*

Name: *Karen Wilkinson*

Address: *60-Abbey Lane  
Newark, De. 19711*

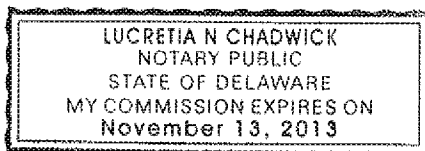
STATE OF )

) ss.:

COUNTY OF )

**ACKNOWLEDGMENT**

On this 16 day of Oct., before me came Francis M. DiNuzzo, who stated that he/she is the  
CEO of Strategic Diagnostics Inc. and acknowledged that he/she executed the above  
instrument as the act and deed of Strategic Diagnostics Inc. with full authority to do so.



*Kurt Clark*

Notary Public

ROMER LABS TECHNOLOGY, INC.

By: 

Name: Hannes Binder

Title: President

Witness

By: 

Name: Kurt EICHLER

Address: Herzogenberg A 330 Gellensstr. 11 Postfach

By: 

Name: Michael Prinstner

Title: Vice President

Witness

By: 

Name: Kurt EICHLER

Address: Herzogenberg A-330  
Gellensstr. 11  
Postfach

[Signature Page to Intellectual Property Assignment Agreement]

PATENT

REEL: 029144 FRAME: 0486

# SCHEDULE A








## Purchased Marks and Patents

### Marks:

Country	Mark	App. No. File Date	Reg. No. Reg. Date	Status
Argentina		2272516 3/8/2000	1881393 8/12/2002	Registered
Argentina		3101845 3/8/2000	1836759 7/11/2001	Registered
Australia		851989 9/28/2000	851989 9/28/2000	Registered
Australia		808159 9/23/1999	808159 9/23/1999	Registered
Canada	FEEDCHEK	1174765 4/15/2003	TMA690660 6/22/2007	Registered
Canada		1076944 9/29/2000	TMA631869 2/2/2005	Registered
Canada		1139930 5/6/2002	TMA613970 6/30/2004	Registered
Canada		1335534 2/8/2007	TMA824791 5/25/2012	Registered
Canada	TEST AND BE SURE	1117146 10/1/2001	TMA614133 7/6/2004	Registered
Canada		1030024 9/24/1999	TMA544890 5/11/2001	Registered
European Community		970335 10/27/1998	970335 1/19/2000	Registered
European Community		005673702 2/8/2007	005673702 2/6/2008	Registered



Country	Mark	App. No. File Date	Reg. No. Reg. Date	Status
European Community		1882323 10/2/2000	1882323 1/16/2002	Registered
European Community		1322478 9/24/1999	1322478 10/24/2000	Registered
Japan	FEEDCHEK	200331525 4/17/2003	4773218 5/21/2004	Registered
Japan		100795/1999 11/4/1999	4461818 3/23/2001	Registered
Japan		100796/1999 11/4/1999	4461819 3/23/2001	Registered
Japan		200710361 2/8/2007	5088527 11/2/2007	Registered
Japan		86686/1999 9/24/1999	4461814 3/23/2001	Registered
Korea, Republic of		20013412 1/31/2001	531402 10/1/2002	Registered
Korea, Republic of		20009385 3/3/2000	495968 6/20/2001	Registered
Mexico		418612 3/30/2000	658002 5/31/2000	Registered
Mexico		451964 10/9/2000	721353 10/31/2001	Registered
Mexico		418613 3/30/2000	658003 3/31/2000	Registered

Country	Mark	App. No. File Date	Reg. No. Reg. Date	Status
New Zealand		316817 3/26/1999	316817 3/23/2000	Registered
Thailand		415795 3/30/2000	TM139513 7/3/2001	Registered
US	RAPIDCHEK CONFIRM	85/096726 7/30/2010	4024986 9/13/2011	Registered
US	FEEDCHEK	76/503342 4/3/2003	2896245 10/19/2004	Registered
US		75/574952 10/22/1998	2493058 9/25/2001	Registered
US	RAPIDCHEK	74/679243 5/23/1995	2017074 11/19/1996	Registered
US	RAPIDCHEK	73/743749 8/2/1998	1550643 8/8/1989	Registered
US		76/404180 5/6/2002	3261393 7/10/2007	Registered
US	RAPIDCHEK SELECT	78/947012 8/8/2006	3617678 5/5/2009	Registered
US		78/947010 8/8/2006	3769450 3/30/2010	Registered
US		76/139566 10/3/2000	2595660 7/16/2002	Registered
US		75/669000 3/26/1999	2407235 11/21/2000	Registered

#### Patents:

#### Bacteriophage Patent

Country	Application/Patent No.	Status
U.S.	7,521,201	Issued
Brazil***	PI0517957.2	Awaiting Examination
Australia	2005302390	Abandoned. Divisional application filed
Australia*, **, ***	2012200391	Request for Examination due 8/10/2012

Canada*, ***	2,586,299	Response filed 7/11/2012
Europe*, ***	05824860.0	Response to Article 94(3) communication filed 8/23/2011.
U.S., ***	12/034,765	NOA was received. RCE filed 4/9/2012 in order to cite a reference cited in the corresponding Canadian application.
<p>* These international applications are being challenged by the applicable patent offices based on a Russian reference that was, at one point, cited against the US application. In the US, the reference was overcome and the claims allowed as 7,521,201.</p> <p>** The Australia application includes 7,521,201 claims as well as the pending US claims in 12/034,765 (large scale fermentation).</p> <p>*** There is no guarantee that these claims will be allowed.</p>		

U.S. Patent Number: 7,189,520 (Compositions and methods for detecting animal byproduct in feed.)