08-26-2003 U.S. DEPARTMENT OF COMMERCE :ET Form PTO-1594 U.S. Patent and Trademark Office (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) 102534186 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): 2.200 Pfizer Inc. Name: Schering-Plough Veterinary Corp. 235 East 42nd Street Internal New York, NY 10017 Address: Association Individual(s) Street Address: 12125 Moya Blvd. Limited Partnership General Partnership City: Reno State: NV Zip: 89056 Corporation-State ☐ Other Individual(s) citizenship\_\_\_\_\_ Association Additional name(s) of conveying party(ies) attached? The Yes I No General Partnership 3. Nature of conveyance: Limited Partnership Merger Merger Assignment Corporation-State Nevada Change of Name Security Agreement Other If assignee is not domiciled in the United States, a domestic Other representative designation is attached: 📮 Yes 📮 No (Designations must be a separate document from assignment) Execution Date: Additional name(s) & address( es) attached? 📮 Yes 📮 No 4. Application number(s) or registration number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) 1,108,372 1,001,431 Additional number(s) attached Yes Additional number 5. Name and address of party to whom correspondence 6. Total number of applications and registrations involved: ..... concerning document should be mailed: Name: Charles H. Oppenheimer, Esq. 7. Total fee (37 CFR 3.41)....\$ 65.00 Internal Address: Legal Department Enclosed K-6-1, M-1030Authorized to be charged to deposit account Schering-Plough Corp. 8. Deposit account number: Street Address: 2000 Galloping Hill Rd. 19-0361 Zip: 07033 City: Kenilworth State: (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charles H. Oppenheimer Name of Person Signing Total number of pages including cover sheet, attachments, and document Mail documents to be recorded with required cover sheet information to:

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1108372 om hissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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# **SCHEDULE A**

### TRADEMARKS\*

Amoxi-Mast® Reg. No. 1,108,372

Dariclox® Reg. No. 1,001,431



' Assignor is only assigning its rights to these trademarks in the United States.

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This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 22, 2003 by and between Pfizer Inc., a Delaware corporation ("Assignor"), and Schering-Plough Veterinary Corporation, a Nevada corporation ("Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

#### **RECITALS:**

- A. WHEREAS, Assignor is the owner of each of the trademarks set forth on Schedules A (the "Trademarks");
- B. WHEREAS, Assignor and Schering-Plough Animal Health Corporation ("Purchaser") entered into that certain Purchase and Sale Agreement dated as of March 14, 2003 (the "Purchase Agreement"), pursuant to which Purchaser agreed to purchase the Purchased Assets from Assignor, including all of Assignor's rights to the Trademarks in the United States; and
- C. WHEREAS, pursuant to Section 10.3 of the Purchase Agreement, Purchaser has assigned to Assignee its right to acquire Assignor's rights, title, and interest in and to the Trademarks, and any applications and/or registrations for the Trademarks, in the United States.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby assigns to Assignee the following: (a) all of Assignor's rights, title, and interest in and to the Trademarks, and any applications and/or registrations for the Trademarks, in the United States, (b) the right to sue for past, present and future infringement of the Trademarks, and (c) the goodwill of the business symbolized by the Trademarks.
- 2. <u>Further Assurances</u>. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to permit the Assignee to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

#### 3. Miscellaneous.

- (a) <u>Successors and Assigns</u>. This Assignment shall be binding upon, and inure to the benefit of, Assignor, Assignee and their respective successors and assigns.
- (b) <u>Choice of Law</u>. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York (without regard to the conflict of laws rules thereof).

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly and properly executed as of the date and year first above written.

PFIZER INC.

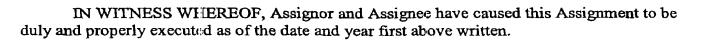
Title: DESISTANT GENERAL COUNSEL

SCHERING-PLOUGH VETERINARY CORPORATION

By: Name:

Title:

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PFIZER INC.

By: \_\_\_\_\_\_
Name: \_\_\_\_\_
Title:

SCHERING-PLOUGH VETERINARY CORPORATION

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Name: Raul E. Kohan

Title: President

LEGAL REVIEW

TRADEMARK

TRADEMARK

TRAME: 0773

# **SCHEDULE A**

## TRADEMARKS\*

Amoxi-Mast® Reg. No. 1,108,372

Darioler Peg. No. 1,001,431



\* Assignor is only assigning its rights to these trademarks in the United States.

RECORDED: 08/20/2000

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