

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PFIZER INC.		10/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AH USA 42 LLC		
Street Address:	235 East 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017-5755		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3830149	PET HEALTH SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	9739663602		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	973-443-2917		
Email:	luzma.e.droz@zoetis.com		
Correspondent Name:	Zoetis Inc.		
Address Line 1:	100 Campus Drive		
Address Line 2:	Legal Dept. - TRADEMARKS		
Address Line 4:	Florham Park, NEW JERSEY 07932		
ATTORNEY DOCKET NUMBER:	T395358		
NAME OF SUBMITTER:	Luzma E. Droz		
SIGNATURE:	/luzma e. droz/		
DATE SIGNED:	10/27/2014		
Total Attachments: 5			
source=Pfizer Inc. to AH USA 42 LLC - pet health systems#page1.tif			
source=Pfizer Inc. to AH USA 42 LLC - pet health systems#page2.tif			
source=Pfizer Inc. to AH USA 42 LLC - pet health systems#page3.tif			
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TRADEMARK

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of October 1, 2012 (the "Effective Date"), by and between Pfizer Inc., a corporation organized under the laws of Delaware ("Assignor") and AH USA 42 LLC, a limited liability company organized under the laws of Delaware ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Contribution Agreement (as defined herein).

RECITALS:

WHEREAS, the Assignor is the owner of the trademarks and applications therefor identified on Schedule A hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, pursuant to the Asset Contribution Agreement, dated as of October 1, 2012 between Assignor and Assignee (the "Contribution Agreement"), Assignor is assigning to the Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged and in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

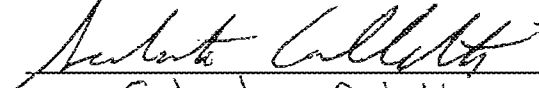
1. **Conveyance**. Assignor hereby sells, assigns, transfers, and conveys to Assignee its entire right, title and interest in, to and under (a) the Assigned Trademarks, for the United States and for all foreign countries, including any and all goodwill symbolized thereby, and (b) the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned Trademarks.
2. **Issuance and Recordation**. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue any and all Assigned Trademarks to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the assignee and owner of the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.
3. **No Modification**. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Contribution Agreement or any other agreement entered into by the Parties or any of their affiliates in connection with the GSA. Without limiting the foregoing, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Contribution Agreement, the Contribution Agreement shall control.

4. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.
6. **Interpretation.** The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.
7. **Further Assurances.** Assignor and Assignee hereby covenant and agree, without the necessity of any further consideration, to execute, acknowledge, and deliver any and all such other documents and take any such other action as may be reasonably necessary or appropriate to implement this Assignment and carry out the intent and purposes of this Assignment.
8. **Governing Law.** This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.
9. **Jurisdiction.** Any judicial proceeding brought by either of the Parties hereunder against the other with respect to this Assignment may be exclusively brought in the courts of the State of New York, and, by its execution and delivery of this Assignment, Assignor (a) accepts, generally and unconditionally, the jurisdiction of such courts and irrevocably agrees to be bound by any judgment rendered thereby and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Assignor consents that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined above and service so made shall be deemed completed when received. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Assignee to bring proceedings against Assignor in the courts of any other jurisdiction.

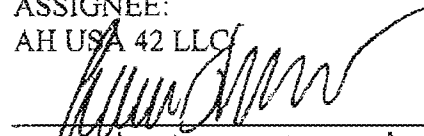
[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

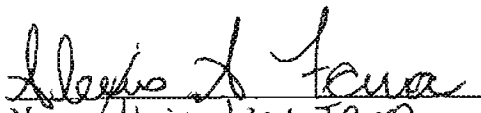
ASSIGNOR:
PFIZER INC.


Name: Salvatore Colletti
Title: Assistant Secretary

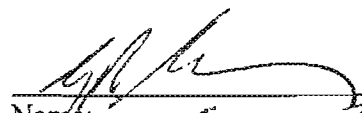
ASSIGNEE:
AH USA 42 LLC


Name: Andrew Muratore
Title: President

WITNESSED AS TO BOTH BY:

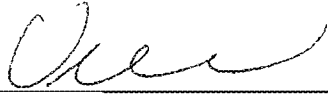

Name: Alexis Tigel Ferris
Nationality: American
Title: Administrative Assistant
Commercial address:
225 E. 42nd Street
New York, NY 10017

WITNESSED AS TO BOTH BY:


Name: GARY ROSS GENASUI
Nationality: USA
Title: SENIOR SPECIALIST
Commercial address:
235 E 42nd NYC 10017

STATE OF NEW YORK)
)SS.
COUNTY OF NEW YORK)

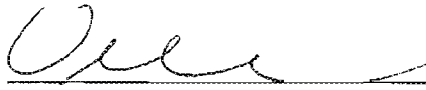
This instrument was executed before me on this 27 day of September, 2012, by Salvatore Colletti, the Assistant Secretary (title) of Pfizer Inc., a corporation organized under the laws of Delaware, on behalf of said corporation.



Notary Public
VERONICA DICAMILLO
Notary Public of the State of New York
Qualified in New York County
No. 02D16201545
My Commission Expires Mar. 2, 2013

STATE OF NEW YORK)
)SS.
COUNTY OF NEW YORK)

This instrument was executed before me on this 27 day of September, 2012, by Andrew Murabce, the President (title) of AH USA 42 LLC, a limited liability company organized under the laws of Delaware on behalf of said limited liability company.



Notary Public
VERONICA DICAMILLO
Notary Public of the State of New York
Qualified in New York County
No. 02D16201545
My Commission Expires Mar. 2, 2013

TMID	Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Status
399501	Uganda	PARATIK	UG/T/2012/45025	3/12/2012			Filed
226774	Australia	PARTNERS IN PROGRESS & DESIGN	1165239	3/7/2007	1165239	10/22/2007	Registered
213647	New Zealand	PARTNERS IN PROGRESS DESIGN	743829	3/2/2006	743829	3/2/2006	Registered
187716	New Zealand	PARVAC	128606	2/23/2000	A128606	2/23/2000	Registered
187715	Australia	PARVAC	334420	3/9/2010	334420	6/10/2010	Registered
231021	Honduras	PATHOZONE	24090-2007	7/19/2007	107023	10/22/2008	Registered
233142	Montenegro	PATHOZONE	Z-1985-36	10/10/2006	01183PP	4/11/2011	Registered
32689	Russian Federation	PATHOZONE	103541	2/20/2006	79897	6/20/2006	Registered
32692	Serbia	PATHOZONE	Z-36/85	10/5/2006	29468	1/25/2007	Registered
32665	France	PATHOZONE	704186	5/7/2004	1274309	5/7/2004	Registered
32691	El Salvador	PATHOZONE	NONE	1/29/2008	118	7/16/2008	Registered
32657	Costa Rica	PATHOZONE	NONE	12/11/2003	40281	12/11/2003	Registered
393249	Korea South	PAWCLUB	41-2011-16963	6/13/2011	41-234465	6/25/2012	Registered
33020	Austria	PERACEF	AM2841/85	9/11/1985	111467	1/20/2006	Registered
188283	Australia	PESTIGARD	857222	9/14/2010	857222	10/12/2010	Registered
228191	Turkey	PET CAL	2007/025619	5/11/2007			Filed
33158	Ecuador	PET CAL	65652	9/3/2008	5951	9/22/2008	Registered
33157	Dominican Republic	PET CAL	16105	6/11/1993	58629	8/15/1993	Registered
225682	India	PET DERM	1526586	1/29/2007	1526586	3/3/2011	Registered
33167	Dominican Republic	PET DERM III	NONE	8/15/1993	58631	8/15/1993	Registered
395358	United States	PET HEALTH SYSTEMS					Docket
33174	Nicaragua	PET TAB PLUS	96/01880	5/24/1996			Filed
33176	Peru	PET TAB PLUS	427857	7/26/2010	69260	8/16/2010	Registered
33177	Argentina	PET TABS	2751608	6/12/2007	2240815	1/30/2009	Registered
33182	Dominican Republic	PET TABS	6030	2/26/1993	56915	5/15/1993	Registered
33191	Venezuela	PET TABS	81627	5/9/2007	P198067	8/6/1997	Registered
228777	Argentina	PET TABS	2750755	6/7/2007	2382968	7/26/2010	Registered
239758	South Africa	PET TABS	2009/07077	4/15/2009	2009/07077	4/5/2011	Registered
239760	Nigeria	PET TABS	F/TM/2009/6020	5/8/2009			Filed
33192	Costa Rica	PET TABS PLUS	1996-0000019	7/30/2008	110124	11/16/2008	Registered
395348	United States	PET WELLNESS REPORT	77977277	9/13/2008	3652893	7/7/2009	Registered
33202	Peru	PET-CAL	374742	8/18/2009	53565	12/31/2008	Registered
33205	United States	PET-CAL	75/294052	7/25/2007	2160564	8/23/2007	Registered
33218	United States	PET-F.A. LIQUID	73/358548	10/7/2003	1254289	12/29/2003	Registered