

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wyeth Holdings Corporation		10/23/2009	CORPORATION: MAINE

RECEIVING PARTY DATA

Name:	Boehringer Ingelheim Vetmedica, Inc.
Street Address:	2621 North Belt Highway
City:	St. Joseph
State/Country:	MISSOURI
Postal Code:	64506
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2503548	CYDECTIN
Registration Number:	2350046	CYDECTIN
Registration Number:	1808759	DICURAL
Registration Number:	0798745	OBLETS
Registration Number:	0603523	POLYOTIC
Registration Number:	1547012	PRESPONSE
Registration Number:	2843282	RABVAC
Registration Number:	0431929	SULMET
Registration Number:	0840781	SULMET
Registration Number:	1029870	SULMET
Registration Number:	0690474	VETALOG
Registration Number:	0727677	VETISULID

CORRESPONDENCE DATA

CH \$315.00 2503548

Fax Number: (314)612-2323
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-621-5070
Email: gashbrook@armstrongteasdale.com
Correspondent Name: Meredith P. Gammill
Address Line 1: One Metropolitan Square, Suite 2600
Address Line 4: St. Louis, MISSOURI 63102-2740

ATTORNEY DOCKET NUMBER:	61518-18
NAME OF SUBMITTER:	Meredith P. Gammill
Signature:	/MPG-ATLLP/
Date:	12/03/2009

Total Attachments: 17

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), is entered into and made effective as of October 23, 2009, by and among Wyeth, a Delaware corporation, Wyeth Holdings Corporation, a Maine corporation.

REDACTED

on the one hand (each, an "Assignor" and collectively, the "Assignors"), and Boehringer Ingelheim Vetmedica, Inc., a Delaware corporation ("Assignee"), on the other hand. The Assignors and the Assignee are referred to herein collectively as the "Parties" and each of them individually as a "Party".

WHEREAS, each Assignor, as applicable, is the sole and exclusive owner in the applicable jurisdiction of the Trademark Rights and of the trademark registrations and registration applications set forth on Schedule A attached hereto and made part hereof (collectively, the "Marks").

WHEREAS, in connection with that certain Amended and Restated Asset Purchase Agreement dated as of September 17, 2009 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement"), Assignee wishes to acquire from the applicable Assignor, and each applicable Assignor wishes to assign, transfer, convey and deliver to Assignee, the Marks, together with all common law rights therein and all goodwill of the business associated with and symbolized by the Marks.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

2. Conveyance and Acceptance of Marks. Effective as of date hereof, (a) each Assignor hereby irrevocably, without reservation, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns), all of its right, title and interest in and to the Marks in the jurisdiction set forth opposite each such Mark on Schedule A, including all common law rights therein and all trademark registrations and registration applications relating to the Marks, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Marks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution,

misappropriation, misuse, or other violation of the Marks, and all goodwill of the business associated with and symbolized by the Marks and (b) Assignee hereby accepts such assignment, transfer, conveyance, and delivery.

3. Recordation. Each Assignor hereby authorizes Assignee to record this Assignment with the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office, and all other applicable foreign trademark offices or other relevant Governmental Authorities.

4. Further Acts. Assignors shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment. Assignors shall deliver to Assignee (or such third party designated by Assignee in writing within ten (10) days after execution hereof) a list of all deadlines relating to the Marks, within ten (10) days after execution hereof. Furthermore, Assignors shall deliver to Assignee the original files (or true and accurate copies thereof) of Assignors relating to the Marks. To the extent available to Assignors as of the date of execution hereof and kept as part of the file relating to the Marks, Assignors shall also deliver any documents reflecting first use of any of the Marks, representative specimens showing current use of each of the Marks (to the extent such Mark is currently in use or if the Mark is no longer in use, the date of last use) and documents relating to the validity or enforceability of any of the Marks. Assignors shall promptly initiate the delivery process of the original files in Assignors' possession as of the date of execution hereof, which files shall be delivered to Assignee no later than ninety (90) days after the execution hereof, and shall promptly instruct Assignors' trademark counsel to initiate the delivery process of the original files in such counsel's possession as of the date of execution hereof. From the date of execution and for one (1) year thereafter, Assignors shall promptly forward, or instruct Assignors' trademark counsel to forward, to Assignee any correspondence, notices, or other communication relating to the Marks that Assignors or Assignors' trademark counsel may receive from any trademark office or from any third party in connection with or relating to the Marks. The parties will reasonably cooperate to accomplish the transfer contemplated by this Article 4 in an efficient and timely manner.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

6. Jurisdiction. With respect to any suit, action or proceeding relating to this Assignment (each, a "*Proceeding*"), each Party hereto irrevocably (i) agrees and consents to be subject to the jurisdiction of the United States District Court for the Southern District of New York or any New York State court sitting in New York City and (ii) waives any objection which it may have at any time to the laying of venue of any Proceeding brought in any such court, waives any claim that such Proceeding has been brought in an inconvenient forum and further waives the right to object, with respect to such Proceeding, that such court does not have any jurisdiction over such Party.

7. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

8. **Entire Agreement.** This Assignment (including all Schedules hereto), together with the Asset Purchase Agreement and the Consent Orders, contains the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.

9. **Amendment.** Any provision of this Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties hereto, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. **Severability.** The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Assignment, or the application thereof to any Person or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Assignment and the application of such provision to other Persons or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

11. **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 Parties, it being understood that all Parties need not sign the same counterpart. This Assignment may be executed by facsimile signatures and such signatures shall be deemed to bind each of the Parties hereto as if they were original signatures.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

WYETH

By: *L. A. H.*
Name: Laura Chenoweth
Title: Authorized Signatory

REDACTED

WYETH HOLDINGS CORPORATION

By: _____
Name: _____
Title: _____

REDACTED

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

STATE OF New York
COUNTY OF New York

On this 20th day of October, 2009, before me personally appeared Laura Chenoweth to me personally known, who, being duly sworn, did say that he/she is the Authorized Signatory of WYETH and that he/she duly executed the foregoing instrument for and on behalf of WYETH being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Nia M. Brennan
Notary Public

Expiration Date: April 27, 2013


IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

WYETH

By: _____
Name: _____
Title: _____

REDACTED

WYETH HOLDINGS CORPORATION

By: 
Name: Bryson A. Supton
Title: Authorized Signatory

REDACTED

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

STATE OF New Jersey
COUNTY OF Morris

On this 23rd day of October, 2009, before me personally appeared Angela A. Approni, to me personally known, who, being duly sworn, did say that he/she is the Authorized Signatory of WYETH HOLDINGS CORPORATION and that he/she duly executed the foregoing instrument for and on behalf of WYETH HOLDINGS CORPORATION being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Kathleen B. Glick
Notary Public

Expiration Date: 1/19/2010
KATHLEEN B. GLICK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 19, 2010

REDACTED

BOEHRINGER INGELHEIM VETMEDICA,
INC.

By: 

Name: _____

Title: _____

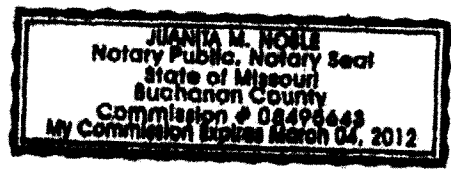
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[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

STATE OF Missouri
)
)^{ss}
COUNTY OF Buchanan

On this 23 day of October, 2009, before me personally appeared George Heidecker to me personally known, who, being duly sworn, did say that he/she is the President/COO of BOEHRINGER INGELHEIM VETMEDICA, INC. and that he/she duly executed the foregoing instrument for and on behalf of BOEHRINGER INGELHEIM VETMEDICA, INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Juanita M. Noble
Notary Public
Expiration Date: 3/4/12



SCHEDULE A

(MARKS)

REDACTED

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UNITED STATES

Mark Name	Country	Reg No [Appln No]	Current Owner
BRONCHI-SHIELD	United States	1808328	Wyeth
CALICIVAX	United States	3566003	Wyeth
CEFA-DRI	United States	1099236	Wyeth
CEFA-DROPS	United States	1411998	Wyeth
CEFA-LAK	United States	1113429	Wyeth
CEFA-TABS	United States	1693964	Wyeth
CYDECTIN	United States	2503548	Wyeth Holdings
CYDECTIN	United States	2350046	Wyeth Holdings
DICURAL	United States	1808759	Wyeth Holdings Corporation
DISCOVERY	United States	1562975	Wyeth
DRY-CLOX	United States	1070105	Wyeth
DURAMUNE	United States	1230813	Wyeth
DURAMUNE	United States	1410095	Wyeth
DURAMUNE ADULT	United States	3265678	Wyeth
ENTERVENE	United States	2636342	Wyeth
ETOGESIC	United States	2300586	Wyeth
EVERY SHOT COUNTS	United States	3480534	Wyeth
FEL-O-GUARD	United States	2200476	Wyeth
FEL-O-VAX	United States	697713	Wyeth
FEL-O-VAX FIV	United States	2771785	Wyeth

Mark Name	Country	Reg No [Appln No]	Current Owner
FEL-O-VAX GIARDIA	United States	2523051	Wyeth
FEL-O-VAX LV-K	United States	1701380	Wyeth
FEL-O-VAX LV-K FIV	United States	2972848	Wyeth
HEALTHY CATS FOR LIFE! (with and without Design)	United States	Common Law (unregister ed)	Wyeth
HETACIN	United States	875506	Wyeth
HETACIN-K	United States	1700147	Wyeth
LEPTOVAX	United States	2981864	Wyeth
MYCOPAR	United States	2962338	Wyeth
OBLETS	United States	798745	Wyeth Holdings Corporation
POLYFLEX	United States	1668213	Wyeth
POLYOTIC	United States	603523	Wyeth Holdings Corporation
POOP-A-CHEW	United States	3007798	Wyeth
POOP-A-CHEW CHARACTER AND SAVE THE DUNG BEETLE SLOGAN	United States	2998943	Wyeth
POOP-A-CHEW CHARACTER AND SAVE THE DUNG BEETLE SLOGAN	United States	2974685	Wyeth
PRESPONSE	United States	1547012	Wyeth Holdings Corporation
PRIME PROTECTION	United States	[78898228] (pending)	Wyeth

Mark Name	Country	Reg No [Appln No]	Current Owner
PRIME PROTECTION	United States	2898336	Wyeth
PRISM	United States	2383573	Wyeth
PROMACE	United States	1236012	Wyeth
PYRAMID	United States	2065433	Wyeth
PYRAMID AND PYRAMID DESIGN	United States	2185521	Wyeth
PYRAMID DESIGN	United States	2183656	Wyeth
QACCP	United States	2309821	Wyeth
RABVAC	United States	2843282	Wyeth Holdings Corporation
SEDAZINE	United States	1882773	Wyeth
SULMET	United States	431929	Wyeth Holdings Corporation
SULMET	United States	840781	Wyeth Holdings Corporation
SULMET LOGO	United States	1029870	Wyeth Holdings Corporation
SYNANTHIC	United States	1024486	Wyeth
SYNANTHIC	United States	2697852	Wyeth
THE PUPPYSHOT	United States	1487386	Wyeth
TODAY	United States	1099237	Wyeth
TOMORROW	United States	1099238	Wyeth
TOMORROW	United States	1711100	Wyeth
TRIANGLE	United States	1089043	Wyeth

Mark Name	Country	Reg No [Appin No]	Current Owner
TRIANGLE DEVICE	United States	1279587	Wyeth
TRICHGUARD	United States	1740483	Wyeth
TRIVIB	United States	824778	Wyeth
TRIVIB 5L	United States	1258208	Wyeth
VETALAR	United States	917584	Wyeth
VETALOG	United States	890474	Wyeth Holdings Corporation
VETISULID	United States	727677	Wyeth Holdings Corporation
YOU'VE GOT THE POWER	United States	Common Law (unregister ed)	Wyeth

REDACTED