# CH \$165.00 2754578

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM341134

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			
SEQUENCE:	2			

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Embrex LLC		04/26/2015	LIMITED LIABILITY COMPANY:

### **RECEIVING PARTY DATA**

Name:	Zoetis Services LLC
Street Address:	100 Campus Drive
City:	Florham Park
State/Country:	NEW JERSEY
Postal Code:	07932
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2754578	EGG REMOVER
Registration Number:	1627944	EMBREX
Registration Number:	3237843	INOVOCOX
Registration Number:	4278119	VACCINE SAVER
Registration Number:	2204401	BURSAPLEX
Registration Number:	1624603	INOVOJECT

### **CORRESPONDENCE DATA**

**Fax Number:** 7037392815

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.

**Email:** iprecordals@cpaglobal.com, gpillai1@cpaglobal.com

Correspondent Name: CPA Global Limited
Address Line 1: Liberation House
Address Line 2: Castle Street

Address Line 4: St Helier, JERSEY JE1 1BL

NAME OF SUBMITTER:	Helen Birrell
SIGNATURE:	/H/BIRRELL/IPR/GP/ZOETIS EMBREX/AG6TM/
DATE SIGNED:	05/13/2015

TRADEMARK REEL: 005515 FRAME: 0062

900324448

# Total Attachments: 11 source=G403304\_Embrex\_LLC\_Trademark\_Assignment\_Certified Copy#page1.tif source=G403304\_Embrex\_LLC\_Trademark\_Assignment\_Certified Copy#page2.tif source=G403304\_Embrex\_LLC\_Trademark\_Assignment\_Certified Copy#page3.tif source=G403304\_Embrex\_LLC\_Trademark\_Assignment\_Certified Copy#page4.tif source=G403304\_Embrex\_LLC\_Trademark\_Assignment\_Certified Copy#page5.tif source=G403304\_Embrex\_LLC\_Trademark\_Assignment\_Certified Copy#page6.tif source=G403304\_Embrex\_LLC\_Trademark\_Assignment\_Certified Copy#page7.tif source=G403304\_Embrex\_LLC\_Trademark\_Assignment\_Certified Copy#page8.tif source=G403304\_Embrex\_LLC\_Trademark\_Assignment\_Certified Copy#page9.tif source=G403304\_Embrex\_LLC\_Trademark\_Assignment\_Certified Copy#page10.tif source=G403304\_Embrex\_LLC\_Trademark\_Assignment\_Certified Copy#page11.tif

## **AFFIDAVIT**

- I, <u>Barbara L. Renda</u>, <u>Attorney-in-Fact</u> of <u>Zoetis Services LLC</u>, a Limited Liability Company organized under the laws of Delaware, do hereby swear by virtue of my signature below, that:
  - I have access to the records of the company and am authorized to make this statement on behalf of the Company.
  - The attached is a true, complete and exact copy of the duly executed
     Trademark Assignment between Embrex LLC (f/k/a Embrex Inc.) and Zoetis
     Services LLC.

Zoetis Services LLC

Name: Barbara L. Renda

Title: Attorney-in-Fact

Sworn to before me this 7th day of May, 2015.

Notary Public

Victoria Branchs Notary Public of New Jersey My Commission Expires 4-9-2018

### TRADEMARK AND COPYRIGHT ASSIGNMENT

This TRADEMARK AND COPYRIGHT ASSIGNMENT (the "Assignment") is made effective as of April 26, 2015 (the "Effective Date"), by and between Embrex LLC (f/k/a Embrex, Inc.), a North Carolina limited liability company located at 1040 Swabia Ct., Durham, NC 27703 ("Assignor"), and Zoetis Services LLC, a Delaware limited liability company located at 100 Campus Drive, Florham Park, NJ, 07932 ("Assignee"). Assignor and Assignee may be 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 Asset Transfer Agreement (as defined herein).

### **RECITALS:**

WHEREAS, pursuant to the Asset Transfer Agreement, effective as of April 26, 2015, by and between Assignor, Assignee, and Zoetis PI LLC, Zoetis Holdings LLC, Zoetis WLC LLC, Zoetis Products LLC, Synbiotics LLC (f/k/a Synbiotics Corporation), Zoetis LLC, and Zoetis US LLC (f/k/a Zoetis B Inc.) (the "Transfer Agreement"), Assignor is assigning to the Assignee all of Assignor's right, title and interest in, to and under the Transferred Assets, including the trademark registrations, trademark applications, common law trademarks and domain names identified on Schedule A (the "Assigned Trademarks") and the registered copyrights and copyright applications identified on Schedule B hereto (the "Assigned Copyrights" and together with the Assigned Trademarks and Assigned Domain Names, the "Assigned IP").

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. <u>Conveyance</u>. Assignor hereby transfers, conveys and assigns to Assignee its entire right, title and interest in, to and under (a) the Assigned IP, for the United States and for all foreign countries, including any and all renewals and extensions and all rights of reversion and termination thereof and goodwill symbolized thereby (as applicable), 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 or violation of the Assigned IP.
- 2. <u>Issuance and Recordation</u>. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and Register of Copyrights of the United States and any official of any foreign country whose duty it is to issue trademarks and copyrights (as applicable) on applications as described above, to issue any and all Assigned IP to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks and Register of Copyrights, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the assignee and owner of the applicable Assigned IP. 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 IP.
- 3. <u>No Modification</u>. 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 Transfer Agreement. Without limiting the foregoing, in the event and to the extent that there shall be a conflict between the provisions of this Assignment and the provisions of the Transfer Agreement, the Transfer Agreement shall control.

- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 5. <u>Counterparts</u>. 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. <u>Interpretation</u>. 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. <u>Further Assurances</u>. 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 is governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law rules (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).
- 9. **Jurisdiction**. With respect to any suit, action or proceeding relating to this Assignment, each Party hereto irrevocably agrees and consents to be subject to the exclusive jurisdiction of the courts of the State of New York and any court of the United States located in the Borough of Manhattan in New York City; (b) waives any objection which such Party may have at any time to the laying of venue of any action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have jurisdiction over such Party; and (c) consents to the service of process at the address set forth for notices in the Transfer Agreement; provided, however, that such manner of service of process shall not preclude the service of process in any other manner permitted under applicable law.

[Signature page follows]

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

ASSIGNOR:

EMBREX LLC (F/K/A EMBREX, INC.)

ASSIGNEE:

ZOETIS SERVICES LLC

WITNESSED AS TO BOTH BY:

WITNESSED AS TO BOTH BY:

Name: Regina Benson

Nationality: American

Nationality: Arrerica A

Title: Executive Intellectual Governor Title: Service Trademak Condy: 1

Commercial address: 100 Camps, Drive 

Nationality: American

Florham Park, NT 09132

Signature Page

Δ.	d before me on this 28 day of 1701,
2015, by B <u>a/baya L. Rei</u> ddie <u>Vioekende</u>	title) of Embrex LLC (f/k/a Embrex, Inc.), a
limited liability company organized under the	ne laws of North Carolina, on behalf of said limited
liability company.	Notary Public in and for The [State/Commonwealth] of [North Fig. 1]  Land E. Dece Printed or Typed Name of Notary  My commission expires 5/03/2018
STATE OF ) )SS. COUNTY OF )	
This instrument was executed 2015, by John C. Martin, the	d before me on this 28 day of 4 pride, title) of Zoetis Services, a limited liability
company organized under the laws of Delay	Notary Public in and for The [State/Commonwealth] of [Now Jorsey]    Maureen Pasapane   Printed or Typed Name of Notary  My commission expires

# SCHEDULE A

# ASSIGNED TRADEMARKS

# Trademarks and trademark applications:

Mark Name	Country	Application	Application	Registration	Registration	Status
DUDGACICY	D 1	Date	No.	Date	No.	E1 1
BURSAFLEX	Brazil	07/31/2014	908053720			Filed
BURSAPLEX	Argentina	06/22/1998	3000882	06/07/2000	2439593	Registered
BURSAPLEX	Brazil	07/31/1998	820815802	06/05/2001	820815802	Registered
BURSAPLEX	Chile	06/10/1998	851009	02/16/2011	859726	Registered
BURSAPLEX	China P.R.	09/02/2003	3698714	01/21/2006	3698714	Registered
BURSAPLEX	Colombia	06/19/1998	98-035187	11/08/1999	222673	Registered
BURSAPLEX	Community Trademark	07/31/2001	CTM002334332	08/07/2011	CTM002334332	Registered
BURSAPLEX	India	06/11/1998	805687	05/30/2008	805687	Registered
BURSAPLEX	Indonesia	06/25/1998	R00-2008- 000811	08/06/2008	IDM000172274	Registered
BURSAPLEX	Iran	12/10/2001	8009623	05/29/2002	98909	Registered
BURSAPLEX	Malaysia	06/24/1998	98007504	08/26/2008	98007504	Registered
BURSAPLEX	Mexico	07/29/1998	341742	10/31/2008	587058	Registered
BURSAPLEX	Pakistan	06/13/1998	148493	06/13/1998	148493	Registered
BURSAPLEX	Saudi Arabia	07/28/2001	182/2	10/26/2011	624/15	Registered
BURSAPLEX	Taiwan	06/11/1998	87028225	05/01/2009	842873	Registered
BURSAPLEX	Thailand					Docket
BURSAPLEX	Turkey	07/30/2001	2001/014990	07/30/2011	2001/014990	Registered
BURSAPLEX	United States	01/14/2008	75/226045	01/14/2008	2204401	Registered
BURSAPLEX	Venezuela	12/28/1998	7739	09/10/1999	P215457	Registered
BURSAPLEX in Chinese Characters (an nang bao)	China P.R.	04/12/2010	8197717	04/14/2011	8197717	Registered
EGG REMOVER	Brazil	08/05/2005	827624964			Filed
EGG REMOVER	United States	01/31/2002	76/365409	08/19/2003	2754578	Registered

Schedule A

EMBREX	Argentina	06/24/2004	2523050	01/27/2014	2626257	Registered
EMBREX	Australia	12/22/2011	1466948	07/20/2012	1466948	Registered
EMBREX	Brazil	07/31/1998	820815772	06/05/2001	820815772	Registered
EMBREX	Brazil	07/31/1998	820815780	03/30/2004	820815780	Registered
EMBREX	Canada	08/13/1998	TMO887427	05/24/2000	TMA528248	Registered
EMBREX	China P.R.	12/15/1998	9800141361	03/28/2010	1377726	Registered
EMBREX	China P.R.	12/15/1998	9800141360	08/07/2010	1430040	Registered
EMBREX	Colombia	07/31/2001	1061977	03/07/2002	248559	Registered
EMBREX	Community Trademark	01/21/1997	CTM000453258	10/20/1998	CTM000453258	Registered
EMBREX	Egypt	08/13/2001	144543	04/26/2007	144543	Registered
EMBREX	India	07/30/2001	1031916	07/21/2011	1031916	Registered
EMBREX	Indonesia	07/30/1998	R002008003253	11/18/2008	IDM000184868	Registered
EMBREX	Indonesia	07/30/1998	R002008003254	11/18/2008	IDM000184869	Registered
EMBREX	Iran	12/10/2001	8009622	05/28/2002	98905	Registered
EMBREX	Japan	12/09/1992	322298/92	04/07/2009	4256295	Registered
EMBREX	Japan	12/09/1992	322299/92	01/31/1996	3118124	Registered
EMBREX	Korea South	07/30/1998	1998-19396	10/06/2009	455130	Registered
EMBREX	Malaysia	09/14/1998	98/10579	10/16/2008	98010579	Registered
EMBREX	Malaysia	09/14/1998	98/10578	11/10/2008	98010578	Registered
EMBREX	Mexico	04/16/2008	348524	09/24/2008	591227	Registered
EMBREX	Mexico	04/16/2008	348525	10/28/2008	594460	Registered
EMBREX	Pakistan	05/12/2008	172982	02/28/2011	172982	Registered
EMBREX	Poland	07/26/2001	Z-238851	02/17/2005	160823	Registered
EMBREX	Saudi Arabia	07/28/2001	182/1	10/26/2011	624/14	Registered
EMBREX	Taiwan	08/11/1998	87039156	07/16/2009	858780	Registered
EMBREX	Taiwan	08/11/1998	87039157	12/16/2009	873283	Registered
EMBREX	Thailand	09/09/1998	369104	09/09/1998	Kor91957	Registered

EMBREX	United States	02/05/1990	74025963	12/18/1990	1627944	Registered
EMBREX	Venezuela	12/03/1998	22382-1998			Filed
EMBREX	Venezuela	12/03/1998	22381-1998			Filed
EMBREX in Katakana	Japan	07/15/1993	75802/93	03/12/1997	3266417	Registered
INOVOCOX	Brazil	03/25/2002	824379985	04/25/2007	824379985	Registered
INOVOCOX	China P.R.	03/26/2003	3125735	06/07/2003	3125735	Registered
INOVOCOX	Colombia	04/01/2002	78/114222	06/25/2003	274982	Registered
INOVOCOX	Community Trademark	03/26/2002	CTM002630788	04/01/2012	CTM002630788	Registered
INOVOCOX	India	03/27/2002	1090168	03/27/2002	1090168	Registered
INOVOCOX	Indonesia	03/21/2002	R00-2012- 004708	12/22/2003	IDM000363455	Registered
INOVOCOX	Japan	03/19/2002	2002-21486	02/21/2003	4645300	Registered
INOVOCOX	Korea South	04/22/2002	40-2002- 0013312	08/22/2003	557233	Registered
INOVOCOX	Malaysia	03/12/2002	2002/04044	04/16/2002	2004044	Registered
INOVOCOX	Mexico	04/08/2002	542147	07/30/2002	757143	Registered
INOVOCOX	Saudi Arabia	03/29/2002	76019	07/28/2003	680/64	Registered
INOVOCOX	Taiwan	03/20/2002	91010245	11/16/2002	1022086	Registered
INOVOCOX	Thailand	03/28/2002	483922	03/28/2002	Kor170460	Registered
INOVOCOX	United States	10/15/2002	78114222	05/01/2007	3237843	Registered
INOVOCOX	Venezuela	03/21/2002	4308-2002	11/11/2005	P264477	Registered
INOVOJECT	Argentina	12/09/1998	2983257	03/03/2000	2458147	Registered
INOVOJECT	Australia	12/01/2011	1462745	07/13/2012	1462745	Registered
INOVOJECT	Brazil	07/31/1998	820815799	06/05/2001	820815799	Registered
INOVOJECT	Canada	08/13/1998	88742800	06/09/2000	TMA528891	Registered
INOVOJECT	China P.R.	12/15/1998	9800141362	07/07/2010	1417530	Registered
INOVOJECT	Community Trademark	01/21/1997	CTM000453183	01/31/2007	CTM000453183	Registered
INOVOJECT	Indonesia	07/30/1998	R002008003255	11/18/2008	IDM000184870	Registered
INOVOJECT	Japan	12/09/1992	322300/92	03/07/2006	3194045	Registered

INOVOJECT	Korea South	07/30/1998	1998-19397	10/05/2009	449310	Registered
INOVOJECT	Malaysia	09/14/1998	98/10580	10/16/2008	98-10580	Registered
INOVOJECT	Mexico	04/16/2008	348526	09/24/2008	594461	Registered
INOVOJECT	Taiwan	08/11/1998	87039158	06/16/2002	1001801	Registered
INOVOJECT	Thailand	09/09/1998	369105	09/09/1998	Kor101484	Registered
INOVOJECT	United States	02/05/1990	74/025964	11/27/1990	1624603	Registered
INOVOJECT	Venezuela	12/03/1998	07197	06/01/2001	P232482	Registered
INOVOJECT IN KATAKANA	Japan	06/25/1993	65223/93	09/19/2006	3270660	Registered
INOVOPLEX WITH KATAKANA	Japan	06/30/2011	2011-45591	01/20/2012	5464995	Registered
NEWPLEX	Argentina	03/04/2001	2333216	12/29/2004	2003654	Registered
NEWPLEX	Brazil	03/30/2001	823133060	11/28/2006	823133060	Registered
NEWPLEX	Chile	04/02/2001	970585	11/22/2001	609367	Registered
NEWPLEX	India	04/04/2001	1001370	04/04/2001	1001370	Registered
NEWPLEX	Iran	12/10/2001	8009624	05/29/2002	98908	Registered
NEWPLEX	Malaysia	03/27/2001	2001/04351	03/22/2011	1004351	Registered
NEWPLEX	Mexico	04/09/2001	480267	05/20/2011	719510	Registered
NEWPLEX	Pakistan	03/29/2001	719510			Filed
NEWPLEX	Saudi Arabia	04/02/2001	70391	01/13/2011	619/83	Registered
NEWPLEX	Turkey	04/12/2001	2001/006641	04/12/2011	2001/006641	Registered
POULJECT	Australia	01/28/2014	1602767	08/27/2014	1602767	Registered
POULJECT	Brazil	01/28/2014	840777280			Filed
POULJECT	Community Trademark	01/28/2014	12539532	06/26/2014	CTM012539532	Registered
POULJECT	Israel	01/28/2014	262408			Filed
POULJECT	Japan	01/28/2014	5708/2014	09/19/2014	5704048	Registered
THE IN OVO COMPANY	Argentina	07/02/2003	2441750	11/30/2004	2000798	Registered
THE IN OVO COMPANY	Brazil	06/30/2003	825572886	05/20/2008	825572886	Registered

Schedule A 4

THE IN OVO	Canada	06/26/2003	1182929	10/18/2005	650690	Registered
COMPANY						
THE IN OVO	China P.R.	07/10/2003	3627024	08/07/2005	3627024	Registered
COMPANY						
THE IN OVO	Colombia	07/03/2003	03-55991	06/25/2004	285073	Registered
COMPANY						
THE IN OVO	Community	06/24/2003	CTM003224227	09/15/2004	CTM003224227	Registered
COMPANY	Trademark					
THE IN OVO	Egypt	06/28/2003	160371	05/23/2007	160371	Registered
COMPANY						
THE IN OVO	India	09/22/2003	1239016	01/19/2006	1239016	Registered
COMPANY						
THE IN OVO	Japan	06/27/2003	2003-53540	12/17/2004	4825513	Registered
COMPANY						
THE IN OVO	Malaysia	07/16/2003	03008770	03/12/2003	2003-08770	Registered
COMPANY						
THE IN OVO	Mexico	07/23/2003	611290	12/03/2003	815850	Registered
COMPANY						
THE IN OVO	Poland	06/25/2003	Z-266622	04/10/2006	173693	Registered
COMPANY						
THE IN OVO	Saudi	07/04/2003	84030	10/23/2004	754/11	Registered
COMPANY	Arabia					
THE IN OVO	Taiwan	06/26/2003	92039917	07/01/2004	1109829	Registered
COMPANY						
VACCINE	Community	03/17/2000	CTM001568823	04/04/2010	CTM001568823	Registered
SAVER	Trademark					
VACCINE	Japan	04/26/2000	2000-044602	12/14/2010	4462415	Registered
SAVER						
VACCINE	United	10/11/2011	85444115	01/22/2013	4278119	Registered
SAVER	States					

# **SCHEDULE B**

# **ASSIGNED COPYRIGHTS**

None.

Schedule B

TRADEMARK REEL: 005515 FRAME: 0074

**RECORDED: 05/13/2015**