

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
genX international, Incorporated		03/29/2007	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CooperSurgical, Inc.		
<b>Street Address:</b>	95 Corporate Drive		
<b>City:</b>	Trumbull		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06611		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2741423	ROBERT G. EDWARDS CATHETER	
<b>Registration Number:</b>	2711240	EDWARDS-COHEN CATHETER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)732-3232		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-732-3200		
<b>Email:</b>	melnick@clm.com		
<b>Correspondent Name:</b>	Diane B. Melnick		
<b>Address Line 1:</b>	2 Wall St.		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	COO17 031		
<b>NAME OF SUBMITTER:</b>	Diane B. Melnick		
<b>Signature:</b>	/diane melnick/		
<b>Date:</b>	03/29/2007		

**CH \$65.00 2741423**

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

(registered trademarks)

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 29th day of March, 2007 (the "Closing Date"), by GENX INTERNATIONAL, INC., a Connecticut corporation, with its principal office at 393 Soundview Road, Guilford, CT, 06437-2970 ("Assignor"), in favor of COOPERSURGICAL, INC., a corporation organized under the laws of the State of Delaware, with its principal office at 95 Corporate Drive, Trumbull, CT 06611 ("Assignee").

Assignor owns all of the trademarks identified in Schedule 1 attached hereto (the "Trademarks").

Assignee wishes to acquire and Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and the United States trademark applications and trademark registrations therefor, and all goodwill related to or symbolized by such Trademarks.

ACCORDINGLY, to effect the transactions contemplated hereby and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and interest in and to the Trademarks and the use of such Trademarks, including, without limitation, all of the goodwill associated with or symbolized by the Trademarks, including any registrations, applications, extensions and renewals of the Trademarks, the right to sue for past, present and future infringement of the Trademarks, the right to assume any licenses connected with the Trademarks and the right to any other claim arising out of or relating to the use and ownership of the Trademarks, and all rights corresponding thereto.

2. Further Assurances. Assignor shall to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by Assignee to obtain the full benefit of this Assignment.

3. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

4. Governing Law. This Assignment shall be governed by the laws of the State of New York (regardless of the laws that might otherwise govern under applicable New York conflict of laws principles) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimile and electronic counterpart signatures to this Assignment shall be acceptable and binding.

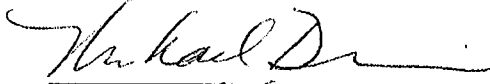
6. Representations and Warranties. Reference is made to the Bill of Sale and Assignment Agreement among Assignor, IVFOnline.com, LLC, and Assignee, of even date herewith for a statement of all representations, warranties and liabilities under this Assignment or in connection with the transactions contemplated hereby.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

**ASSIGNOR:**

**GENX INTERNATIONAL, INC.**

By:   
Name: Michael Cecchi  
Title: President

**ASSIGNEE:**

**COOPERSURGICAL, INC.**

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

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

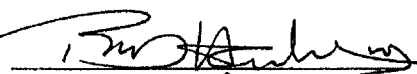
**ASSIGNOR:**

**GENX INTERNATIONAL, INC.**

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

**ASSIGNEE:**

**COOPERSURGICAL, INC.**

By:   
Name: Robert D. Ambrose, MD  
Title: Sr VP + Chief Medical Officer

**SCHEDULE 1**

**UNITED STATES TRADEMARKS**

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
ROBERT G. EDWARDS CATHETER®	76/425793	2,741,423	7/29/2003
EDWARDS-COHEN CATHETER®	76/425792	2,711,240	4/29/2003