## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | CORRECTIVE ASSIGNMENT  |
|-----------------------|--|
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Reg. No. 0281378, rather than 2861378 was inadvertently entered on the electronic recordation assignment filed on 08/21/2009. previously recorded on Reel 004050 Frame 0362. Assignor(s) hereby confirms the assignment of the entire interest and the good will of US Reg. No. 2861378. See paragraph 3 of Assignment of Trademark |

#### **CONVEYING PARTY DATA**

| Name            | Formerly | Execution Date | Entity Type                              |
|-----------------|----------|----------------|--|
| Bio-OriGyn, LLC |          | 108/20/2009    | LIMITED LIABILITY<br>COMPANY: WASHINGTON |

## **RECEIVING PARTY DATA**

| Name:           | INGfertility, LLC                     |  |
|-----------------|---------------------------------------|--|
| Street Address: | 7206 Spangle Creek Road               |  |
| City:           | Valleyford                            |  |
| State/Country:  | WASHINGTON                            |  |
| Postal Code:    | 99036                                 |  |
| Entity Type:    | LIMITED LIABILITY COMPANY: WASHINGTON |  |

## PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2861378 |           |

## **CORRESPONDENCE DATA**

(303)572-6540 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303-572-6500 Email: strongg@gtlaw.com Correspondent Name: Gayle L. Strong 1200 17th Street Address Line 1: Address Line 2: **Suite 2400** 

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER: 054849.010400

REEL: 004054 FRAME: 0726

**TRADEMARK** 

900142154

| NAME OF SUBMITTER:   | Gayle L. Strong  |
|--|--|
| Signature:   | /Gayle L. Strong/  |
| Date:  | 08/31/2009   |
| Total Attachments: 6 source=Confirmation Cover Sheet and Assissource=Confirmation Cover Sheet Assistant Cover Sheet Cove | ignment#page2.tif<br>ignment#page3.tif<br>ignment#page4.tif<br>ignment#page5.tif |

TRADEMARK
REEL: 004054 FRAME: 0727

TO: GAYLE L. STRONG COMPANY: 1200 17TH STREET

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

08/21/2009 900141576

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

#### **CONVEYING PARTY DATA**

| Name            | Formerly | Execution Date | Entity Type                              |
|-----------------|----------|----------------|--|
| Bio-OriGyn, LLC |          | 1108/20/2009   | LIMITED LIABILITY<br>COMPANY: WASHINGTON |

# **RECEIVING PARTY DATA**

| Name:           | INGfertility, LLC                     |  |
|-----------------|---------------------------------------|--|
| Street Address: | 17206 Spangle Creek Road              |  |
| City:           | Valleyford                            |  |
| State/Country:  | WASHINGTON                            |  |
| Postal Code:    | 99036                                 |  |
| Entity Type:    | LIMITED LIABILITY COMPANY: WASHINGTON |  |

#### PROPERTY NUMBERS Total: 2

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2972756 | PRE-SEED  |
| Registration Number: | 0281378 |           |

# CORRESPONDENCE DATA

Fax Number:

(303)572-6540

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

303-572-6500

Email: Correspondent Name: strongg@gtlaw.com Gayle L. Strong

Address Line 1:

1200 17th Street

Address Line 2:

Suite 2400

Address Line 4:

Denver, COLORADO 80202

| ATTORNEY DOCKET NUMBER: | 054849-010400     |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | Gayle L. Strong   |
| Signature:              | /Gayle L. Strong/ |

USPTO 8/25/2009 2:13:19 PM PAGE 5/005 Fax Server

TO:GAYLE L. STRONG COMPANY:1200 17TH STREET

| Date:  | 08/21/2009 |
|--|------------|
| Total Attachments: 2<br>source=Assignment#page1.tif<br>source=Assignment#page2.tif |            |

TRADEMARK REEL: 004054 FRAME: 0729

# Assignment of Trademark

WHEREAS, Bio-OriGyn, LLC, a Washington limited liability company having a principal place of business at 17206 Spangle Creek Road, Valleyford, Washington 99036 (hereinafter "Assignor") owns the trademarks and service marks as set forth on Schedule A (hereinafter referred to as "said marks") in connection with the goods and services set forth in those registrations; and

WHEREAS, INGfertility, LLC, (hereinafter "Assignee"), a Washington limited liability company having a principal place of business at 17206 Spangle Creek Road, Valleyford, Washington 99036, is a related company to Assignor and is desirous of acquiring any and all rights that Assignor may have in and to the said marks, together with the goodwill of the business in connection with which said marks is used and which is symbolized by said marks, along with the right to recover for damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest throughout the world in and to said marks, together with the goodwill of the business in connection with which said marks are used and which is symbolized by said marks, along with the rights to police, monitor and enforce said marks against any and all past infringements, and to sue for and recover damages and profits for past infringements thereof, together with any and all further privileges throughout the world to establish use, ownership, and/or registration thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said marks in the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademarks, service marks, and trade name rights, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to said marks, at Assignee's expense.

Assignor: Bio-OriGyn, LLC
By: Dennis Clifton

Its: <u>CEO/President</u>
Date: <u>August 20, 2009</u>

1 Assignment of Trademark

DEN 96,996,264v1 8-18-09

# **SCHEDULE A**

PRE-SEED ® U.S. Registration No. 2972756 issued July 19, 2005

PRE-SEED ® New Zealand Registration No. 792474 issued July 9, 2008



U.S. Registration No. 2861378 issued July 6, 2004

2 Assignment of Trademark

DEN 96,996,264v1 8-18-09

**RECORDED: 08/31/2009** 

TRADEMARK REEL: 004054 FRAME: 0731