

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ST Reproductive Technologies, LLC		06/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Compass Bank, as Administrative Agent		
Street Address:	1703 W. 5th Street, Suite 500		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78703		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85550667	ST REPRO	
Serial Number:	85550282	ST REPRO	
CORRESPONDENCE DATA			
Fax Number:	2147568113		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(512) 305-4807		
Email:	sritchie@lockelord.com		
Correspondent Name:	L. Jeffrey Hubenak		
Address Line 1:	100 Congress Avenue, Suite 300		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	001402000346		
NAME OF SUBMITTER:	L. Jeffrey Hubenak		
Signature:	/L. Jeffrey Hubenak/		

CH \$65.00 85550667

Date:

09/07/2012

Total Attachments: 10

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**PATENT AND TRADEMARK SECURITY AGREEMENT
(ST REPRODUCTIVE TECHNOLOGIES, LLC)**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 1, 2012, is by and between ST REPRODUCTIVE TECHNOLOGIES, LLC, a Delaware limited liability company, whose address is 22575 State Highway 6 South, Navasota, Texas 77868 ("Debtor"), and COMPASS BANK, an Alabama banking corporation, whose address is 1703 W. 5th Street, Suite 500, Austin, Texas 78703, Attention: Ms. Sylvia Maggio, in its capacity as Administrative Agent (in such capacity, together with its successors and assigns in such capacity, the "Secured Party"), under the Credit Agreement described below.

WHEREAS, INGURAN, LLC, a Delaware limited liability company doing business as Sexing Technologies ("Borrower"), Secured Party and the lenders now or hereafter a party thereto (collectively the "Lenders") have entered into that certain Amended and Restated Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Debtor, Secured Party and certain other subsidiaries of Borrower have entered into an Amended and Restated Security Agreement (Domestic Subsidiaries) of even date herewith (as said Amended and Restated Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein; and

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement in accordance with the specific terms of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Secured Party, for the benefit of Secured Party, the Lenders and any other holders of any of the Obligations, a continuing security interest in all of Debtor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations (as defined in the Security Agreement):

(a) any and all patents and patent applications (including, without limitation, each patents and patent applications listed on Schedule 1 attached hereto), together with (i) all inventions and improvements described and claimed therein, (ii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements thereof, and (v) all rights corresponding to any of the foregoing throughout the world;

(b) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 2 attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(c) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(d) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(e) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Secured Party, for the benefit of Secured Party, the Lenders and any other holders of any of the Obligations, pursuant to the General Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Credit Documents. The attached Schedules 1 and 2 are incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party, the Lenders, any other holders of any of the Obligations and their respective successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

ST REPRODUCTIVE TECHNOLOGIES, LLC,
a Delaware limited liability company

By: *M. Rosen*
Name: Maurice Rosenstein
Title: Co-CEO

"Secured Party"

COMPASS BANK, an Alabama banking corporation,
as Administrative Agent

By: _____
Name: _____
Title: _____

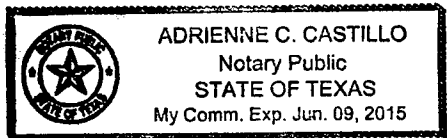
Attachment:

- Schedule 1 – Patents and Applications
- Schedule 2 - Trademarks

THE STATE OF TEXAS §
 §
COUNTY OF Brazos §

This instrument was acknowledged before me on June 1st, 2012, by Maurice Rosenstein, Co-CEO of ST Reproductive Technologies, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Adrienne C Castillo
Notary Public in and for the State of Texas
Printed Name: Adrienne C Castillo
My Commission Expires:
June 09, 2015



IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

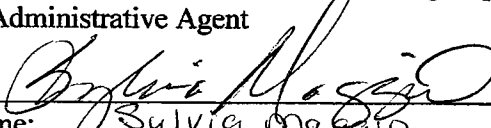
"Debtor"

ST REPRODUCTIVE TECHNOLOGIES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

"Secured Party"

COMPASS BANK, an Alabama banking corporation,
as Administrative Agent

By: 
Name: Sylvia Maggato
Title: SVP

Attachment:

Schedule 1 – Patents and Applications

Schedule 2 - Trademarks

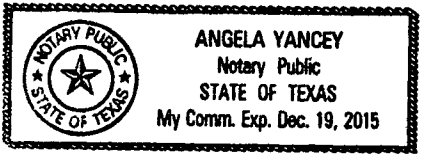
THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2012, by _____, _____ of ST Reproductive Technologies, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on June 1, 2012, by Sylvia maggio, SRP of Compass Bank, an Alabama banking corporation acting in its capacity as Administrative Agent, on behalf of said corporation acting in said capacity.



Angela Yancey
Notary Public in and for the State of Texas
Printed Name: Angela Yancey
My Commission Expires: 12-19-15

**SCHEDULE 1 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS

(See attached Patent & Patent Application Listing)

Application

Case Number	Country	Sub Case	CaseType	Status	App Number	File Date	Pat Number	Iss Date
RT-1, Transport	FR		ORD	Granted	0213161	22-Oct-2002	0213161	17-Jun-2005
RT-10 Dry Shpr	US		PCT	Allowed	12/450,543	28-Sep-2009	8,157,118	17-Apr-2012
RT-10 Dry Shpr	AU		PCT	Granted	2008238089	25-Mar-2008	2008238089	15-Mar-2012
RT-10 Dry Shpr	NZ		PCT	Granted	580727	25-Mar-2008	580727	07-Nov-2011
RT-10 Dry Shpr	RU		PCT	Granted	2009135858	25-Mar-2008	2009135858	25-Mar-2008
RT-10 Dry Shpr	AU	1	PCT	Pending	2012201156	28-Feb-2012		
RT-10 Dry Shpr	BR		PCT	Pending	PI 0809682-1	25-Mar-2008		
RT-10 Dry Shpr	MX		PCT	Pending	MX/a/2009/010295	25-Mar-2008		
RT-10 Dry Shpr	US	1	CON	Pending	13/422,720	16-Mar-2012		
RT-10 Dry Shpr	CA		PCT	Published	2,682,272	25-Mar-2008		
RT-10 Dry Shpr	CN		PCT	Published	200880010492.5	25-Mar-2008		
RT-10 Dry Shpr	EP		PCT	Published	08718188.9	28-Mar-2008		
RT-10 Dry Shpr	HK		RCN	Published	10104495.0	25-Mar-2008		
RT-10 Dry Shpr	IN		PCT	Published	3720/KOLNP/2009	26-Oct-2009		
RT-10 Dry Shpr	JP		PCT	Published	2010-500249	25-Mar-2008		
RT-10 Dry Shpr	KR		PCT	Published	10-2009-7020067	25-Mar-2008		
RT-12, Cryocane	US	NP	ORD	Published	13/092,684	22-Apr-2011		
RT-12, Cryocane	WO		ORD	Published	PCT/US2011/33599	22-Apr-2011		
RT-13 Suspending	WO		ORD	Pending	PCT/US2011/037034	18-May-2011		
RT-14-1 Cntr 3p	AU	1 IN	UTM	Granted	2011100193	15-Feb-2011	2011100193	11-Oct-2011
RT-14-1 Cntr 3p	AU	Dsn1	DES	Granted	10847/2011	04-Mar-2011	335756	06-Apr-2011
RT-14-1 Cntr 3p	AU	Dsn2	DES	Granted	10848/2011	04-Mar-2011	335757	06-Apr-2011
RT-14-1 Cntr 3p	AU	Dsn3	DES	Granted	10850/2011	04-Mar-2011	335759	06-Apr-2011
RT-14-1 Cntr 3p	AU	Dsn4	DES	Granted	10849/2011	04-Mar-2011	335758	06-Apr-2011
RT-14-1 Cntr 3p	US	Dsn2	DES	Granted	29/388,682	31-Mar-2011	US D654,229 S	14-Feb-2012
RT-14-1 Cntr 3p	PA	1 NP	ORD	Pending	89190	02-Mar-2011		
RT-14-1 Cntr 3p	TR	1 Ut	UTM	Pending	2011/03588	13-Apr-2011		
RT-14-1 Cntr 3p	US	Dsn1	DES	Pending	29/384,300	28-Jan-2011		
RT-14-1 Cntr 3p	AR	1 NP	ORD	Published	P11 01 00698	04-Mar-2011		
RT-14-1 Cntr 3p	US	US 1	ORD	Published	13/051,754	18-Mar-2011		
RT-14-1 Cntr 3p	US	US 2	ORD	Published	13/051,845	18-Mar-2011		
RT-14-1 Cntr 3p	US	US 3	ORD	Published	13/051,907	18-Mar-2011		

TRADEMARK

REEL: 004857 FRAME: 0575

RT-14-1 Cntr 3p	US	US 4	ORD	Published	13/051,943	18-Mar-2011			
RT-14-1 Cntr 3p	US	US 5	ORD	Published	13/052,159	21-Mar-2011			
RT-14-1 Cntr 3p	US	US 6	ORD	Published	13/087,583	15-Apr-2011			
RT-14-1 Cntr 3p	UY	1 NP	ORD	Published	33.352	16-Feb-2011			
RT-14-1 Cntr 3p	WO	1pct	ORD	Published	PCT/US2011/24602	11-Feb-2011			
RT-14-1 Cntr 3p	NZ	Dsn1	DES	Registered	414638	04-Mar-2011	414638		18-Oct-2011
RT-14-1 Cntr 3p	NZ	Dsn2	DES	Registered	415373	04-Mar-2011	415373		21-Oct-2011
RT-14-1 Cntr 3p	NZ	Dsn3	DES	Registered	415374	04-Mar-2011	415374		21-Oct-2011
RT-14-1 Cntr 3p	NZ	Dsn4	DES	Registered	415375	04-Mar-2011	415375		21-Oct-2011
RT-14-2 Cntr 4pr	AR	2 NP	ORD	Pending	P11 01 02756	29-Jul-2011			
RT-14-2 Cntr 4pr	PA	2 NP	ORD	Pending	89393	04-Aug-2011			
RT-14-2 Cntr 4pr	US	1	PRO	Pending	61/636,397	20-Apr-2012			
RT-14-2 Cntr 4pr	UY	2 NP	ORD	Pending	33.544	02-Aug-2011			
RT-14-2 Cntr 4pr	WO		ORD	Published	PCT/US2011/046237	02-Aug-2011			
RT-15 Dry Mover	FR	1	ORD	Pending	11/54452	23-May-2011			
RT-15 Dry Mover	FR		DES	Published	11/2634	24-May-2011			
RT-2,CarryCont	FR		ORD	Granted	0350699	17-Oct-2003	0350699		04-Mar-2005
RT-5,VerticalTrn	DE		EPC	Granted	03767933.9	20-Oct-2003	1554180		10-Jan-2007
RT-5,VerticalTrn	EP		PCT	Granted	03767933.9	20-Oct-2003	1554180		10-Jan-2007
RT-5,VerticalTrn	FR		EPC	Granted	03767933.9	20-Oct-2003	1554180		10-Jan-2007
RT-5,VerticalTrn	GB		EPC	Granted	03767933.9	20-Oct-2003	1554180		10-Jan-2007
RT-5,VerticalTrn	US		PCT	Granted	10/532,306	22-Apr-2005	7,325,690		05-Feb-2008
RT-6,InsulTrans	FR		ORD	Granted	0054114	29-Mar-2007	0754114		21-Aug-2009
RT-7,VacuumFlask	FR		ORD	Granted	0450618	30-Mar-2004	0450618		06-Jun-2008
RT-8, Ampoule	FR		DIV	Granted	0851452	06-Mar-2008	0851452		23-Oct-2009

**SCHEDULE 2 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

TM # Name	Cntry/Class	Application No.	Status	R or TM
ST REPRO	US	85550667	Pending	TM/Design
ST Repro	US	85550282	Pending	TM/Word Mark