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
Inguran, LLC		106/01/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Compass Bank, as Administrative Agent
Street Address:	1703 W. 5th St., Suite 500
City:	Austin
State/Country:	TEXAS
Postal Code:	78703
Entity Type:	CORPORATION: ALABAMA

PROPERTY NUMBERS Total: 13

900233044

Property Type	Number	Word Mark
Serial Number:	85604181	ST WAGYU
Serial Number:	85604221	INGURAN WAGYU
Serial Number:	85604235	SEXING TECHNOLOGIES WAGYU
Serial Number:	85604186	AKAUSHI
Serial Number:	85604202	WAGYU
Serial Number:	85552693	
Serial Number:	85552641	ST
Serial Number:	85480829	GENOMICPRO
Serial Number:	85604093	ST AKAUSHI
Serial Number:	85604151	SEXING TECHNOLOGIES AKAUSHI
Serial Number:	85604166	INGURAN AKAUSHI
Registration Number:	3617594	SEXING TECHNOLOGIES
Registration Number:	3564718	SEXING TECHNOLOGIES

TRADEMARK

REEL: 004857 FRAME: 0884

CORRESPONDENCE DATA

Fax Number: 2147568113

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (512) 305-4807

Email: sritchie@lockelord.com

Correspondent Name: L. Jeffrey Hubenak % Locke Lord 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/
Date:	09/10/2012

Total Attachments: 13

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AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (Inguran, LLC)

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 1, 2012, is by and between INGURAN, LLC, a Delaware limited liability company doing business as Sexing Technologies, 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, Debtor and Compass Bank previously have entered into that certain Patent and Trademark Security Agreement dated November 12, 2009 (the "Original Security Agreement"). In connection with an increase and conversion of the credit facilities covered by the Original Security Agreement to a syndicated credit facility, Debtor and Secured Party now desire to amend and restate the Original Security Agreement in its entirety. Accordingly, the Original Security Agreement is hereby amended and restated in its entirety to hereafter be and read as follows, and this amended and restated Agreement is given in replacement and substitution for the Original Security Agreement;

WHEREAS, Debtor, 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 and Secured Party have entered into an Amended and Restated Security Agreement (Borrower) 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. <u>Grant of Security Interest</u>. 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 "<u>Collateral</u>"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations (as defined in the Credit Agreement):

1

- (a) any and all patents and patent applications (including, without limitation, each patents and patent applications listed on <u>Schedule 1</u> 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.
- 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. 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]

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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"
	INGURAN, LLC, a Delaware limited liability company doing business as Sexing (Technologies By: Name: Maurice Rosenstein Title: Co - C = 0
	"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 BYA705 §	
This instrument was acknowledge Ville Company doing business as Sexir company.	of Inguran, LLC, a Delaware limited ag Technologies, on behalf of said limited liability
ADRIENNE C. CASTILLO Notary Public STATE OF TEXAS My Comm. Exp. Jun. 09, 2015	Notary Public in and for the State of Texas Printed Name: Advicance 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"
	INGURAN, LLC, a Delaware limited liability company doing business as Sexing Technologies
	By: Name: Title:
	"Secured Party"
	COMPASS BANK, an Alabama banking corporation, as Administrative Agent
	By: Sylvial Maggio Title: Syl
Attachment:	
Schedule 1 – Patents and Applications Schedule 2 - Trademarks	
THE STATE OF TEXAS §	
COUNTY OF §	
This instrument was acknowledg	ed before me on, 2012, by of Inguran, LLC, a Delaware limited ng Technologies, on behalf of said limited liability
liability company doing business as Sexi company.	ng Technologies, on behalf of said limited liability
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	Notary Public in and for the State of Texas Printed Name:
	My Commission Expires:
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COUNTY OF TRAVIS	§ §
This instrument was accomposition acting corporation acting in said capacity.	knowledged before me on twick, 2012, by of Compass Bank, an g in its capacity as Administrative Agent, on behalf of said
	Notary Public in and for the State of Texas
ANGELA YANCEY Notery Public STATE OF TEXAS AND COMMENT FOR DOLD 10 2015	Printed Name: Argelic Garcer My Commission Expires: 12-19-15
My Comm. Exp. Dec. 19, 2015	

THE STATE OF TEXAS

SCHEDULE 1 TO AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

(See attached Patent and Patent Application Listing)

SCHEDULE 1 - Page 1

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I-02 Pulse	I-01 Low Motilit	1-01 Low Motilit	I-01 Low Motilit	CMI-01 Remote	CMI-01 Remote	CMI-01 Remote	CMI-01 Remote	CMI-01 Remote	CMI-01 Remote	CMI-01 Remote	CMI-01 Remote	CMI-01 Remote	CMI-01 Remote	CaseNumber																		
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04749513.0	2010200961	2004225436	P040101044	13/181,150	13/106,727	13/109,640	13/106,671	2008-314414	2007-506461	5685/DELNP/2006	10178442.9	09014128.4	200580017370.5	2,561,661	PI0509488-7	201210040778.6	11/092,313	550196	PA/a/2006/011344	2005228893	05731409.8	12/736,684	2011-507470	4099/KOLNP/2010	09739245.0	200980124810.5	P080104850	2,725,423	PI 0912002-5	2009241769	12/151,156	App Number
29-Mar-2004	12-Mar-2010	29-Mar-2004	29-Mar-2004	12-Jul-2011	12-May-2011	17-May-2011	12-May-2011	10-Dec-2008	29-Mar-2005	21-Feb-2012	29-Mar-2005	29-Mar-2005	29-Mar-2005	29-Mar-2005	29-Mar-2005	29-Oct-2010	01-May-2009	01-May-2009	01-May-2009	01-May-2009	01-May-2009	01-May-2009	01-May-2009	01-May-2009	02-May-2008	Fil Date						
1608963	2010200961	2004225436	AR043956B1														7,838,210	550196	283764	2005228893											8,060,353	Pat Number
30-Dec-2009	29-Mar-2012	01-Apr-2010	23-Feb-2010														23-Nov-2010	08-Mar-2011	08-Feb-2011	02-Dec-2010											15-Nov-2011	Iss Date

I-02 Pulse	I-02 Pulse	I-02 Pulse	1-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	1-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse													
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Published	Published	Published	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Pending	Granted	Granted	Granted	Granted	Granted	Granted	Granted	Granted	Granted	Granted	Granted							
2012200707	2012200712	P100100108	13/422,705	MX/a/2012/001051	MX/a/2009/001992	2012-008334	1262/DELNP/2010	11110146.9	11110145.0	10184283.9	2,752,247	2,752,312	2,752,218	2,752,244	2012200711	2005/07151	12/794,921	12/404,931	10/812,351	577678	564309	04749513.0	PA/a/2009/001991	PA/a/2005/010492	2006-509457	3937/DELNP/2005	04749513.0	04749513.0	04749513.0	04749513.0	04749513.0	04749513.0	200480014339.1
07-Feb-2012	07-Feb-2012	29-Mar-2004	16-Mar-2012	24-Jan-2012	20-Feb-2009	18-Jan-2012	23-Feb-2010	04-Nov-2011	04-Nov-2011	29-Mar-2004	07-Sep-2011	07-Sep-2011	07-Sep-2011	07-Sep-2011	07-Feb-2012	29-Mar-2004	07-Jun-2010	16-Mar-2009	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004
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I-03 PYRUVATE	I-03 PYRUVATE	I-03 PYRUVATE	I-02 Pulse	I-02 Pulse	1-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	i-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse	I-02 Pulse				
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05731399.1	05731399.1	05731399.1	05731399.1	05731399.1	05731399.1	2005228046	13/106,705	587918	2010-108540	10111412.5	10184282.1	10184852.1	10184426.4	10184868.7	10184840.6	10184303.5	10185957.7	10183943.9	10184018.9	10184321.7	10184098.1	10184826.5	10184240.9	10184180.7	10184097.3	10183913.2	09014407.2	200910146867.7	2,518,882	P10408857-3;	2012200713	2012200706	2012200709
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1730523	1730523	1730523	1730523	602005018907.6	1730523	2005228046																											
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04758585.6	542688	04758585.6	PA/a/2005/010478	04758585.6	04758585.6	04758585.6	04758585.6	DE602004008241	200480014519.X	2004226343	PA/a/2006/011345	2008-314417	2007-506489	5684/DELNP/2006	5731144.1	200580017376.2	2,561,519	P10509485-2	P050101215	11/092,338	550198	2005229073	2007-506488	5686/DELNP/2006	200580017377.7	2,561,681	PI0509466-6	P050101213	05731399.1	11/092,509	550197	05731399.1	PA/a/2006/011346
29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2004	29-Mar-2005	10-Dec-2008	29-Mar-2005	29-Sep-2006	29-Mar-2005	29-Mar-2005	29-Mar-2005	29-Mar-2005	30-Mar-2005	29-Mar-2005	29-Mar-2005	29-Mar-2005	29-Mar-2005	29-Sep-2006	29-Mar-2005	29-Mar-2005	29-Mar-2005	29-Mar-2005	29-Mar-2005	29-Mar-2005	29-Mar-2005	29-Mar-2005	29-Sep-2006
1608382	542688	1608382	263809	1608382	1608382	1608382	1608382	1608382	ZL200480014519.X	2004226343										7,892,725	550198	2005229073								7,998,700	550197	1730523	274539
15-Aug-2007	09-Oct-2008	15-Aug-2007	14-Jan-2009	15-Aug-2007	15-Aug-2007	15-Aug-2007	15-Aug-2007	15-Aug-2007	< 09-Apr-2008	22-Jan-2009										22-Feb-2011	08-Apr-2010	02-Dec-2010								16-Aug-2011	11-Feb-2010	13-Jan-2010	18-Mar-2010

ST-29 Mixed Dyes	ST-28 yellow6dye	ST-24,Diode Lsr	ST-22, B-12	ST-22, B-12	ST-22, B-12	ST-21, Concent	ST-17,LaserStr	ST-17,LaserStr	ST-17,LaserStr	ST-16 3 Stream	ST-16 3 Stream	ST-15 Vitrific	ST-14 Hlpr Embry	ST-14 Hlpr Embry	ST-12 Heterosprm	ST-12 Heterosprm	ST-12 Heterosprm	ST-12 Heterosprm	ST-11 Quinilones	ST-10, DNA Frag	ST-10, DNA Frag	I-06 ZAP SPERM	1-06 ZAP SPERM	I-06 ZAP SPERM	I-06 ZAP SPERM	I-06 ZAP SPERM	1-06 ZAP SPERM	I-06 ZAP SPERM	I-06 ZAP SPERM	I-06 ZAP SPERM	I-05 WARM STAIN
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61/541,451	61/541,438	61/485,566	61/570,691	61/569,143	61/492,151	61/498464	PCT/US2012/033920	13/448,948	61/483,490	61/506,918	61/489,996	PCT/US2011/048095	PCT/US2011/001135	13/168,707	PCT/US2011/01052	33.438	13/185,400	P11 01 01980	PCT/US10/62598	PCT/US2010/054549		MX/a/2007/000888	729/DELNP/2007	10182063.7	200580030309.4	2,574,499	PI0513685-7	P 05 01 03054	11/572,376	2005266930	10/811,593
30-Sep-2011	30-Sep-2011	12-May-2011	14-Dec-2011	09-Dec-2011	01-Jun-2011	17-Jun-2011	17-Apr-2012	17-Apr-2012	06-May-2011	12-Jul-2011	25-May-2011	17-Aug-2011	24-Jun-2011	24-Jun-2011	08-Jun-2011	08-Jun-2011	18-Jul-2011	08-Jun-2011	30-Dec-2010	28-Oct-2010	19-Apr-2012	22-Jul-2005	22-Jul-2005	22-Jul-2005	22-Jul-2005	22-Jul-2005	22-Jul-2005	22-Jul-2005	07-Aug-2007	22-Jul-2005	29-Mar-2004
																													7,833,147	2005266930	7,335,507

26-Feb-2008 06-Jan-2011 16-Nov-2010

SCHEDULE 2 TO AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TM # Name	Cntry/Class	Application No.	Status	R or TM			
Sex Tech	US		Pending	TM			
ST WAGYU	US	85604181	Pending	TM/Word Mark			
INGURAN WAGYU	US	85604221	Pending	TM/Word Mark			
SEXING TECHNOLOGIES WAGYU	US	85604235	Pending	TM/Word Mark			
AKAUSHI	US	85604186	Pending	TM/Word Mark			
WAGYU	US	85604202	Pending	TM/Word Mark			
g	US	85552693	Pending	TM/Design			
STg	US	85552641	Pending	TM/Design			
GenomicPro	US	85480829	Pending	TM/Word Mark			
ST AKAUSHI	US	85604093	Pending	TM/Word Mark			
SEXING TECHNOLOGIES AKAUSHI	US	85604151	Pending	TM/Word Mark			
INGURAN AKAUSHI	US	85604166	Pending	TM/Word Mark			
Sexing Technologies	US	3,617,594	Registered	TM/Word Mark			
Sexing Technologies	US	3,564,718	Registered	TM/Design			
Sexing Technologies	CA	1,353,832	Pending	TM/Word Mark			
Sexing Technologies	CA	1,353,833	Registered	TM/Design			
Sexing Technologies	EP	60652288	Pending	TM/Work Mark			
Sexing Technologies	EP	60655551	Pending	TM/Design			

SCHEDULE 2 - Page 1

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TRADEMARK REEL: 004857 FRAME: 0898

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