

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inova Management Company		03/13/2014	PARTNERSHIP: NEVADA
Ghanima Maassarani		03/13/2014	INDIVIDUAL: UNITED STATES
Geoffrey Sher		03/13/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Inova Management Co., LLC		
Street Address:	5320 S. Rainbow Blvd., Suite 300		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89118		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3255493		
Registration Number:	3048161	SIRM	
Registration Number:	3272083	SHER INSTITUTES FOR REPRODUCTIVE MEDICIN	
Registration Number:	3002978	OBRS	
Registration Number:	3123437	HAVEABABY.COM	
Registration Number:	4092126	EZ-IVF	
Registration Number:	3293791	"FROM INFERTILITY TO FAMILY"	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-372-2000		
Email:	jmikulina@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	093019-0012		
NAME OF SUBMITTER:	Jennifer M. Mikulina		

CH \$190.00 3255493

SIGNATURE:	/Jennifer M. Mikulina/
DATE SIGNED:	03/25/2014
Total Attachments: 4 source=inova assignment#page1.tif source=inova assignment#page2.tif source=inova assignment#page3.tif source=inova assignment#page4.tif	

TRADEMARK ASSIGNMENT

[March 28, 2014]

WHEREAS, Inova Management Company, a Nevada partnership (the "Partnership"), Ghanima Maassarani, an individual ("Maassarani"), and Geoffrey Sher, M.D., an individual ("Sher"), and together with the Partnership and Maassarani, collectively the "Assignors"), own certain trademarks listed on the attached Exhibit A (the "Trademarks");

WHEREAS, Maassarani and Sher together own one hundred percent (100%) of the partnership interests of the Partnership;

WHEREAS, Maassarani and Sher are parties to that certain Asset Purchase and Contribution Agreement, dated January 31, 2014 (the "Purchase Agreement"), which requires, among other things, that pursuant to Section 4.11 of the Purchase Agreement, the Seller Parties cause each of the Affiliated Parties (including the Partnership), to sell, transfer, convey and deliver to the Selling Companies all of their respective right, title, and interest in and to the Affiliated Party Assets, free and clear of all Encumbrances, other than Permitted Encumbrances;

WHEREAS, the Affiliated Party Assets are defined to include the Trademarks;


WHEREAS, to comply with Section 4.11 of the Purchase Agreement, Assignors now desire to sell, transfer, and assign all of their right, title, and interest in and to the Trademarks, together with all of the goodwill of the business associated with its rights in the Trademarks, to Inova Management Co., LLC, a Nevada limited liability company ("Assignee");

WHEREAS, the parties wish to memorialize the assignment, transfer and sale of Assignors' interest in and to the Trademarks, together with all of the goodwill of the business associated with the Trademarks, to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration as set forth in the Purchase Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignors hereby assign, transfer and convey to Assignee all right, title and interest in and to the Trademarks, in the United States and any foreign country, and all of the goodwill of the business associated with the Trademarks, together with that portion of Assignors' business to which the Trademarks pertain, and all claims for damages by reason of past or current infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors agree to undertake any such other acts, and shall execute, acknowledge and/or deliver any such other instruments, documents and other materials in order to consummate the transaction and perfect, protect and enforce the rights assigned to the Assignee described in this Trademark Assignment.

EXHIBIT A

Trademark	Application Number (Application Date)	Registration Number (Registration Date)
	78-846155 (March 25, 2006)	3,255,493 (June 26, 2007)
SIRM	76-623947 (December 10, 2004)	3,048,161 (January 24, 2006)
SHER INSTITUTES FOR REPRODUCTIVE MEDICINE	78-846157) (March 25, 2006)	3,272,083 (July 31, 2007)
OBRS	78-976334) (February 1, 2004)	3,002,978 (September 27, 2005)
HAVEABABY.COM	78-688240 (August 9, 2005)	3,123,437 (August 1, 2006)
EZ-IVF	85-183900 (November 23, 2010)	4,092,126 (January 24, 2012)
"FROM INFERTILITY TO FAMILY"	78-846156 March 25, 2006	3,293,791 (September 18, 2007)

This agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignors and Assignee. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Purchase Agreement.

* * * * *

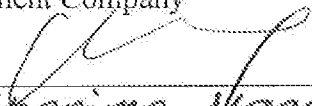
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

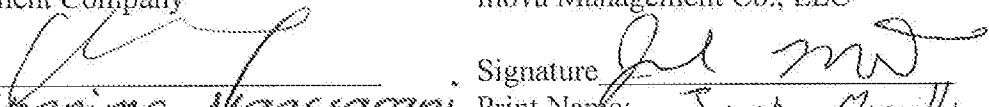
ASSIGNORS:

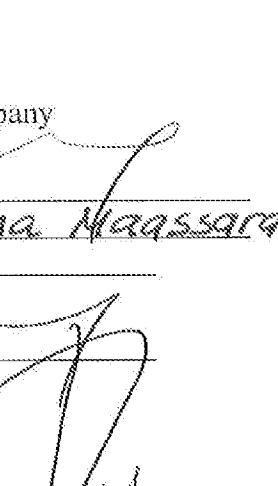
ASSIGNEE:

Inova Management Company


Inova Management Co., LLC

Signature: 
Print Name: Ghanima Maassarani
Title: CEO

Signature: 
Print Name: Joseph Mowitts
Title: COO



Ghanima Maassarani



Geoffrey Sher, M.D.