

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM474558

| | | | |
|-----------------------------------|-----------------------|--|---|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LifeGlobal Group, LLC | | 04/03/2018 | Corporation: CONNECTICUT Connecticut limited liability company |
| RECEIVING PARTY DATA | | | |
| Name: | CooperSurgical, Inc. | | |
| Street Address: | 95 Corporate Drive | | |
| City: | Trumbull | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06611 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 49 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2393510 | CODA | |
| Registration Number: | 2489151 | | |
| Registration Number: | 2522625 | GLOBAL | |
| Registration Number: | 2537480 | VIRTUALLY EVERYTHING IVFONLINE | |
| Registration Number: | 2567125 | CODA TOWER | |
| Registration Number: | 2573327 | CODA FILTER SYSTEM | |
| Registration Number: | 2647564 | THE VOC REMOVER | |
| Registration Number: | 2697805 | ALLGRAD | |
| Registration Number: | 2715694 | LIFEGLOBAL | |
| Registration Number: | 2761481 | EVOLVE | |
| Registration Number: | 2770551 | GENX | |
| Registration Number: | 2809707 | PIONEER PRO-PUMP | |
| Registration Number: | 2816908 | | |
| Registration Number: | 2829591 | CODA LO-BOY | |
| Registration Number: | 2859085 | WWW.IVFONLINE.COM | |
| Registration Number: | 3055821 | EMBRYO CORRAL | |
| Registration Number: | 3141340 | FERTILEAGE | |
| Registration Number: | 3387043 | LOTUS FLOWER | |
| Registration Number: | 3431257 | EMBRYOGPS | |

CH. \$1240.00 2393510

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 3433764 | LET THE EMBRYOS CHOOSE |
| Registration Number: | 3471571 | CODA INLINE |
| Registration Number: | 3471572 | INLINE |
| Registration Number: | 3471574 | XTRA INLINE |
| Registration Number: | 3523540 | LO-BOY |
| Registration Number: | 3600773 | ZENITH |
| Registration Number: | 3678187 | UNIVERSAL |
| Registration Number: | 3694502 | UNIVERSAL GPS |
| Registration Number: | 3702460 | REHAB |
| Registration Number: | 4036660 | SAFEGUARD |
| Registration Number: | 4036661 | LIFEGUARD |
| Registration Number: | 4036662 | LITEOIL |
| Registration Number: | 4051167 | GLOBAL TOTAL |
| Registration Number: | 4061754 | FAST FREEZE |
| Registration Number: | 4061755 | FAST FREEZE |
| Registration Number: | 4094873 | HEPATO GRO |
| Registration Number: | 4239584 | AERO |
| Registration Number: | 4277397 | 4 STAGE FILTER SYSTEM |
| Registration Number: | 4277398 | 4 STAGE FILTER SYSTEM |
| Registration Number: | 4289223 | GPS |
| Registration Number: | 4310759 | ONE SOLUTION MEDIUM |
| Registration Number: | 4362501 | SINGLE SOLUTION MEDIUM |
| Registration Number: | 4373972 | μ PLPETS |
| Registration Number: | 4373973 | μ TIPS |
| Registration Number: | 4432690 | EMBRYO CHOICE |
| Registration Number: | 4441557 | COLLECT |
| Registration Number: | 4441558 | 35+ |
| Registration Number: | 4787536 | UNINTERRUPTED CULTURE MEDIUM |
| Registration Number: | 4549331 | UNINTERRUPTED TIME-LAPSE CULTURE MEDIUM |
| Serial Number: | 76714686 | GLOBALSCOPE |

CORRESPONDENCE DATA

Fax Number: 4158823232

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-882-3200

Email: tmparalegal2@owe.com

Correspondent Name: Owen, Wickersham & Erickson, P.C.

Address Line 1: 455 Market Street, Suite 1910

Address Line 4: San Francisco, CALIFORNIA 94105

TRADEMARK

REEL: 006388 FRAME: 0591

| | |
|---|-------------------|
| NAME OF SUBMITTER: | Gregory N. Owen |
| SIGNATURE: | /Gregory N. Owen/ |
| DATE SIGNED: | 05/17/2018 |
| Total Attachments: 11 source=LifeG-US#page1.tif source=LifeG-US#page2.tif source=LifeG-US#page3.tif source=LifeG-US#page4.tif source=LifeG-US#page5.tif source=LifeG-US#page6.tif source=LifeG-US#page7.tif source=LifeG-US#page8.tif source=LifeG-US#page9.tif source=LifeG-US#page10.tif source=LifeG-US#page11.tif | |

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of April 3, 2018, by LIFEGLOBAL GROUP, LLC, a Connecticut limited liability company, LIFEGLOBAL, INC., an Ontario company, LIFEGLOBAL EUROPE, SPRL, a Belgium private limited liability company, LIFEGLOBAL GROUP ASIA LIMITED, a Hong Kong company, EVOLVEGENE, LLC, a Florida limited liability company and EVOLVEGENE, INC., an Ontario company (collectively, the "Assignors") in favor of COOPERSURGICAL, INC., a Delaware corporation ("Assignee").

PREAMBLE

Assignee and the Assignors are entering into this Assignment pursuant to the Asset Purchase Agreement, dated as of March 1, 2018 (the "Purchase Agreement"), among Assignee and the Assignors, pursuant to which Assignors agree to sell and Assignee agrees to purchase the Purchased Assets from, and assume certain liabilities of, the Assignors. Assignee and the Assignors are entering into this Assignment to implement the provisions of the Purchase Agreement.

ACCORDINGLY, Assignee and the Assignors hereby agree as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined in this Assignment have the meanings given to them in the Purchase Agreement.
2. Assignment. The Assignors, and each of them, hereby sell, assign, transfer and set over to Assignee all of the Assignors' right, title and interest in and to all trademarks, trade names, domain names, service marks and registrations and applications for any of them, in which the Assignors, or any of them, have any right, title or interest, including the items listed on Exhibit A to this Assignment (the "Trademarks"), together with the goodwill of the Business symbolized and associated with the Trademarks, and the right to sue for past infringements and unauthorized uses of the Trademarks.
3. Recordation. The Assignors do hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this instrument.

4. Further Assurances. The Assignors, and each of them, and their successors and assigns shall, without further compensation, perform such further acts and sign such documents as Assignee may reasonably request to fully effectuate this Assignment.

5. Incorporation by Reference; Conflict. The Purchase Agreement shall control in the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment.

6. Governing Law. All questions concerning the construction, interpretation and validity of this Assignment and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment shall be governed by and construed and enforced in accordance with the domestic laws of the State of Connecticut, without giving effect to any choice or conflict of law provision or rule, whether in the State of Connecticut or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than the State of Connecticut. In furtherance of the foregoing, the internal law of the State of Connecticut shall control the interpretation and construction of this Assignment, even if under the State of Connecticut's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily or necessarily apply.

7. Jurisdiction. The Connecticut State and United States Federal Courts sitting in Fairfield or New Haven County, Connecticut shall have exclusive jurisdiction over all actions, suits and proceedings arising out of or relating to this Assignment or the documents related hereto, and each party hereby irrevocably and unconditionally submits, for himself, herself or itself and his, her or its property, to the jurisdiction of any such court in any such action or proceeding or for recognition or enforcement of any judgment. Each party hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such Connecticut State or United States Federal Court. Each party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

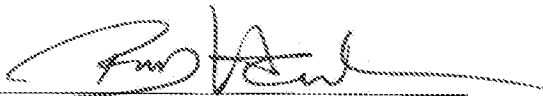
8. Counterparts; Facsimile and Electronic Signatures. This Assignment may be executed in 2 or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic counterpart signatures to this Assignment shall be deemed to be original and shall be acceptable and binding.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNEE:
COOPERSURGICAL, INC.

ASSIGNORS:
LIFEGLOBAL GROUP, LLC

By: 
Name: Robert D. Auerbach, M.D. FACOG
Title: Executive Vice President and Chief
Strategy and Medical Officer

By: _____
Name: _____
Title: _____

LIFE GLOBAL INC.

By: _____
Name: _____
Title: _____

LIFEGLOBAL EUROPE, SPRL

By: _____
Name: _____
Title: _____

LIFEGLOBAL GROUP ASIA LIMITED

By: _____
Name: _____
Title: _____

EVOLVEGENE, LLC

By: _____
Name: _____
Title: _____

EVOLVEGENE, INC.

By: _____
Name: _____
Title: _____

[Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.


ASSIGNEE:
COOPERSURGICAL, INC.

By: _____
Name: _____
Title: _____

ASSIGNORS:
LIFEGLOBAL GROUP, LLC

By: 
Name: Michael D. Cecchi
Title: President

LIFE GLOBAL INC.

By: 
Name: Michael D. Cecchi
Title: President

LIFEGLOBAL EUROPE, SPRL

By: 
Name: Michael D. Cecchi
Title: President

LIFEGLOBAL GROUP ASIA LIMITED

By: 
Name: Michael D. Cecchi
Title: President

EVOLVEGENE, LLC

By: 
Name: Michael D. Cecchi
Title: Manager

EVOLVEGENE, INC.

By: 
Name: Michael D. Cecchi
Title: President

[Trademark Assignment Agreement]

TRADEMARK

REEL: 006388 FRAME: 0596

Exhibit A

TRADEMARKS

(Attached)


8126773.7

TRADEMARK
REEL: 006388 FRAME: 0597

US TRADEMARKS

| COUNTRY | TRADEMARK | OWNER | APPLICATION NO. | APPLICATION DATE | REGISTRATION NO. | REGISTRATION DATE |
|---------|--------------|---|-----------------|------------------|------------------|-------------------|
| U.S. | FertileAge | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 78570654 | Feb. 18, 2005 | 3141340 | 12-Sep-2006 |
| U.S. | Embryo GPS | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 78901327 | Jun. 06, 2006 | 3431257 | 20-May-2008 |
| U.S. | Rehab | Lifeglobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 77397374 | Feb. 14, 2008 | 3702460 | 27-Oct-2009 |
| U.S. | Xtra Inline | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 77345814 | Dec. 06, 2007 | 3471574 | 22-Jul-2008 |
| U.S. | Inline | Lifeglobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 77345794 | Dec. 06, 2007 | 3471572 | 22-Jul-2008 |
| U.S. | Coda inline | Lifeglobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 77345768 | Dec. 06, 2007 | 341571 | 22-Jul-2008 |
| U.S. | Lo-Boy | Lifeglobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 77345707 | Dec. 06, 2007 | 3523540 | 28-Oct-2008 |
| U.S. | Globalscope | Lifeglobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76720023 | Dec. 20, 2016 | 5343103 | Nov. 28, 2017 |
| U.S. | Family READY | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76719440 | Jun. 20, 2016 | 5335585 | 14-Nov-2017 |

US TRADEMARKS

| COUNTRY | TRADEMARK | OWNER | APPLICATION NO. | APPLICATION DATE | REGISTRATION NO. | REGISTRATION DATE |
|---------|---|---|-----------------|------------------|------------------|-------------------|
| U.S. | Fast Freeze | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76706369 | Feb. 10, 2011 | 4061755 | 29-Nov-2011 |
| U.S. | EVOLVEGENE | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76718744 | Dec. 11, 2015 | 5186683 | 18-Apr-2017 |
| U.S. | EVOLVE | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76718743 | Dec. 11, 2015 | 5151356 | 28-Feb-2017 |
| U.S. | LITEOIL | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76706837 | Mar. 16, 2011 | 4036662 | 11-OCT-2011 |
| U.S. | UNZIP YOUR DNA | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76718740 | Dec. 11, 2015 | | |
| U.S. | EMBRYO CORRAL | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76356248 | Jan. 09, 2002 | 3055821 | 31-JAN-2006 |
| U.S. | UNINTERRUPTED CULTURE MEDIUM | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76714970 | Sep. 17, 2013 | 4787536 | Aug. 04, 2015 |
| U.S. | Zenith | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76692269 | Aug 21, 2008 | 3600773 | 7-Apr-2009 |
| U.S. |  | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76512353 | Apr. 16, 2003 | 2816908 | 24-FEB-2004 |

US TRADEMARKS

| COUNTRY | TRADEMARK | OWNER | APPLICATION NO. | APPLICATION DATE | REGISTRATION NO. | REGISTRATION DATE |
|---------|---|---|-----------------|------------------|------------------|-------------------|
| U.S. | Universal GPS | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76694126 | Nov. 07, 2008 | 3694502 | 13-Oct-2009 |
| U.S. | Universal | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76694125 | Nov. 07, 2008 | 3678187 | 8-Sep-2009 |
| U.S. | UNINTERRUPTED TIME-LAPSE CULTURE MEDIUM | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76714969 | Sep. 17, 2013 | 4549331 | 10-Jun-2014 |
| U.S. | uTIPs | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76712825 | Nov. 13, 2012 | 4,373,973 | 30-JUL-2013 |
| U.S. | image (UP PETS) | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76712824 | Nov. 13, 2012 | 4,373,972 | 30-Jul-2013 |
| U.S. | 35+ | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76712823 | Nov. 13, 2012 | 4441558 | 26-NOV-2013 |
| U.S. | Collect | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76712822 | Nov. 13, 2012 | 4441557 | 26-Nov-2013 |
| U.S. | Aero | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76711452 | 9-May-12 | 4239584 | 13-Nov-2012 |
| U.S. | Embryo Choice | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76710909 | Mar. 14, 2012 | 4432690 | 12-Nov-2013 |
| U.S. | 4 Stage Filter System | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76710232 | Jan. 10, 2012 | 4277398 | 15-JAN-2013 |


US TRADEMARKS

| COUNTRY | TRADEMARK | OWNER | APPLICATION NO. | APPLICATION DATE | REGISTRATION NO. | REGISTRATION DATE |
|---------|------------------------|---|-----------------|------------------|------------------|-------------------|
| U.S. | 4 Stage Filter System | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76710231 | Jan. 10, 2012 | 4277397 | 15-Jan-2013 |
| U.S. | Single Solution Medium | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76710005 | Dec. 15, 2011 | 4362501 | Jul. 02, 2013 |
| U.S. | One Solution Medium | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76710004 | Dec. 15, 2011 | 4310759 | Mar. 26, 2013 |
| U.S. | GPS | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76710002 | Dec. 15, 2011 | 4289223 | 12-FEB-2013 |
| U.S. | CODAAIR | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76708090 | Jun. 22, 2011 | 4277589 | 22-Jan-2013 |
| U.S. | GLOBAL TOTAL | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76707208 | Apr. 11, 2011 | 4051167 | 08-NOV-2011 |
| U.S. | Lifeguard | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76706836 | Mar. 15, 2011 | 4036661 | 11-Oct-2011 |
| U.S. | Safeguard | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76706835 | Mar. 16, 2011 | 4036660 | 11-Oct-2011 |
| U.S. | Fast Freeze | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76706368 | Feb. 10, 2011 | 4061754 | 29-Nov-2011 |
| U.S. | Hepatogro | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76705431 | Nov. 22, 2010 | 4094873 | 7-Feb-2012 |

US TRADEMARKS

| COUNTRY | TRADEMARK | OWNER | APPLICATION NO. | APPLICATION DATE | REGISTRATION NO. | REGISTRATION DATE |
|---------|---------------------------|---|-----------------|------------------|------------------|-------------------|
| U.S. | Lotus Flower | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76681627 | Sep. 06, 2007 | 3387043 | 19-FEB-2008 |
| U.S. | LET THE EMBRYOS CHOOSE | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76681110 | Aug. 24, 2007 | 3433764 | 27-May-2008 |
| U.S. | WWW.IVFONLINE.COM | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76516638 | Apr. 30, 2003 | 2859085 | Jun. 29, 2004 |
| U.S. | CODA LO-BOY | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76505775 | Apr. 11, 2003 | 2829591 | 6-Apr-2004 |
| U.S. | EVOLVE | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76464035 | Nov. 04, 2002 | 2761481 | 9-Sep-2003 |
| U.S. | LIFEGLOBAL | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76436453 | Aug. 01, 2002 | 2715694 | 13-May-2003 |
| U.S. | ALLGRAD | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76433969 | 24-Jul-02 | 2697805 | 18-Mar-2003 |
| U.S. | GLOBAL | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76266465 | Jun. 05, 2001 | 2522625 | 25-Dec-2001 |
| U.S. | CODA TOWER | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76209718 | Feb. 14, 2001 | 2567125 | 7-May-2002 |
| U.S. | CODA FILTER SYSTEM | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76207648 | Feb. 12, 2001 | 2573327 | 28-May-2002 |

US TRADEMARKS

| COUNTRY | TRADEMARK | OWNER | APPLICATION NO. | APPLICATION DATE | REGISTRATION NO. | REGISTRATION DATE |
|---------|---|---|-----------------|------------------|------------------|-------------------|
| U.S. | PIIONEER PRO-PUMP | LifeGlobal Group, LLC 170 Fort Path Road Guilford, CT 06437 | 76207647 | Feb. 12, 2001 | 2809707 | Feb. 03, 2004 |
| U.S. | VIRTUALLY EVERYTHING IVFONLINE | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76151430 | Oct. 23, 2000 | 2537480 | 5-Feb-2002 |
| U.S. | <genX> | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 75836085 | Oct. 29, 1999 | 2770551 | 07-OCT-2003 |
| U.S. |  | LifeGlobal Group, LLC 170 Fort Path Road Guilford, CT 06437 | 75881079 | Dec. 24, 1999 | 2489151 | 11-Sep-2001 |
| U.S. | CODA | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 75836086 | Oct. 29, 1999 | 2393510 | 10-Oct-2000 |
| U.S. | THE VOC REMOVER | LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437 | 76379255 | Mar. 07, 2002 | 2647564 | 5-Nov-2002 |