

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506229

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LifeGlobal Group, LLC		04/03/2018	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CooperSurgical, Inc.		
<b>Street Address:</b>	95 Corporate Drive		
<b>City:</b>	Trumbull		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06611		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4277589	CODAAIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4158823232		
<i>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.</i>			
<b>Phone:</b>	415-882-3200		
<b>Email:</b>	tmparalegal2@owe.com		
<b>Correspondent Name:</b>	Owen, Wickersham & Erickson, P.C.		
<b>Address Line 1:</b>	455 Market Street, Suite 1910		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>NAME OF SUBMITTER:</b>	Gregory N. Owen		
<b>SIGNATURE:</b>	/Gregory N. Owen/		
<b>DATE SIGNED:</b>	01/16/2019		
<b>Total Attachments: 11</b>			
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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.

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

ASSIGNORS:  
LIFEGLOBAL GROUP, LLC

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:

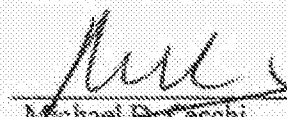
ASSIGNORS:  
LIFEGLOBAL GROUP, LLC

By:   
Name: Michael D. Cecchi  
Title: President

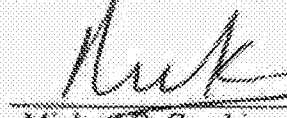
LIFE GLOBAL INC.

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]*

Exhibit A  
TRADEMARKS

(Attached)


8/28/88?

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	78570664	Feb. 18, 2005	3141340	12-Sep-2006
U.S.	Embryo GPS	LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437	78001327	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.	La-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. 30, 2016	5343103	Nov. 28, 2017
U.S.	Family READY	LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437	76719440	Jun. 28, 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 Gulford, CT 06437	76706369	Feb. 10, 2011	4061755	29-Nov-2011
U.S.	EVOLVEGENE	LifeGlobal Group, LLC 393 Soundview Road Gulford, CT 06437	76718744	Dec. 11, 2015	5186683	18-Apr-2017
U.S.	EVOLVE	LifeGlobal Group, LLC 393 Soundview Road Gulford, CT 06437	76718743	Dec. 11, 2015	5151356	28-Feb-2017
U.S.	LITEOIL	LifeGlobal Group, LLC 393 Soundview Road Gulford, CT 06437	76706837	Mar. 16, 2011	4036662	11-OCT-2011
U.S.	UNZIP YOUR DNA	LifeGlobal Group, LLC 393 Soundview Road Gulford, CT 06437	76718740	Dec. 11, 2015		
U.S.	EMBRYO CORRAL	LifeGlobal Group, LLC 393 Soundview Road Gulford, CT 06437	76356248	Jan. 09, 2002	3055831	31-JAN-2006
U.S.	UNINTERRUPTED CULTURE MEDIUM	LifeGlobal Group, LLC 393 Soundview Road Gulford, CT 06437	76714570	Sep. 17, 2013	4787536	Aug. 04, 2016
U.S.	Zenith	LifeGlobal Group, LLC 393 Soundview Road Gulford, CT 06437	76693269	Aug 21, 2006	3600773	7-Apr-2009
U.S.		LifeGlobal Group, LLC 393 Soundview Road Gulford, CT 06437	76512353	Apr. 16, 2003	2816908	24-FEB-2004

TRADEMARK

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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	4432890	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	76730231	Jan. 10, 2012	4277997	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	76710003	Dec. 15, 2011	4289223	12-FEB-2013
U.S.	CODAIR	LifeGlobal Group, LLC 393 Soundview Road Guilford, CT 06437	76708090	Jan. 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	76681637	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	76430453	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	2532625	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.	PIONEER 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. 29, 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-2003
U.S.	CCDA	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