

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vaughn, Silverberg & Associates, LLP		12/03/2018	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	FPG SERVICES, LLC		
Street Address:	15821 Ventura Blvd., Suite 550		
City:	Encino		
State/Country:	CALIFORNIA		
Postal Code:	91436		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5116269	SAN ANTONIO IVF	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<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>			
Phone:	3102774110		
Email:	hyu@mwe.com		
Correspondent Name:	Han Yu, c/o McDermott Will & Emery LLP		
Address Line 1:	2049 Century Park East, Suite 3800		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	098705-0018		
NAME OF SUBMITTER:	Han Yu		
SIGNATURE:	/Han Yu/		
DATE SIGNED:	12/14/2018		
Total Attachments: 6			
source=Intellectual Property Assignment - San Antonio [EXECUTED]#page1.tif			
source=Intellectual Property Assignment - San Antonio [EXECUTED]#page2.tif			
source=Intellectual Property Assignment - San Antonio [EXECUTED]#page3.tif			
source=Intellectual Property Assignment - San Antonio [EXECUTED]#page4.tif			

CH \$40.00 5116269

source=Intellectual Property Assignment - San Antonio [EXECUTED]#page5.tif
source=Intellectual Property Assignment - San Antonio [EXECUTED]#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), effective as of December 3, 2018, is entered into by and between Vaughn, Silverberg & Associates, LLP, a Texas limited liability partnership (“**Seller**”) and FPG Services, LLC, a Delaware limited liability company (“**Buyer**”), pursuant to Sections 1.01(d) and 1.08(b)(iii) of the Asset Purchase and Contribution Agreement, dated October 6, 2018, by and between Buyer, IVF Laboratories of San Antonio, LLC, a Delaware limited liability company, San Antonio IVF, LP, a Texas limited partnership, and the other parties thereto (the “**Purchase Agreement**”).

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Seller, jointly and severally, hereby assigns and transfers exclusively to Buyer all rights, title and interest of Seller throughout the world and in perpetuity, including all statutory and common law rights, in and to the Intellectual Property Assets, together with all goodwill symbolized thereby and/or associated therewith, and the right to sue or make claims for any past, present or future infringement, misappropriation or unauthorized use thereof and the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect thereto, including, without limitation, damages for any past, present or future infringement, misappropriation or unauthorized use of the Intellectual Property Assets; all of such rights, title and interest to be held and enjoyed by Buyer and its successors and assigns to the same extent that such would have been held and enjoyed by Seller had this Assignment not been made. For the avoidance of doubt, the Intellectual Property Assets shall specifically include, without limitation, all of the assets specified in Exhibit A attached hereto and shall specifically exclude, without limitation, all of the assets specified in Exhibit B attached hereto.

2. Further Assurance. Sellers agree to execute, deliver and file (or cause to be executed, delivered and filed) such further documentation and take such further action as may be reasonably requested by Buyer in order to fully effectuate the above assignment of rights with respect to the Intellectual Property Assets.

3. Entire Agreement. This Assignment, together with the Purchase Agreement, constitute the entire agreement and supersede all prior agreements and understandings, written and oral, between the parties hereto with respect to the subject matter hereof.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the federal laws of the United States (where applicable) and the laws of the State of Delaware (without giving effect to the conflict of laws provisions thereof).

5. Consent to Jurisdiction. The parties hereby agree that the United States federal courts located in the State of Delaware shall have exclusive jurisdiction over the resolution of any dispute under this Assignment or regarding the transactions contemplated hereby, and submit and consent to the personal jurisdiction of such courts and that venue is proper therein;

provided, however, that if United States federal courts located in Delaware lack subject matter jurisdiction over any dispute hereunder, the parties hereby agree that the state courts of Delaware shall have exclusive jurisdiction over the resolution of any such dispute and the parties hereby agree to the personal jurisdiction of such courts and that venue is proper therein.

6. Waiver of Jury Trial. Each of the parties hereto hereby waives, to the fullest extent permitted by applicable law, any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Assignment or any document entered into with this Assignment and any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection herewith or therewith, and agrees that any such action or proceeding shall be tried before a court and not before a jury.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement. The parties hereto agree that the delivery of this Assignment by facsimile or e-mailed .pdf files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures.

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

SELLER:

Vaughn, Silverberg & Associates, LLP,
a Texas limited liability partnership

By: Kaylen Silverberg
Name: Kaylen Silverberg, M.D.
Title: Authorized Representative

BUYER:

FPG Services, LLC,
a Delaware limited liability company

By: _____
Name: Nathan Snyder
Title: Chief Executive Officer

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

SELLER:

Vaughn, Silverberg & Associates, LLP,
a Texas limited liability partnership

By: _____
Name: Kaylen Silverberg, M.D.
Title: Authorized Representative

BUYER:

FPG Services, LLC,
a Delaware limited liability company

By: *Nathan Snyder*

Name: Nathan Snyder
Title: Chief Executive Officer

EXHIBIT A

Service Marks:

Mark	US Reg. No.	Current Registrant
San Antonio IVF	5,116,269	Vaughn, Silverberg & Associates, LLP

Domain Name Registrations:

Domain Name	Expiration Date	Registrar
www.saivf.com	March 22, 2023	TierraNet Inc. d/b/a DomainDiscover

Websites:

Including (to the extent owned or controlled by Seller): (i) all contents and materials of the aforementioned Websites, including, without limitation, text, graphics, images, photographs, artwork, icons, audios, videos, newsletters, publications, press releases, editorials, blogs, forms, templates, links, directories, listings, and indexes; (ii) all software programs, applications, modules, user interfaces, and databases comprised in or otherwise associated with the aforementioned Websites; (iii) all underlying source code and object code associated with the aforementioned Websites; (iv) all designs, layouts, structures, and look and feel of the aforementioned Websites; (v) all subscriber and user email addresses, names and contact information and all other user data (whether or not personally identifiable), traffic data, performance data, operational data, and other website-related data collected or derived from the aforementioned Websites; and (vi) all copyrights, trademark rights, trade dress rights, trade secret rights, patent rights, and other intellectual property rights associated with or related to the asset items described in (i) through (v) above.

EXHIBIT B

EXCLUDED INTELLECTUAL PROPERTY

None.