

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/20/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Embryo Options LLC		06/07/2021	Limited Liability Company: WYOMING
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4828336	EMBRYO OPTIONS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	415-882-3200		
Email:	TMParalegal2@owe.com		
Correspondent Name:	Gregory N. Owen		
Address Line 1:	2300 Clayton Road, Suite 1400		
Address Line 4:	Concord, CALIFORNIA 94520		
NAME OF SUBMITTER:	Gregory N. Owen		
SIGNATURE:	/Gregory N. Owen/		
DATE SIGNED:	09/28/2021		
Total Attachments: 9			
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STATE OF WYOMING
Office of the Secretary of State

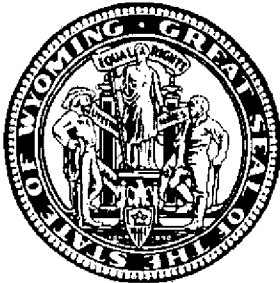
I, EDWARD A. BUCHANAN, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF MERGER

Embryo Options LLC (Wyoming) (Qualified Non-survivor)

Merged into CooperSurgical, Inc. (Delaware) (Unqualified Survivor)

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this 20th day of July, 2021.



Filed Date: 07/20/2021

Edward A. Buchanan
Secretary of State

By: Nicole Martinez

STATE OF WYOMING
ARTICLES OF MERGER OF DOMESTIC LIMITED LIABILITY COMPANY AND
FOREIGN CORPORATION

Pursuant to Article 10, Section 17-29-1004 of the Wyoming Limited Liability Company Act, the undersigned limited liability company executed the following Articles of Merger.

FIRST: The name of the surviving corporation is CooperSurgical, Inc., a Delaware Corporation, and the name of the limited liability company being merged into the surviving corporation is Embryo Options LLC, a Wyoming limited liability company.

SECOND: The merger is to become effective upon the filing of a certificates of merger with the Secretary of State of Delaware and the filing of these Articles of Merger with the Wyoming Secretary of State. If such documents are filed on different dates, then the date of effectiveness shall be deemed to be the later of the two dates.

THIRD: The Certificate of Incorporation of the surviving corporation shall be the Certificate of Incorporation of CooperSurgical, Inc.

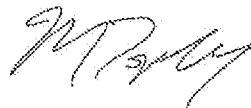
FOURTH: The merger has been approved by both parties as required by governing statute.

FIFTH: The street and mailing address of the Registered Agent that the Secretary of State may use for purposes of delivering process is 251 Little Falls Drive, Wilmington Delaware 19808.

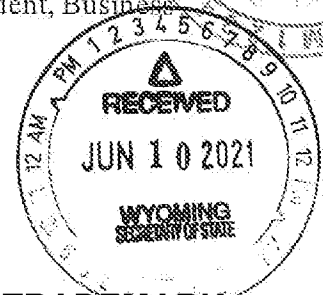
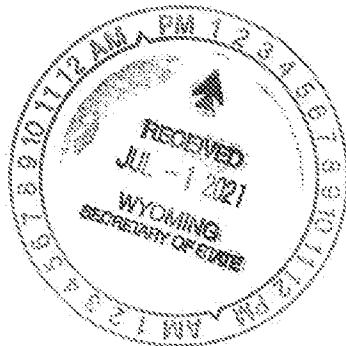
SIXTH: The name of the Company's Registered Agent at that address is The Prentice-Hall Corporation System, Inc.

IN WITNESS WHEREOF, the Company has caused this certificate to be signed by an authorized member as of the 7th day of June, 2021.

COOPERSURGICAL, INC., AS SOLE
MEMBER OF EMBRYO OPTIONS LLC



By: _____
Name: Matthew Topliff
Title: Executive Vice President, Business
Development & Strategy



AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated as of June 7, 2021, between CooperSurgical, Inc., a Delaware corporation ("**Acquiror**"), and Embryo Options LLC, a Wyoming Limited Liability Company (the "**Company**").

PREAMBLE

The members of the board of directors of the Acquiror and the sole member and sole manager of the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and its best interests.

Pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with Title 8, Section 264(c) of the Delaware General Corporation Law ("**DGCL**") and Section 17-29-1002 of the Wyoming Limited Liability Company Act ("**WYLLCA**"), will merge with and into the Acquiror, with the Acquiror as the surviving entity (the "**Merger**").

For US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization.

ACCORDINGLY, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL and the WYLLCA, the Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and the Acquiror shall continue as the surviving entity (the "**Surviving Entity**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the DGCL and the WYLLCA.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file: (i) a certificates of merger (the "**Certificate of Merger**") complying with the DGCL and (ii) articles of merger (the "**Articles of Merger**") complying with the WYLLCA with the Secretary of State of the State of Delaware and Wyoming, respectively, with respect to the Merger. The Merger shall

become effective upon the filing of the Certificate of Merger and the Articles of Merger (the "**Effective Time**").

(b) The Merger shall have the effects set forth in the DGCL and the WYLLCA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Acquiror, as the Surviving Entity, and all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Entity.

3. Organizational Documents. The managing agreement of the Acquiror in effect at the Effective Time, as amended pursuant to the Certificate of Merger, shall be the managing agreement of the Surviving Entity until thereafter amended as provided therein.

4. Directors and Officers. The officers of the Acquiror immediately prior to the Effective Time shall be the officers of the Surviving Entity from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the managing agreement of the Surviving Entity or as otherwise provided by the DGCL.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or members of the Company:

(a) each Company Unit that is owned by the Acquiror or the Company will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of the Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Entire Agreement. This Agreement together with Certificate of Merger and the Articles of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

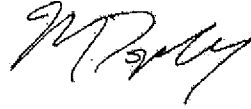
12. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

EMRBYO OPTIONS LLC

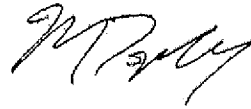


By: _____

Name: Matthew Topliff

Title: Sole Manager

COOPERSURGICAL, INC.



By: _____

Name: Matthew Topliff

Title: Executive Vice President

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"EMBRYO OPTIONS LLC", A WYOMING CORPORATION,
WITH AND INTO "COOPERSURGICAL, INC." UNDER THE NAME OF
"COOPERSURGICAL, INC.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED
IN THIS OFFICE ON THE NINTH DAY OF JUNE, A.D. 2021, AT 4:37
O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2247088 8100M
SR# 20212403478

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203427450
Date: 06-11-21

TRADEMARK
REEL: 007435 FRAME: 0088

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION AND
FOREIGN LIMITED LIABILITY COMPANY**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is CooperSurgical, Inc.
_____, a Delaware Corporation, and the name of the limited liability company being merged into this surviving corporation is Embryo Options LLC a (list jurisdiction) Wyoming limited liability company.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is CooperSurgical, Inc.
_____.

FOURTH: The merger is to become effective on the date of filing.

FIFTH: The Agreement of Merger is on file at CooperSurgical, Inc.
_____, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 19th day of May, A.D., 2021.

By: 
Authorized Officer

Name: Matthew Topliff
Print or Type

Title: Executive Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:37 PM 06/09/2021
FILED 04:37 PM 06/09/2021
SR 20212403478 - File Number 2247088