

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reproductive Biology Associates, LLP		04/29/2012	LIMITED LIABILITY PARTNERSHIP: GEORGIA
RECEIVING PARTY DATA			
Name:	My Egg Bank, LLC		
Street Address:	1100 Johnson Ferry Road NE		
Internal Address:	Suite 200, Building 2		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30342		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4084694	MY EGG BANK	
Registration Number:	4084632	FROZEN EGG ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	4045273662		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4045278384		
Email:	amusto@mckennalong.com		
Correspondent Name:	Alison E. Musto		
Address Line 1:	303 Peachtree St. NE		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	016096.00001		
NAME OF SUBMITTER:	Alison E. Musto		

TRADEMARK

Signature:	/aem/
Date:	07/11/2012
Total Attachments: 2 source=Amended Technology Assignment#page1.tif source=Amended Technology Assignment#page2.tif	

AMENDED TECHNOLOGY ASSIGNMENT AGREEMENT

THIS AMENDED TECHNOLOGY ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into this 29<sup>th</sup> day of April, 2012 (the "Effective Date") by and between Reproductive Biology Associates, LLP ("Assignor") and My Egg Bank, LLC, ("Assignee").

In consideration of the premises and the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Background.* The parties acknowledge that they are affiliated and related companies that are entering into this Assignment to memorialize part of an arrangement and agreement between them and their affiliates, governing the chain of title, ownership and licensing of certain intellectual property, as more further described in Exhibit A, which is annexed hereto and incorporated herein (the "IP"). The parties entered into a Technology Assignment Agreement dated July 31, 2011 (the "Prior Assignment") and agree that this Assignment is deemed to amend and replace the Prior Assignment in its entirety.

2. *Assignment of the IP.* Assignor hereby unconditionally and irrevocably assigns and conveys to Assignee, all of Assignor's right, title and interest in and to the IP, including but not limited to the right to sue for past infringement by third parties and the right to register and use the IP without limitation and all future and after acquired rights in and enhancements and derivative works to the IP. Assignee may thereafter sell, assign, license, sublicense or otherwise transfer or register any or all of the rights granted to it in the IP.

3. *Consideration.* Consideration for this Assignment include the benefits that the parties enjoy through the ownership and licensing structure set forth in this Assignment and any other agreement between Assignee and related entities. Additional consideration for the transactions contemplated under this Agreement, if any, shall be set forth in Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

Reproductive Biology Associates, LLP

By: [Signature]

Name: Andrew A. Teles

Title: Partner, CEO

My Egg Bank, LLC

By: [Signature]

Name: H. Ross Jansson

Title: Partner

Exhibit A

The IP includes all legally protectable:

A) trade secrets, copyrighted technical materials, patents, and patent applications (whether in existence on the Effective Date or thereafter) regarding various techniques and technologies in the field of in vitro fertilization and cryopreservation of human eggs and embryos, including without limitation all after acquired rights of Assignor and all enhancements and derivative works thereof. More specifically, the IP includes techniques, protocols and procedures for (i) dehydration, freezing and vitrification of frozen donor oocytes and embryos, and (ii) for (a) rehydration baths and warming of frozen donor oocytes and embryos from a vitrified state and (b) techniques associated with the fertilization warmed donor oocytes and techniques associated with the transfer of the resulting embryos to patients or preparation of embryos on behalf of patients or others.

B) The domain name "MyEggBank.com" (the "Domain Name").

C) The Website, its architecture and structure, right to operate it and all copyrights in the website content currently located at the Domain Name, including all enhancements and derivative works and after acquired rights thereto and all contact rights related to the operation of such site

D) The following service marks and the common law rights and good will associated with same:

MY EGG BANK – USPTO Registration Number 4084694

FROZEN EGG ADVANTAGE – USPTO Registration Number 4084632

Canadian applications serial numbers 1,570,479 and 1,570,477 on the foregoing marks.

Four Mexican applications filed on the foregoing marks on March 29, 2012.

Additional Consideration, if any:

Ownership of Assignee by parties owning and controlling RBA.