

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349740

<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>
Fertility Laboratories of Colorado, Inc.		07/29/2015	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fertility Labs of Colorado, LLC		
<b>Street Address:</b>	10290 Ridge Gate Circle		
<b>City:</b>	Lone Tree		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80124		
<b>Entity Type:</b>	Limited Liability Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4515724	OVAHEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123553333		
<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>	212-813-8800		
<b>Email:</b>	NY-TM-Admin@goodwinprocter.com		
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP/Janis Nici		
<b>Address Line 1:</b>	620 Eighth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	087724215189		
<b>NAME OF SUBMITTER:</b>	Janis Nici		
<b>SIGNATURE:</b>	/janis nici/		
<b>DATE SIGNED:</b>	07/30/2015		
<b>Total Attachments: 4</b>			
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OP \$40.00 4515724

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made this 29th day of July, 2015, by Fertility Laboratories of Colorado, Inc., a Colorado corporation ("Assignor"), in favor of Fertility Labs of Colorado, LLC, a Delaware limited liability corporation ("Assignee").

WHEREAS, in connection with that certain Transaction Agreement, dated July 1, 2015, by and among Crestone Holdings, LLC, a Delaware limited liability company, Crestone Intermediate Holdings, LLC, a Delaware limited liability company, Crestone, LLC, a Delaware limited liability company, the Purchasers set forth therein and the Sellers set forth therein (the "Transaction Agreement") and the transactions contemplated by the Transaction Agreement, Assignor wishes to assign to Assignee all right, title, interest and goodwill it has in and to the Mark pursuant to the Transaction Agreement; and

WHEREAS, Assignee wishes to accept such assignment.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES SET FORTH ABOVE AND FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor, without limitation or reservation, does hereby sell, assign and transfer to Assignee, its successors and assigns, its entire right, title and interest in and to (i) the Mark, together with the goodwill of the business symbolized thereby, and also including all common law trademark, service mark and trade name rights in said Mark, (ii) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to said Mark, and (iii) all causes of action, either in law or in equity for past, present, or future infringement based on said Mark or the unauthorized use of said Mark, in each case, to be held and enjoyed by said Assignee, its successors and assigns.

Assignor further authorizes the Director of the United States Patent & Trademark Office, and any 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 Mark and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this instrument.

Assignor agrees to execute all papers and to perform such other proper acts, at Assignee's sole expense, as Assignee may reasonably deem necessary to secure for Assignee or its designee the rights herein assigned.

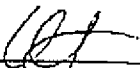
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer as of the date first written above.

NICOLE A. SAMUELSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124081285  
MY COMMISSION EXPIRES 01/03/2017

*Nicole Samuelson 7/29/15  
Douglas County 1/3/2017*

FERTILITY LABORATORIES OF  
COLORADO, INC.

By:   
Name: William B. Schoolcraft, M.D.  
Title: President

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer as of the date first written above.

FERTILITY LABS OF COLORADO, LLC

NICOLE A. SAMUELSON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124081285  
MY COMMISSION EXPIRES 01/03/2017

By:   
Name: Jon Pardew  
Title: Chief Executive Officer

*Nicole Samuelson 7/29/15  
Douglas County 01-03-2017*

*Signature Page to Assignment of Trademarks*

TRADEMARK  
REEL: 005588 FRAME: 0197

**Exhibit A**

**Trademarks**

Trademarks Registered or Applied for with the United States Patent and Trademark Office

<u>Trademark</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
OVAHEALTH	May 7, 2013	85797724	August 15, 2014	4515724