

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Martin Varsavsky Waisman Diamond		08/22/2016	INDIVIDUAL: SPAIN
RECEIVING PARTY DATA			
Name:	Prelude Fertility, Inc.		
Street Address:	650 Madison Avenue, 21st Floor		
Internal Address:	c/o Lee Equity Partners		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4931009	PRELUDE FERTILITY	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	303-291-2300		
Email:	kristimurray@perkinscoie.com		
Correspondent Name:	Alexander J.A. Garcia, Perkins Coie LLP		
Address Line 1:	1900 Sixteenth Street, Suite 1400		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	120860.0001.0002.US001		
NAME OF SUBMITTER:	Alexander J.A. Garcia		
SIGNATURE:	/Alexander Garcia/		
DATE SIGNED:	09/16/2016		
Total Attachments: 3			
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OP \$40.00 4931009

TRADEMARK ASSIGNMENT

WHEREAS, Martin Varsavsky Waisman Diamond, an individual (the “Assignor”), owns all right, title, and interest in and to the trademark registration identified in Schedule A attached hereto (the “Mark”);

WHEREAS, Prelude Fertility, Inc., a Delaware corporation (the “Assignee”), is desirous of acquiring said Mark, along with the goodwill of the business appurtenant to said Mark, and to which Mark pertains; and

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor’s right, title, and interest in and to the Mark, together with the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, transfers, conveys, and assigns to Assignee, its successors and assigns, Assignor’s entire right, title and interest in and to the Mark, including, without limitation, all registrations and applications therefor and the right to apply for and register the Mark, in the United States of America and all foreign countries, together with the goodwill of Assignor’s business in which the Mark is used and symbolized by the Mark, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to sue and recover for damages and profits for past infringements thereof.

2. Upon Assignee’s request and at Assignee’s sole cost and expense, Assignor will promptly: (a) execute and deliver to Assignee any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Trademark Assignment; and (b) fully cooperate with Assignee to enable Assignee to duly record this Trademark Assignment with the United States Patent & Trademark Office and any other such registrar so that Assignee’s ownership of the Mark is duly made of record.

3. Commencing on the signature date below, Assignor will immediately cease all use, and will forever refrain from using the Mark, including but not limited to use for any entity name, slogan, product name, on any website, as a service mark, trademark, domain name, URL, meta tag, directory search term, or a component of any of the foregoing.

4. Assignor acknowledges that this Trademark Assignment is irrevocable and binding on Assignor’s successors and assigns. Assignor does not have the right to: (a) rescind any of the rights or waivers granted herein; or (b) enjoin, restrain or otherwise hinder Assignee’s exercise of any of the rights granted herein.

5. This Trademark Assignment will be governed by and construed in accordance with the laws of Delaware without reference to principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed on
August 22, 2016.



MARTIN VARSAVSKY WAISMAN DIAMOND

SCHEDULE A
Mark

Jurisdiction	Mark	Reg. No. & Reg. Date	App. No. & App. Date
USA	PRELUDE FERTILITY	4931009 April 5, 2016	86642168 May 27, 2015
European Community	PRELUDE FERTILITY	014036321 August 26, 2015	014036321 May 7, 2015