

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424759

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genetic Visions, Inc.		01/18/2016	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Genetic Visions-ST, LLC		
Street Address:	3220 Deming Way, Suite 160		
City:	Middleton		
State/Country:	WISCONSIN		
Postal Code:	53562		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1635134	GENETIC VISIONS	
CORRESPONDENCE DATA			
Fax Number:	9704920003		
<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:	970-492-0000		
Email:	clanderson@crmiles.com		
Correspondent Name:	CR MILES P.C.		
Address Line 1:	405 Mason Court, Suite 119		
Address Line 4:	Fort Collins, COLORADO 80524		
NAME OF SUBMITTER:	Cheryl L. Anderson		
SIGNATURE:	/Cheryl L. Anderson/		
DATE SIGNED:	04/24/2017		
Total Attachments: 11			
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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (this "**Bill of Sale**") is dated as of January 18, 2016 (the "**Effective Date**"), and is by and between Genetic Visions-ST, LLC, a Delaware limited liability company ("**Buyer**") and Genetic Visions, Inc., a Wisconsin corporation ("**Seller**").

WHEREAS, Buyer, Seller and certain other parties entered into that certain Asset Purchase Agreement, dated as of December 28, 2015 (the "**Purchase Agreement**") (each capitalized term used in this Bill of Sale, unless otherwise defined, has the meaning ascribed to such term in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase from Seller, all of Seller's right, title and interest in, to and under the Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign to Buyer, and Buyer has agreed to assume, the Assumed Liabilities.

NOW, THEREFORE, 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. Transfer of Purchased Assets. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts from Seller, effective as of the Effective Date, all of Seller's right, title and interest in, to and under the Purchased Assets, to have and to hold the Purchased Assets unto Buyer, its successors and assigns, forever.
2. Assignment and Assumption. Seller hereby assigns, sells, transfers and sets over to Buyer, effective as of the Effective Date, all of Seller's right, title, benefit, privileges and interest in and to, and all of Seller's burdens, obligations and liabilities in connection with, each of the Assumed Liabilities. Buyer hereby accepts such assignment and assumes and agrees to pay, perform and discharge, effective as of the Effective Date, all of Seller's duties and obligations under the Assumed Liabilities that are to be paid, performed and discharged from and after the Effective Date. Except with respect to the liabilities and obligations expressly set forth and included within the Assumed Liabilities, Buyer does not, and will not, assume or agree to assume, and will not accept or take over, any other liabilities and obligations of Seller of any nature, whether direct, contingent or otherwise. Buyer assumes no Excluded Liabilities, and the parties agree that all such Excluded Liabilities remain the sole responsibility of Seller.
3. Further Actions. Seller hereby acknowledges and reaffirms its obligations under the Purchase Agreement, including the obligation to, from time to time, at Buyer's request and without further consideration, execute and deliver to Buyer such other and further instruments of conveyance, assignment and transfer and take such other action as Buyer may reasonably require to more effectively convey, transfer and assign to Buyer, and to put Buyer in possession of, the Purchased Assets. Seller will warrant and defend the sale, transfer, assignment and conveyance of the Purchased Assets hereby made against all persons whomsoever, take all steps reasonably necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of Buyer, execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Purchased Assets.

4. Power of Attorney. Without limiting **Section 3** of this Bill of Sale, Seller hereby constitutes and appoints Buyer as its true and lawful agent and attorney-in-fact, with full power of substitution and re-substitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Buyer, and its successors and assigns, from time to time, (a) to demand, receive and collect any and all of the Purchased Assets and to give receipts and releases for and with respect to the same, or any part thereof; (b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors and assigns may deem proper in order to collect or reduce to possession any of the Purchased Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended to so be; and (c) to do all other things legally permissible, required or reasonably deemed by Buyer to be required to recover and collect the Purchased Assets and to use Seller's name in such manner as Buyer may reasonably deem necessary for the collection and recovery of same, Seller hereby declaring that the foregoing powers are coupled with an interest and are and will be irrevocable by Seller.

5. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Bill of Sale, the terms of the Purchase Agreement will govern.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

7. Miscellaneous. This Bill of Sale will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. The parties hereto will pay all of their own expenses relating to the transactions contemplated by this Bill of Sale, including the fees and expenses of their respective counsel. This Bill of Sale may be executed in two or more counterparts, all of which taken together will constitute one instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. None of the parties shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and the parties hereby forever waive any such defense, except to the extent such defense relates to lack of authenticity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement to be effective as of the date first above written.

BUYER:

GENETIC VISIONS-ST, LLC

By: _____

Name: Juan Moreno

Title: Co-Chief Executive Officer

SELLER:

GENETIC VISIONS, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement to be effective as of the date first above written.

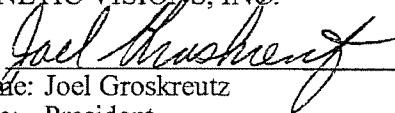
BUYER:

GENETIC VISIONS-ST, LLC

By: _____
Name: _____
Title: _____

SELLER:

GENETIC VISIONS, INC.

By: 
Name: Joel Groskreutz
Title: President

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of December 28, 2015, is entered into between GENETIC VISIONS, INC., a Wisconsin corporation (“**Seller**”) and GENETIC VISIONS-ST, LLC a Delaware limited liability company (“**Buyer**”). Tri-State Breeders Cooperative, a Wisconsin cooperative, doing business as Accelerated Genetics (“**Accelerated Genetics**”) and Inguran, LLC, a Delaware limited liability company (“**Inguran**”) also enter into this Agreement for the limited purposes specifically provided on the signature page hereto.

RECITALS

WHEREAS, Seller is engaged in the business of genomic testing and the evaluation of cattle (the “**Business**”);

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of Seller, subject to the terms and conditions set forth herein;

WHEREAS, Accelerated Genetics owns all of the issued and outstanding capital stock of Seller, and is signing this Agreement for the limited purposes specifically provided on the signature page hereto; and

WHEREAS, Inguran owns all of the issued and outstanding membership interests of Buyer, and is signing this Agreement for the limited purposes specifically provided on the signature page hereto;

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

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this **Article I**:

“**Accelerated Genetics**” has the meaning set forth in the recitals.

“**Accounts Receivable**” has the meaning set forth in **Section 2.01(b)**.

“**Acquisition Proposal**” has the meaning set forth in **Section 6.03(a)**.

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or

“**Territory**” means North America.

“**Third Party Claim**” has the meaning set forth in **Section 8.05(a)**.

“**Transaction Documents**” means this Agreement, the Employment Agreement, the Bill of Sale, the Assignment and Assumption of Lease, the SNP Commercial Agreement and the other agreements, instruments and documents required to be delivered at the Closing.

“**Union**” has the meaning set forth in **Section 4.20(b)**.

“**WARN Act**” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller’s right, title and interest in, to and under all of Seller’s assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets) (collectively, the “**Purchased Assets**”), including, without limitation, the following:

- (a) cash and cash equivalents;
- (b) all accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing (“**Accounts Receivable**”);
- (c) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories, including the Genetic Material Inventory (“**Inventory**”);
- (d) all Contracts, including Intellectual Property Agreements, including, without limitation, those Contracts set forth on **Section 2.01(d)** of the Disclosure Schedules (the “**Assigned Contracts**”);
- (e) all Intellectual Property Assets;
- (f) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property (the “**Tangible Personal Property**”);
- (g) all Leased Real Property;

(h) all Permits, including Environmental Permits, which are held by Seller, including, without limitation, those listed on **Section 4.17(b)** and **Section 4.18(b)** of the Disclosure Schedules;

(i) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;

(j) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes);

(k) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(l) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets or the Assumed Liabilities;

(m) originals, or where not available, copies, of all books and records relating to the Business, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the Intellectual Property Assets and the Intellectual Property Agreements ("**Books and Records**");

(n) the quality certification issued by the Council on Dairy Cattle Breeding with respect to Seller's genomic laboratory; and

(o) all goodwill and the going concern value of the Business.

Section 2.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "**Excluded Assets**");

(a) the rights which accrue or will accrue to Seller under the Transaction Documents;

(b) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller;

(c) all Insurance Policies;

(d) all Benefit Plans and assets attributable thereto; and

and a true and complete list of all leases, subleases, licenses, concessions and other agreements (whether written or oral), including all amendments, extensions renewals, guaranties and other agreements with respect thereto, pursuant to which Seller holds any Leased Real Property (the lease identified on **Section 4.10(b)** of the Disclosure Schedules, the "Lease"). Seller has delivered to Buyer a true and complete copy of the Lease. With respect to the Lease:

(i) such Lease is valid, binding, enforceable and in full force and effect, and Seller enjoys peaceful and undisturbed possession of the Leased Real Property;

(ii) Seller is not in breach or default under such Lease, and no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default, and Seller has paid all rent due and payable under such Lease;

(iii) Seller has not received nor given any notice of any default or event that with notice or lapse of time, or both, would constitute a default by Seller under such Lease and, to the Knowledge of Seller, no other party is in default thereof, and no party to the Lease has exercised any termination rights with respect thereto;

(iv) Seller has not subleased, assigned or otherwise granted to any Person the right to use or occupy such Leased Real Property or any portion thereof; and

(v) Seller has not pledged, mortgaged or otherwise granted an Encumbrance on its leasehold interest in any Leased Real Property.

(c) Seller has not received any written notice of (i) material violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Real Property, (ii) existing, pending or threatened condemnation proceedings affecting the Real Property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to adversely affect the ability to operate the Real Property as currently operated. Neither the whole nor any material portion of any Real Property has been damaged or destroyed by fire or other casualty.

(d) The Real Property is sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitutes all of the real property necessary to conduct the Business as currently conducted.

Section 4.11 Intellectual Property.

(a) **Section 4.11(a)** of the Disclosure Schedules lists all (i) Intellectual Property Registrations and (ii) Intellectual Property Assets, including software, that are not registered but that are material to the operation of the Business. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GENETIC VISIONS, INC.

By Joel Groskreutz
Name: Joel Groskreutz
Title: President

GENETIC VISIONS-ST, LLC

By _____
Name:
Title:

ACKNOWLEDGED AND AGREED:
Solely for the purposes described in
Sections 6.03, 6.06, 6.07, 6.16, 6.17 and 8.02:

TRI-STATE BREEDERS
COOPERATIVE d/b/a ACCELERATED
GENETICS

By Joel Groskreutz
Name: Joel Groskreutz
Title: President and CEO

Solely for the purposes described in
Section 8.03:

INGURAN, LLC

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GENETIC VISIONS, INC.

By _____
Name:
Title:

GENETIC VISIONS-ST, LLC

By _____
Name: *Juan Flores*
Title: *CO-CEO*

ACKNOWLEDGED AND AGREED:
Solely for the purposes described in
Sections 6.03, 6.06, 6.07, 6.16, 6.17 and 8.02:

TRI-STATE BREEDERS
COOPERATIVE d/b/a ACCELERATED
GENETICS

By _____
Name:
Title:

Solely for the purposes described in
Section 8.03:

INGURAN, LLC

By _____
Name: *Juan Moreno*
Title: *CO-CEO*

Section 4.11(a)
Intellectual Property Registrations

Trademarks:

- Registered Trademark: GENETIC VISIONS, No. 1635134, Serial No. 74/054546, Registration date: February 2, 1991.

Domain Names:

- geneticvisions.net
- geneticvisions.com

[Section 4.10(a)]