

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470024

<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>
PROGYNY, INC.		04/04/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MERCK KGAA		
<b>Street Address:</b>	Frankfurter Strasse 250		
<b>City:</b>	Darmstadt		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	D-64293		
<b>Entity Type:</b>	Kommanditgesellschaft Auf Aktien (KgaA): GERMANY		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4466723	EEVA	
<b>Registration Number:</b>	4576539	EEVA	
<b>Registration Number:</b>	4576540	EEVA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122925391		
<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>	2122925390		
<b>Email:</b>	mail@ipcounselors.com		
<b>Correspondent Name:</b>	EPSTEIN DRANGEL LLP		
<b>Address Line 1:</b>	60 EAST 42ND STREET		
<b>Address Line 2:</b>	SUITE 2520		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10165		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	EPSTEIN DRANGEL LLP		
<b>Address Line 1:</b>	60 EAST 42ND STREET		
<b>Address Line 2:</b>	SUITE 2520		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10165		
<b>NAME OF SUBMITTER:</b>	WILLIAM C. WRIGHT		

OP \$90.00 4466723

<b>SIGNATURE:</b>	/WILLIAM C. WRIGHT/
<b>DATE SIGNED:</b>	04/16/2018
<b>Total Attachments: 2</b> source=Scan#page1.tif source=Scan#page2.tif	

USA - TRADEMARK DEED OF ASSIGNMENT

This Trademark Deed of Assignment is between PROGYNY, INC., a corporation, organized and existing under the laws of the State of Delaware, located and doing business at 1490 O'Brien Drive, Suite A, Menlo Park, California 94025 (hereinafter the "ASSIGNOR"), and MERCK KGAA, a kommanditgesellschaft auf aktien, organized and existing under the laws of Germany, located and doing business at Frankfurter Strasse 250, D-64293 Darmstadt, Germany (hereinafter the "ASSIGNEE").

WHEREAS, ASSIGNOR is desirous of assigning unto ASSIGNEE all rights, title, and interest in and to the trademarks set forth in the attached **Schedule 1**, the U.S. registrations thereof, together with the goodwill of the business connected with the use of or symbolized by said trademarks, and the right to all claims against third parties for damage and compensation relating to or arising from the past, current, or future use and registration of the trademarks in the attached **Schedule 1**, with the right to sue for and collect the same; and

WHEREAS, ASSIGNEE is desirous of acquiring any and all of ASSIGNOR's rights, title and interest in and to said trademarks in the attached **Schedule 1**, the U.S. registrations thereof, together with the goodwill of the business connected with the use of or symbolized by said trademarks, and the right to all claims against third parties for damage and compensation relating to or arising from the past, current, or future use and registration of the trademarks in the attached **Schedule 1**, with the right to sue for and collect the same; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNOR does hereby transfer, convey and assign unto ASSIGNEE and ASSIGNEE hereby accepts any and all of ASSIGNOR's rights, title and interest in and to the trademarks in the attached **Schedule 1**, the U.S. registrations thereof, together with the goodwill of the business connected with the use of or symbolized by said trademarks, and the right to all claims against third parties for damage and compensation relating to or arising from the past, current, or future use and registration of the trademarks in the attached **Schedule 1**, with the right to sue for and collect the same.

ASSIGNOR further agrees to execute any other or further documents which may be reasonably necessary for the protection or perfection of any right, title, or interest herein acquired by ASSIGNEE.

IN WITNESS WHEREOF, said ASSIGNOR has hereunto executed this instrument on this

04 day of April, 2018.

PROGYNY, INC.

By:   
Print Name: David Lehninger  
Title: CEO

TRADEMARK  
REEL: 006342 FRAME: 0475

SCHEDULE 1

<b>Trademark</b>	<b>Country</b>	<b>Application Number</b>	<b>Registration Number</b>
EEVA	United States	85023399	4466723
EEVA-LOGO	United States	85750859	4576539
EEVA-LOGO	United States	85750863	4576540