

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bella Technologies, LLC		04/10/2018	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	ST Reproductive Technologies, LLC		
Street Address:	22575 Highway 6 South		
City:	Navasota,		
State/Country:	TEXAS		
Postal Code:	77868		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3551171	UPGRADE YOUR COWS	
Registration Number:	3551188		
CORRESPONDENCE DATA			
Fax Number:			
<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, Ste 119		
Address Line 4:	Fort Collins, COLORADO 80524		
NAME OF SUBMITTER:	CHERYL ANDERSON		
SIGNATURE:	/cheryl anderson/		
DATE SIGNED:	08/30/2018		
Total Attachments: 5			
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OP \$65.00 3551171

EXECUTION COPY

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“*Assignment Agreement*”) is made, executed and delivered as April 10, 2018 and between Bella Technologies, LLC, a Colorado limited liability company, having a place of business at 22575 Highway 6 South, Navasota, TX 77868 (“*Assignor*”) and ST Reproductive Technologies, LLC, a Delaware limited liability company, having a place of business at c/o Inguran, LLC, 22575 Highway 6 South, Navasota, TX 77868 (“*Assignee*”). Assignor and Assignee are each a “*Party*” and, collectively, the “*Parties*”.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations identified on Appendix 1 hereto (the “*Trademarks*”) and all goodwill associated therewith;

WHEREAS, effective as of the date hereof, Assignor and Assignee entered into a certain asset purchase agreement (the “*Purchase Agreement*”) pursuant to which Assignor agreed to assign to Assignee, and Assignee agreed to acquire from Assignor, all of Assignor’s right, title and interest in and to the Trademarks;

WHEREAS, the execution and delivery of this Assignment Agreement is a condition to closing under the Purchase Agreement.; and

NOW, THEREFORE, for good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

7. **Assignment of Trademarks**. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Trademarks together with the goodwill associated therewith, free and clear of all liens, licenses and encumbrances, together with the right to sue and recover damages for, and to seek equitable relief with respect to, past, present and future infringement of, and other violation of rights with respect to, the Trademarks.

8. **Enjoyment and Assistance**. The Trademarks shall be held and enjoyed by Assignee, for Assignee’s own use and benefit, and for Assignee’s legal representatives, successors and assigns to the full end of the term or terms of the Trademarks, as fully and entirely as the same would have been held by the undersigned Assignor had this assignment not been made. For the aforesaid consideration, upon request of Assignee or its successors or assigns or a legal representative thereof, Assignor shall execute, any and all assignments, instruments and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee all rights hereby assigned, all without further compensation to Assignor.

9. **Severability**. If any provision of this Assignment Agreement is declared unenforceable for any reason, the remaining provisions of this Assignment Agreement shall remain in full force and effect.

10. **Governing Law, Jurisdiction**. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice of law or conflict of law provisions of Texas.

11. **Counterparts**. This Assignment Agreement may be executed simultaneously in two or more counterparts, including by facsimile or portable document format (PDF), each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[signature page follows]

EXECUTION COPY

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, each of the Parties has caused this executed this Trademark Assignment Agreement to be executed on its behalf by a representative duly authorized, as of the date first above set forth.

Assignee:

Assignor:

ST Reproductive Technologies, LLC

Bella Technologies, LLC

By: 

Name: Juan Moreno
Title: CEO

By: _____

Name: Scott R. Cockroft
Title: President

EXECUTION COPY

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, each of the Parties has caused this executed this Trademark Assignment Agreement to be executed on its behalf by a representative duly authorized, as of the date first above set forth.

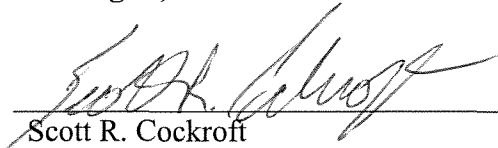
Assignee:

Assignor:

ST Reproductive Technologies, LLC

Bella Technologies, LLC

By: _____
Name: Juan Moreno
Title: CEO

By: 
Name: Scott R. Cockroft
Title: President

APPENDIX 1

Trademarks

Mark: **UPGRADE YOUR COWS**

Serial No.: 77/264,141

Filing Date: August 24, 2007

Status: Registered

Registration No: 3,551,171

Registration Date: December 23, 2008

Owner: Bella Technologies, LLC

Mark: **BELLA HEALTH SYSTEMS**

Serial No.: 77/264,147

Filing Date: August 24, 2007

Status: Registered; cancelled July 24, 2015

Registration No: 3,551,172

Registration Date: December 23, 2008

Owner: Bella Technologies, LLC

Mark: **Logo Design**

Serial No.: 77/266,697

Filing Date: August 28, 2007

Status: Registered

Registration No: 3,551,188

Registration Date: December 23, 2008

Owner: Bella Technologies, LLC

[Appendix 1 to Trademark Assignment Agreement]