

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507644

<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>
MofA Group LLC		09/27/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MINITUBE USA, INC.		
<b>Street Address:</b>	6430 Mound Drive		
<b>City:</b>	Delavan		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53115		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2033439	ANDROHEP	
<b>Registration Number:</b>	4300627	ANDROPRO	
<b>Registration Number:</b>	4461803	APX2	
<b>Registration Number:</b>	3250053	AUTOMATE	
<b>Registration Number:</b>	4455027	BOVIPRO	
<b>Registration Number:</b>	2765312	CRYOGUARD	
<b>Registration Number:</b>	4429815	CSP	
<b>Registration Number:</b>	2795647	ENDURAGUARD	
<b>Registration Number:</b>	2728049	EQUIPRO	
<b>Registration Number:</b>	2034996	MINIFLUSH	
<b>Registration Number:</b>	4566490	MOFA	
<b>Registration Number:</b>	2881751	SPERM VISION	
<b>Registration Number:</b>	4494111	US BAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048538806		
<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>	4048538806		
<b>Email:</b>	sheriprime@eversheds-sutherland.com		
<b>TRADEMARK</b>			

CH \$340.00 2033439

**Correspondent Name:** Pete Pappas / Eversheds Sutherland  
**Address Line 1:** 999 Peachtree Street NE  
**Address Line 2:** Suite 2300  
**Address Line 4:** Atlanta, GEORGIA 30309

**NAME OF SUBMITTER:** Pete Pappas

**SIGNATURE:** /Pete Pappas/

**DATE SIGNED:** 01/29/2019

**Total Attachments: 18**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made effective as of October 1, 2018, Minitube USA, Inc., a Delaware corporation ("US Buyer"), Mexitube Alemania, S.A. de C.V., an entity organized pursuant to the laws of the United Mexican States ("Mexican Buyer"), Minitube Canada, Ltd., a corporation organized pursuant to the laws of British Columbia ("Canadian Buyer") and Minitub do Brasil Ltda., an entity organized pursuant to the laws of the Federative Republic of Brazil ("Brazilian Buyer"; each of US Buyer, Mexican Buyer, Canadian Buyer and Brazilian Buyer also being referred to herein as an "Assignee"), MofA Group LLC, a Delaware limited liability company ("Group"), MOFA Global, Inc., a Wisconsin corporation ("Global"), MOFA Global Mexican Division, LLC, a Wisconsin limited liability company ("MOFA Mexico"), Minitube de Mexico, S. de R.L. de C.V., an entity organized pursuant to the laws of the United Mexican States ("Minitube Mexico"); each of Group, Global, MOFA Mexico and Minitube Mexico also being referred to herein as an "Assignor").

### RECITALS

WHEREAS, this Assignment is made pursuant to that certain Asset Purchase Agreement dated as of September 20, 2018 (the "Purchase Agreement"), by and among Assignees and Assignors.

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to assign, convey, transfer and deliver to Assignees, and Assignees agree to acquire and accept, all of Assignors' worldwide right, title and interest in and to MOFA Intellectual Property (as defined in the Purchase Agreement). Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignors agree as follows:

1. Assignment of MOFA Intellectual Property.

(a) Assignment of Patents and Patent Applications. Assignors hereby assign, convey, transfer and deliver to Assignees their entire right, title and interest in and to any patent or patent application listed in Exhibit A attached hereto and in any continuations, divisionals, foreign filings, continuations-in-part, extensions, reissues, renewals or reexaminations or reissues that may result from such patents or applications, and in and to any patents that may result from such applications, and in and to any other protectable aspects of the inventions of which such patent applications are based.

(b) Assignment of Trademarks and Service Marks. Assignors hereby assign, convey, transfer and deliver to Assignees their entire right, title and interest in and to all registered and unregistered trademarks and service marks, including all pending trademark and service mark applications, and all trademark and service mark registrations listed in Exhibit B attached hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of and symbolized by the trademarks or service marks, and including all common law and other rights thereto. With respect to any United States intent-to-use trademark applications or service mark applications set forth on Exhibit B, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark or service mark pertains, and that business is ongoing and existing.

(c) Assignment and Transfer of Domain Names. Assignors hereby assign, convey, transfer and deliver to Assignees their entire right, title and interest in and to any and all domain names

listed in Exhibit C attached hereto (the "Assigned Domain Names"), including any trademark rights associated with the domain name itself and associated goodwill, and any and all Internet traffic to the Assigned Domain Names and any and all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof or any causes of action for cybersquatting of the Assigned Domain Names that may have accrued prior to the execution date of this Assignment. Additionally, Assignors agree to transfer all of their right, title and interest in and to all content on all websites associated with the Assigned Domain Names, including but not limited to copyrights to any and all web pages and content on the web pages, page layouts for the websites, all graphics used at the websites, all databases generated for the websites, online forms and scripts used at the websites and all banner or other advertisements for the websites. Upon execution of this Assignment, Assignors will promptly institute a transfer of the Assigned Domain Names to Assignees in accordance with the domain name procedures enacted by the appropriate domain name registrar. Assignors agree to cooperate with Assignees to facilitate the transfer of ownership of any and all Assigned Domain Names to Assignees' designated domain name registrars.

(d) Assignment of Any Other Intellectual Property. Assignors hereby assign, convey, transfer and deliver to Assignees their entire right, title and interest in and to any copyright (whether registered or unregistered), copyright applications, and including any issuances, extensions, or renewals of said copyrights and copyright applications, trade secrets, trade names, confidential information, know-how, ideas, concepts, design rights, database rights, methodology, or inventions, created or authored by or on behalf of Assignors or any of their employees, agents or representatives listed in Exhibit D attached hereto, whether such rights are in copyright or other form of MOFA Intellectual Property, including any derivative work based in whole or in part on any of the items described above, and any right to use or exploit any of the foregoing.

(e) Transfer and License of Non-Assignable MOFA Intellectual Property. If any of the purchased MOFA Intellectual Property (as defined in the Purchase Agreement) is not by its terms assignable or requires the consent of a third party, or a transfer of rights from said third party in the purchased MOFA Intellectual Property assets, in connection with the transaction contemplated by the Purchase Agreement, Assignors will use commercially reasonable efforts, and Assignees will cooperate in all reasonable respects therewith, to obtain all assignments, consents, and/or waivers, whichever the case may be, and to resolve all impracticalities of assignments and transfers necessary to convey such purchased MOFA Intellectual Property to Assignees. If any such purchased MOFA Intellectual Property is not able to be assigned or transferred, Assignors will use commercially reasonable efforts to provide or cause to be provided to Assignees, to the extent permitted by applicable law, the benefits thereof, to the same practical extent as if Assignors have transferred all right, title and interest in said purchased Intellectual Property to Assignees.

2. Assignment of Accrued Rights. Assignors assign to Assignees their entire right, title and interest in and to any causes of action for infringement or unauthorized use of any of the MOFA Intellectual Property specified in Paragraphs 1(a) through 1(e) that may have accrued prior, on, or after the execution date of this Assignment, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignors assign to Assignees all rights of any kind whatsoever of Assignor accruing under any of the foregoing MOFA Intellectual Property specified in Paragraphs 1(a) through 1(e) provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world. Assignors assign to Assignees any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing MOFA Intellectual Property specified in Paragraphs 1(a) through 1(e).

3. Recordation and Further Assurances.

(a) Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment of Intellectual Property upon request by Assignees.

(b) At Assignees' sole cost and expense, Assignors will provide Assignees, their respective successors, assigns or other legal representatives, cooperation and assistance at Assignees' reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required):

(i) to vest in Assignees title to the MOFA Intellectual Property and to fulfill and discharge the obligations of conveyance hereunder and under the Purchase Agreement;

(ii) in the preparation and prosecution of any applications for patents, trademarks, or copyrights, or registration of the MOFA Intellectual Property assigned pursuant to this Assignment;

(iii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the MOFA Intellectual Property assigned pursuant to this Assignment; and

(iv) in the implementation or perfection of this Assignment.

(c) Each of the Assignors agree to not assist or encourage, through action or inaction, any challenge to the validity, enforceability or ownership of any MOFA Intellectual Property assigned hereby.

4. Savings Clause. For the avoidance of doubt, nothing in this Assignment will be deemed to supersede, enlarge or modify any of the rights or obligations of Assignees or Assignors under the Purchase Agreement, all of which will survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between this Assignment and the Purchase Agreement, the Purchase Agreement will govern and control.

*[remainder of page intentionally left blank; signatures on next page]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first written above.

ASSIGNORS:

MOFA GROUP LLC

BY David E Melling  
Its SECRETARY - TREASURER

Subscribed and sworn to before me this 27 day of September, 2018.

Notary Public: Roger Olson

MOFA GLOBAL, INC.

BY David E Melling  
Its SECRETARY - TREASURER

Subscribed and sworn to before me this 27 day of September, 2018.

Notary Public: Roger Olson

MOFA GLOBAL MEXICAN DIVISION, LLC

BY David E Melling  
Its SECRETARY - TREASURER

Subscribed and sworn to before me this 27 day of September, 2018.

Notary Public: Roger Olson

MINITUBE DE MEXICO, S. DE R.L. DE C.V.

BY \_\_\_\_\_  
Its \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2018.

Notary Public: \_\_\_\_\_

ASSIGNEES:

MINITUBE USA, INC.

BY \_\_\_\_\_  
Its \_\_\_\_\_

MINITUBE CANADA, LTD.

BY \_\_\_\_\_  
Its \_\_\_\_\_

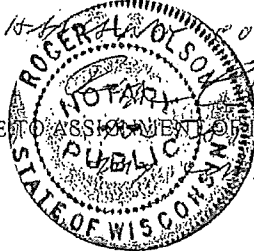
MEXITUBE ALEMANIA, S.A. DE C.V.

BY \_\_\_\_\_  
Its \_\_\_\_\_

MINITUB DO BRASIL LTDA.

BY \_\_\_\_\_  
Its \_\_\_\_\_

DAVID E. MELLINGER CAME BEFORE ME THIS 27th DAY OF SEPTEMBER 2018 IN THE CITY OF SHAWANO, SHAWANOE COUNTY, STATE OF WISCONSIN.



[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

MISSION EXPIRES 9/20/2019

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first written above.

**ASSIGNORS:**

**MOFA GROUP LLC**

BY \_\_\_\_\_  
Its \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2018.

Notary Public: \_\_\_\_\_

**MOFA GLOBAL, INC.**

BY \_\_\_\_\_  
Its \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2018.

Notary Public: \_\_\_\_\_

**MOFA GLOBAL MEXICAN DIVISION, LLC**

BY \_\_\_\_\_  
Its \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2018.

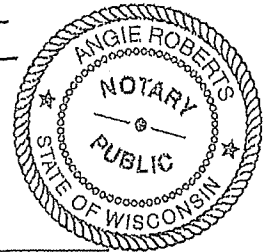
Notary Public: \_\_\_\_\_

**MINITUBE DE MEXICO, S. DE R.L. DE C.V.**

BY [Signature]  
Its President

Subscribed and sworn to before me this 27 day of September, 2018.

Notary Public: [Signature]



**ASSIGNEES:**

**MINITUBE USA, INC.**

BY \_\_\_\_\_  
Its \_\_\_\_\_

**MINITUBE CANADA, LTD.**

BY \_\_\_\_\_  
Its \_\_\_\_\_

**MEXITUBE ALEMANIA, S.A. DE C.V.**

BY \_\_\_\_\_  
Its \_\_\_\_\_

**MINITUB DO BRASIL LTDA.**

BY \_\_\_\_\_  
Its \_\_\_\_\_

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**ASSIGNORS:**

**MOFA GROUP LLC**

BY \_\_\_\_\_  
Its \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2018.

Notary Public: \_\_\_\_\_

**MOFA GLOBAL, INC.**

BY \_\_\_\_\_  
Its \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2018.

Notary Public: \_\_\_\_\_

**MOFA GLOBAL MEXICAN DIVISION, LLC**

BY \_\_\_\_\_  
Its \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2018.

Notary Public: \_\_\_\_\_

**MINITUBE DE MEXICO, S. DE R.L. DE C.V.**

BY \_\_\_\_\_  
Its \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2018.

Notary Public: \_\_\_\_\_

**ASSIGNEES:**

**MINITUBE USA, INC.**

BY [Signature]  
Its President

**MINITUBE CANADA, LTD.**

BY [Signature]  
Its Director

**MEXITUBE ALEMANIA, S.A. DE C.V.**

BY [Signature]  
Its Director

**MINITUB DO BRASIL LTDA.**

BY [Signature]  
Its Director

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]



EXHIBIT A

PATENTS AND PATENT APPLICATIONS

Patent No. / Application No.	Title	Filing Date	Status – Issue Date	Expiration Date
US Provisional Application No. 61/656,465	Multi-Compartment Container for Biological Fluids	6/6/2012	Filed as USSN 13/911,618 (USP 9,398,941)	n/a
U.S. Patent No. 9,398,941	Multi-Compartment Container for Biological Fluids	6/6/2013	Issued 7/26/16	12/27/2033
PCT application No. PCT/US2013/44517 (WO2013/184919)	Multi-Compartment Container for Biological Fluids	6/6/2013	National Stage filed in Brazil, Canada, Mexico, and Europe	n/a
Brazilian Patent Application No. 112014030615-0	Multi-Compartment Container for Biological Fluids	12/5/2014	Pending National Stage Entry (BZ) of PCT/US2013/44517 (WO2013/184919)	Pending (12/5/2034)
Canadian Patent Application No. 2,875,791	Multi-Compartment Container for Biological Fluids	12/4/2014	Pending - Published National Stage Entry (CA) of PCT/US2013/44517 (WO2013/184919)	Pending (12/4/2034)
European Patent Application No. 13731562.8 (EP2858594)	Multi-Compartment Container for Biological Fluids	12/4/2014	Pending - Published National Stage Entry (EP) of PCT/US2013/44517 (WO2013/184919)	Pending (12/4/2034)
Mexican Patent Application No. MX/a/2014/014965	Multi-Compartment Container for Biological Fluids	12/5/2014	Pending – Published National Stage Entry (MX) of PCT/US2013/44517 (WO2013/184919)	Pending (12/5/2034)
U.S. Patent Application No. 60/821,044	Reproductive Cell Media Composition and Methods for Improving Fertility	8/1/2006	Filed as PCT Application No. PCT/US2007/074935 Lapsed	n/a
PCT Application No. PCT/US2007/074935 (WO 2008/016958)	Reproductive Cell Media Composition and Methods for Improving Fertility	8/1/2007	No national stage applications	n/a
U.S. Patent No. 7,718,124 (US)	Counting, Viability Assessment, Analysis and	6/2/2005	Issued 5/18/10	2/3/2029

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Patent No. / Application No.	Title	Filing Date	Status – Issue Date	Expiration Date
	Manipulation Chamber			
PCT Application No. PCT/US06/21329 (WO2006130790)	Counting, Viability Assessment, Analysis and Manipulation Chamber	6/1/2006	National Stage filed in Europe (EP1886177)	n/a
European Patent No. 1886177	Counting, Viability Assessment, Analysis and Manipulation Chamber	6/1/2006	Granted 9/29/10: France Germany The Netherlands	6/1/2026
European Patent No. 2270573	Cover for Counting, Viability Assessment, Analysis and Manipulation Chamber	9/10/2010	Granted 8/13/2014: France Germany Italy Spain The Netherlands United Kingdom	6/1/2026
U.S. Patent No. 6,527,703	Device for Sow Intra-Uterine Insemination and Embryo Transfer	6/14/2001	Issued 3/4/03	6/14/2021
U.S. Patent Application No. 10/379,388	Device for Sow Intra-Uterine Insemination and Embryo Transfer	3/4/2003	Abandoned (unpublished) Claims priority to US Pat. No. 6,527,703	n/a
PCT Application No. PCT/US02/04889 (WO02102272)	Device for Sow Intra-Uterine Insemination and Embryo Transfer	2/20/2002	National Stage filed in Brazil, Canada and Europe	n/a
Brazilian Patent No. BR0210389 National Stage Entry (BZ) of WO0210227	Device for Sow Intra-Uterine Insemination and Embryo Transfer	2/20/2002	Granted 10/19/2010 (Lapsed 4/8/14)	n/a
Canadian Patent No. CA2449991 National Stage Entry (CA) of WO0210227	Device for Sow Intra-Uterine Insemination and Embryo Transfer	2/20/2002	Granted 11/27/07 (Lapsed 2/21/11)	n/a
European Patent No. 1395198 (DE Pat. No. 6020525) National Stage Entry (EP) of WO0210227:	Device for Sow Intra-Uterine Insemination and Embryo Transfer	2/20/2002	Granted 7/27/05 Lapsed 2/20/17: Denmark, Spain, Great Britain, Italy, Germany, France, The Netherlands	n/a

Patent No. / Application No.	Title	Filing Date	Status – Issue Date	Expiration Date
Mexican Patent No. MX248242	Device for Sow Intra-Uterine Insemination and Embryo Transfer	2/20/2002	Granted 8/21/07 Lapsed 2/20/17	n/a
Polish Patent No. PL366663	Device for Sow Intra-Uterine Insemination and Embryo Transfer	2/20/2002	National Stage Entry (PL) of WO0210227 Granted 3/9/09 (Lapsed)	n/a
U.S. Patent No. 5,505,716	Embryo Collector	2/2/1993	Issued 4/9/96 Expired (4/9/13)	4/9/2013
U.S. Patent No. 5,671,667	Multi-Line Straw Printer	4/10/1996	Issued 9/30/97 Expired (4/10/16)	4/10/2016
European Patent No. EP0798118	Multi-Line Straw Printer	4/10/1997	Granted (3/6/2002) and Lapsed in France and Germany	4/10/2017
U.S. Patent No. 6,849,394	Compositions Comprising Reproductive Cell Media and Methods for Using Such Compositions	2/21/2002	Issued 2/1/05 (Lapsed)	n/a
U.S. Patent Application No. 10/685953 Divisional of U.S. Patent No. 6,849,394	Compositions Comprising Reproductive Cell Media and Methods for Using Such Compositions	10/15/2003	Abandoned 7/15/16	n/a
PCT Application No. PCT/US2003/004258 (WO 2003/072707)	Compositions Comprising Reproductive Cell Media and Methods for Using Such Compositions	2/11/2003	National Stage filed in Europe	n/a
European Patent Application No. EP1482788	Compositions Comprising Reproductive Cell Media and Methods for Using Such Compositions	9/21/2004	National Stage Entry (EP) of PCT/US2003/004258 Abandoned 4/17/09	n/a
U.S. Provisional Application No. 60/821044	Reproductive Cell Media Compositions and Methods for Improving Fertility	8/1/2006	Filed as PCT/US2007/074935	n/a
PCT Application No. PCT/US2007/074935 (WO 2008/016958)	Reproductive Cell Media Compositions and	8/1/2007	No National Stage Applications filed	n/a

Patent No. / Application No.	Title	Filing Date	Status – Issue Date	Expiration Date
	Methods for Improving Fertility			
U.S. Patent No. 5,961,503	Boar Semen Collection Bag	5/13/1998	Issued 10/5/99	5/13/2018
Canadian Patent No. 2,236,748	Boar Semen Collection Bag	6/2/1998	Issued 9/2/2003	6/2/2018
PCT Application No. PCT/US01/20426 (WO 2002/002171)	Coextruded Plastic Catheter	6/27/2001	No national stage filings. Priority to USSN 09/606,704	n/a
U.S. Patent Application No. 09/606,704	Coextruded Plastic Catheter	6/29/2000	Abandoned 12/16/02	n/a
PCT Application No. PCT/US01/20337 (WO 2002/002029)	Container for Semen and Other Biological Liquids	6/27/2001	No national stage filings. Priority to USP 6,551,819	n/a
U.S. Patent No. 6,551,819	Container for Semen and Other Biological Liquids	6/29/2000	Issued 4/22/03 Expired (5/23/11)	5/23/2011
U.S. Patent No. 6,596,472	Reproductive Cultures Containing Colloidal Silver	6/14/2001	Issued 7/22/03 Expired (8/22/11)	8/22/2011

EXHIBIT B

TRADEMARKS

The following statutory names:

Name	Date of First Use
MofA Group LLC	1-9-2014
MOFA Global, Inc.	as of 6-16-2014
MOFA Global Mexican Division, LLC	as of 6-16-2014
Minitube de Mexico	as of 6-16-2014

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EXHIBIT C

DOMAIN NAMES

Domain Name	Registrar	Expiration Date	Account Holder
mofaglobal.com	Network Solutions	01/23/2022	CRI

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EXHIBIT D

OTHER INTELLECTUAL PROPERTY

1. The following intangible Intellectual Property:
  - Media: Formulations including specifications for substances and materials, SOPs, production techniques including the quality control practices, specifications of acceptance criteria and other technical standards for products manufactured by MofA Group LLC, including various media for the collection, analysis, storage and preservation of cells, gametes, embryos and biological fluids used in the animal assisted reproduction industries.
  - Disposable devices: Production techniques, drawings, electrical and pneumatic diagrams, software and source codes where applicable for machine control and usage for manufacturing machines, SOPs and processes including quality control practices and specifications used in the manufacture of various disposable devices used in the animal assisted reproduction industries.
  - Devices and automated machines: Production techniques, drawings, electrical and pneumatic diagrams, software and source codes where applicable for machine control and usage, SOPs and processes including quality control practices and specifications used in the manufacture of various lab and field devices and automated machines, used in the animal assisted reproduction industries.
  - Software: software and source codes as applicable, drawings, electrical and pneumatic diagrams, SOPs, techniques and processes used for the analysis of cells in biological fluids like sperm in semen for purposes like initial evaluation of raw ejaculates, QC of holding samples or post-thaw samples, including software for the SpermVision CASA system, automated microscope stages and Autodiluter used in the imaging of various cells and biological fluids in the animal assisted reproduction industries as well as Prism and Herdvision.
  - COPYRIGHTS - Proprietary software including:
    - Sperm Vision® - image analysis software and system for semen analysis (CASA)
    - Herdvision™ - bovine embryo transfer practice software
    - Prism® - Boar stud management software that integrates all lab equipment (CASA, extender dilution, semen packaging, reports, etc.)
2. The lists below include the most important trade secrets, processes and other know-how (which is not formalized other way) but it may not be comprehensive. As in any other lab, the existing SOPs and lab books may not always include the entirety of knowledge and processes practiced inside the lab. The lists below groups them into several areas/platforms, to be owned by Buyers.

- PorSed – Research and know-how to increase performance of Sellers' porcine extenders: enhance the litter size, reduce the number of sperm cells in artificial insemination doses and reduce the use of antibiotics.
- Sperm Concentration and use of seminal plasma – Intellectual Property generated from finding methods to enhance Sellers' extenders to preserve semen at low sperm concentrations.
- Spermvision Slides – Develop a new slide coating solution to enhance progressive motility in the Sperm Vision cell counting chamber (CASA system slide) for Sellers.
- Iglo – Develop improved methods of freezing IVF embryos to increase pregnancy rates with the goal of increasing the blastocyst rate to levels that are similar to standard IVF.

3. The following licensed Intellectual Property:

Licensor	Licensee	IP or Industrial Rights Used/Granted	Agreement Date
GO2 International	MofA Group LLC	Disinfectant product marketed as Triacide™	3/15/2016
MTI	MofA Group LLC	Automate® patent family, including: US 11/658,211 US 13/975,017	5/15/2014

Without limiting the foregoing, know-how and trade secrets in the foregoing and common law rights in any unregistered trademarks used in connection with the MOFA Core Business.



# MofA Global Inventory List - Trade or Service Marks

Renewal timing:  
 US = 10 yrs  
 CA = 15 yrs  
 Madrid, CTM = 10 yrs  
 MX, AR, BR, AU = 10 yrs

Mark	Atty of Record	Docket No.	Jurisdiction	Serial No. Reg No.	Int. Class	Status	Renewal Dates	Comments	NOTES
ANDROHEP	Whyte Hirschboeck	MOA30251	US	74/703,321 2,033,439	5	Registered 1/28/1997	2027 January 28		Co-owned with MTI
ANDROHEP	Whyte Hirschboeck	MOA30251CA	Canada	TMA 492,494 820,610	1	Reg: 04/07/1998 Renewed: 4/7/2013	2028 April 7		Co-owned with MTI
ANDROHEP	Whyte Hirschboeck		Mexico	0119851351294 Reg#:1453582	1	Registered 5/9/2014	2023 Feb 22		Co-owned with MTI
ANDROHEP	Whyte Hirschboeck		Denmark	0119851351279 Reg#:1985402	5	Registered 7/30/2013	2023 Feb 22		Co-owned with MTI
ANDROHEP	Whyte Hirschboeck		Denmark	VA199507010 Reg#: 1996 04168	1	Registered 7/12/1996	2026 July 12		Co-owned with MTI
ANDROHEP	Whyte Hirschboeck		Germany	DE39512508	5	Reg: 1/9/1995 Renewed: 1/4/2015	2025 March 31		Co-owned with MTI
ANDROHEP	Whyte Hirschboeck		UK	011964831	1,5	Registered 12/05/2013	2023 July 8		Co-owned with MTI
ANDROHEP	Whyte Hirschboeck		Int'l (11): Australia Benelux China France Italy Japan Austria Poland Spain South Korea Czech Republic	011964831 Reg. 1608670	1,5	Reg: 12/5/2013 2013-07-09	2023-07-08 2025-09-13		Co-owned with MTI
ANDROPRO	Whyte Hirschboeck	MOA37633	US	85/654,520 4,300,627	5	Registered 03/12/2013	2023 March 12	8 & 15 due March 12	
ANDROPRO	Whyte Hirschboeck	MOA37633IZ	Madrid (3): Australia EU China	A0030430 1128268	5	Registered: 6/21/12	2022 June 21		Russian Federation: resp. to refusal 1/31/14
ANDROPRO	Whyte Hirschboeck	MOA37633MX	Mexico	1286340	5	Registered 7/31/2013	2023 July 31		
ANDROPRO	Whyte Hirschboeck	MOA37633CA	Canada	1387577 1583275	5	Registered 3/5/14	2029 March 5		
ANDROPRO	Whyte Hirschboeck	MOA37633BR	Brazil	TMA872,649 840,181,663	5	Allowed	tdb		Assigned to MOFA
APX2	Whyte Hirschboeck	MOA38166	US	85/929,207 4,461,803	1,5	Registered 01/07/14	2020 2024		
APX2	Whyte Hirschboeck	MOA38166IZ	Madrid (3): EU Australia Russia	A0035874 1176353	1,5	Registered 5/17/13 China lapsed	2023 May 17	China instructed to lapse	
APX2	Whyte Hirschboeck	MOA38166MX	Mexico	1375363	1	Registered: 01/29/14	2024 Jan 29		Answer to OA filed 9/5/13
APX2	Whyte Hirschboeck	MOA38166AR	Argentina	2652785	1,5	Registered 07/11/14	2024 July 11		
APX2	Whyte Hirschboeck	MOA38166CA	Canada	2652787 1627594	1	Registered 09/16/14	2029 Sept 16		
APX2	Whyte Hirschboeck	MOA38166BR	Brazil	TMA885,976	5	Published 10/8/13			Assigned to MOFA
APX2	Whyte Hirschboeck	MOA38166BR	Brazil	840522177	1,5	Pending			
APX2	Whyte Hirschboeck	MOA38166BRA	Brazil	840522088	1,5	Published 10/8/13			Assigned to MOFA
AUTOMATE	Whyte Hirschboeck	MOA33482MX	Mexico	757776 922130	10	Registered 02/27/06	2016 Feb 27	Renewal filed 16/10/2015	MTI assigned to MOFA in 2014 settlemt
AUTOMATE	Whyte Hirschboeck	MOA33482	US	787/758,606 3,250,053	10	Registered 06/05/07	2027 June 5		MTI assigned to MOFA in 2014 settlemt
AUTOMATE	Whyte Hirschboeck		Canada	1,280,498 922130		Registered 06/05/07	2022 June 05		MTI assigned to MOFA in 2014 settlemt
AUTOMATE	Whyte Hirschboeck	MOA33482CTM	CTM Europe & other countries	4676086 4676086	10	Registered 08/24/06	2025 October 7		MTI assigned to MOFA in 2014 settlemt
BOVIPRO	Whyte Hirschboeck	MOA38186	US	85/944,764 4,455,027	1,5	Registered 12/24/13	2023 Dec 24	8 & 15 due 12-24-19	
BOVIPRO	Whyte Hirschboeck	MOA38186IZ	Madrid (4): Australia China EU Russia	A0039127 1184477	1,5	Registered: 3/19/14 8/8/14 10/14/14 11/21/14	2024 Earliest: March 19		
BOVIPRO	Whyte Hirschboeck	MOA38186CA	Canada	1651370 TMA916,493	5	Registered 10/5/15	2030 Oct 5		
BOVIPRO	Whyte Hirschboeck	MOA38186BR	Brazil	840712260	1,5	Published 4/8/14	Waiting on 2-20 response to nullity		Assigned to MOFA
BOVIPRO	Whyte Hirschboeck	MOA38186BRA	Brazil	840712324	1,5	Published 4/8/14	Waiting on 2-20 response to nullity		Assigned to MOFA

CRYOGUARD	Whyte Hirschboeck	MOA31745CA	Canada	1,147,468 TMA629,220	5	Registered 1/04/2005	2020 Jan 4		
CRYOGUARD	Whyte Hirschboeck	MOA31745AU	Australia	920521	5	Registered 1/14/2003	2022 Julv 19		
CRYOGUARD	Whyte Hirschboeck	MOA31745MX	Mexico	588,196 785272	5	Registered 3/27/2003	2022 Julv 26		
CRYOGUARD	Whyte Hirschboeck	MOA31745	US	76/363,722 2,765,312	5	Registered 09/16/03	2023 Sept 16		
CRYOGUARD	Whyte Hirschboeck	MOA31745AR	Argentina	3,309,976 2,678,612	5	Registered 2/02/2004	2024 Feb 20		
CRYOGUARD	Whyte Hirschboeck	MOA31745CTM	Internat'l CTM (13)	2809366	5	Registered 9/10/14: Austria Benelux Germany Denmark Spain Finland France United Kingdom Greece Ireland Italy Portugal Sweden	2024 Sept 10		
ep	Whyte Hirschboeck	MOA37721	US	85/724,108 4,429,815	5	Registered 11/05/13	2023 Feb 19	8 & 15 due 11/5/18	Exclusivity Co-owned w/ MTI
CSP	Whyte Hirschboeck	MOA37721IZ	Madrid Protocol	A0032089 1138428	5	Registered (Int'l) 10/02/2012	2022 Oct 2	Granted: Australia Waiting: China EU (opposition filed) Russian-Fed (4- 14 refusal)	Exclusivity Co-owned w/ MTI EU (bloMerleux): Cooling off period extended to 5-12-20
CSP	Whyte Hirschboeck	MOA37721MX	Mexico	1314853 1411359	1	Registered 11/13/13	2023 Nov 13	Refused Class 5	Exclusivity Co-owned w/ MTI
CSP	Whyte Hirschboeck	MOA37721BR	Brazil	840329857	5	Granted 10-27-15 Filed 11/13/2012	2025 Oct 27	waiting for certificate	Exclusivity Assigned to MOFA
CSP	Whyte Hirschboeck	MOA37721CA	Canada	1596006 TMA865,849	5	Registered 12/05/2013	2028 Dec 6		Exclusivity Co-owned w/ MTI
ENDURAGUARD	Whyte Hirschboeck	MOA31744CA	Canada	1,147,466 TMA597,727	5	Registered 12/11/03	2018 Dec 11		
ENDURAGUARD	Whyte Hirschboeck	MOA31744	US	76/363,723 2,795,647	5	Registered 12/16/03	2023 Dec 16		
ENDURAGUARD	Whyte Hirschboeck	MOA31744CTM	US	2,809,342 2809341	5	Registered 12/17/03	2023 Dec 16		
EQUIPRO	Whyte Hirschboeck	MOA31743CA	Canada	1,147,467 TMA597,469	5	Registered 12/15/2003	2018 Dec 15		
EQUIPRO	Whyte Hirschboeck	MOA31743AU	Australia	920355	5	Registered 12/03/2002	2022 Julv 18		
EQUIPRO	Whyte Hirschboeck	MOA31743	US	76/363,724 2,728,049	5	Registered 6/17/03	2023 June 17		
EQUIPRO	Whyte Hirschboeck	MOA31743AR	Argentina	2,383,315 1,971,327	5	Registered 2/20/04	2024 Feb 20		
MINIFLUSH	Whyte Hirschboeck	MOA30255	US	74/703,323 2,034,996	10	Registered 02/04/1997	2027 Feb 4		
MOFA	Whyte Hirschboeck	MOA38165MX	Mexico	1377377/1453212 1377378/1390744 1377379/1445239 1377380/1444441	4 classes: 1 5 9 10	Reg: 5/8/14 8/16/13 3/31/14 10/14/14	2023 and 2024		
MOFA	Whyte Hirschboeck	MOA38165	US	85/929,193 4,566,490	1, 5, 9, 10	Registered 7/15/14	2024 Julv 15		
MOFA	Whyte Hirschboeck	MOA38165IZ	Madrid Protocol 5 Jurisdictions	A0035902 1184002	4 classes: 1 5 9 10	Reg: Aust 3/26/14 China 9/25/14 EU 10/14/14 NZ 3/20/14 Russ. Fed 11/18/14	2024 March 26		
MOFA	Whyte Hirschboeck	MOA38165CA	Canada	1627679 TMA918935	1, 5, 9, 10	Registered 10/30/2015	2030 Oct 30		
MOFA	Whyte Hirschboeck	MOA38165CL B and C	Chile	1060947 1060949 1060950	3 classes: 1 9 10	Reg: 11/28/14 5/7/15 6/9/15	2024 2025 (May 7) 2025 (June 9)		
MOFA	Whyte Hirschboeck	MOA38165BR A/B/C	Brazil	840527292 840527314 840527276 840527349	4 classes: 1 5 9 10	Reg. 10-4-16 Published 10/8/13	2026 (Oct 4) tbd tbd tbd	Assigned to MOFA	Assigned to MOFA
MOFA	Whyte Hirschboeck	MOA38165AR A/B/C	Argentina	3249885 3249884/2677199 3249883/2664495 3249882/2664494	4 classes: 1 5 10 9	OA resp 7-2018 Reg: 9/23/14 Reg: 7/21/14 Reg: 7/21/14	2024 Sept 23		
Filed 5/29/2013 SPERM VISION	Whyte Hirschboeck	MOA32118IZ B	Madrid Protocol 2 Jurisdictions	A0030974 1128738	9	Reg: France (2012) Spain (1/28/13) Refused: Germany	2022 xxxxx	Refusal: Germany Intl lapsed descriptiveness	

SPERM VISION and design  
Trademark



Whyte Hirschboeck MOA32118CTM European - CTM

11070001 9,10,42

Registered:  
12/25/12  
Dec 25  
Austria, Bulgaria  
Benelux, Cyprus  
Czech Republic  
Germany, Denmark  
Estonia, Spain  
Finland, France  
United Kingdom  
Greece, Hungary  
Ireland, Italy  
Lithuania, Latvia  
Malta, Poland  
Portugal, Romania  
Sweden, Slovenia  
Slovakia

SPERM VISION	Whyte Hirschboeck	MOA32118	US	2,881,751 78/300,238	9	Registered 9/07/04	2024 Sept 7
US BAG	Whyte Hirschboeck	MOA38214	US	85/954,845 4,494,111	10	Reg: 3/11/14 Deci: 3/11/19	2024 Section 8/15 due 3/11 March
US BAG	Whyte Hirschboeck	MOA38216CA	Canada	1651371 TMA899,069	10	Reg 3/18/15 Filed 11/12/2013	2030 March
US BAG	Whyte Hirschboeck	MOA38215BR	Brazil		10	Date of 1st Use May 2002	Unfiled Unfiled




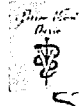
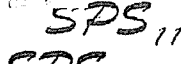





Common Law Marks Logo Date of Last Use (Abandoned) First Date of Use

AM			US	N/A			May-12
ANDROSEP	<b>AM AndroSep</b>			N/A			10/31/2013
BIOLUBE Nonspermioidal lubr.	<b>BioLube™</b>			N/A			Jun-14
BOVIPRO Logo							
CANIPRO			US	N/A			1/19/2005
CELLMAX	<b>CellMax™</b>		US	N/A			3/1/2017
CHILL 10	<b>Chill 10</b>		US	N/A			2/1/2007
CHILLGUARD	<b>ChillGuard</b>		US	N/A			1/1/2013
CPOG Certified Pigs on the Ground			US	N/A			6/1/2016
COOLGUARD	<b>CoolGuard</b>		US	N/A			6/27/2013
EQUIPRO Logo							
HERDIVISION		N/A	US	N/A			12/24/2009
HERDI Logo							
IVANTAGE Production Software		N/A	US	N/A			6/1/2007
MAVIC	<b>MAVIC™</b>		US	N/A			3/21/2008
MOFA Global Design	<b>MOFA GLOBAL</b>				1,5,9,10		
PEGASUS logo		N/A	US	N/A			8/1/2013
PIGS ON THE GROUND Name and design		N/A	US	N/A			6/1/2016
PM	<b>PM</b>		US	N/A			5/1/2012
POLYGLIDE	<b>POLYGLIDE</b>		US	N/A			2/1/2012
PORCIPRO			US	N/A			9/1/2005
PRISM name and design			US	N/A			6/11/1998
PURELINE PLUS Extender	<b>PureLine Plus</b>		US	N/A			5/1/2016



Replacing Miniluba



SANISHIELD		N/A	US	N/A		6/27/2013
SEMSEP			US	N/A		6/1/2004
SPERMAQ-II			US	N/A		10/1/2013
SPERMVISION SAR			US	N/A		8/1/2008
SPERMVISION THER 10		N/A	US	N/A		11/1/2012
SPS		N/A	US	N/A		2002 2008
SPS 11DC, SPS21				N/A		
TCI CATHETER		N/A	US	N/A		7/1/2006
TCI ENDOSCOPE				N/A		
TRIACIDE™		N/A	US	N/A		9/1/2015
Tradename & design				N/A		
TRUE-AI		N/A	US	N/A	CL 107	Int:12-26-17 Extl: tbd
Tradename & design				N/A		
WISTIP UNIFLEX		N/A	US	N/A		6/1/2007
ULTRASEAL 21		N/A	US	N/A		2/1/2005
US BAG	Whyte Hirschboeck MOA38215BR		Brazil		10	5/1/2002
						Unfiled
						Unfiled

MOFA markets are generally N.Am, S.Am, Europe and China.