

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IVF Sciences Colorado, Inc.	09/03/2001
RECEIVING PARTY DATA	
Name:	Vitrolife AB
Street Address:	Molndalsvagen 30
City:	Goteburg
State/Country:	SWEDEN
Postal Code:	SE 412 63
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	09201594
Patent Number:	6838235
Application Number:	10895809
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	033948-0128
NAME OF SUBMITTER:	Michelle Manning
Total Attachments: 2	

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**PATENT**  
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**PATENT**  
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#### **ASSIGNMENT AND AGREEMENT**

*WHEREAS, IVF Sciences Colorado, Inc.*, a Colorado corporation of Colorado, having a place of business at 799 E. Hampden Avenue, Suite 300, Englewood, Colorado 80110, (hereinafter referred to as "ASSIGNOR") owns all rights to a certain invention entitled **SYSTEM AND SEQUENTIAL CULTURE MEDIA FOR IN VITRO FERTILIZATION** for which an application for United States Letters Patent was filed on November 30, 1998, as Application No. 09/201,594, and a Patent Cooperation Treaty application was filed on November 30, 1999 as Application No. PCT/US99/28408.

*WHEREAS, Vitrolife AB*, a corporation duly organized and existing under the laws of Sweden, and having its principal place of business at Molndalsvagen 30, SE 412 63, Goteburg, SWEDEN, (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 3<sup>rd</sup> day of September, 2001.

IVF Sciences Colorado, Inc.

Peter Svalander

By: Peter Svalander

Title: President and CEO

State of SWEDEN )  
City of Mölnadal ) ss.  
County of Mölnadal )

On this 3<sup>rd</sup> day of September, 2001, before me, a notary public in and for said county, appeared Peter Svalander, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Joseph D. [Signature]  
Notary Public  
My Commission Expires 2002 03 31

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