

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421209

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|---|----------------------------------|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IVI AMERICA, LLC | | 03/13/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Peapack-Gladstone Bank | | |
| Street Address: | 500 Short Hills Drive, Suite 300 | | |
| Internal Address: | P.O. Box 700 | | |
| City: | Bedminster | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07921 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87042698 | ARTEMIS | |
| Serial Number: | 87085222 | CARESHARE | |
| Serial Number: | 87178538 | | |
| Serial Number: | 87178527 | READYGO | |
| Serial Number: | 87178520 | HELPING HEROES BUILD FAMILIES | |
| Serial Number: | 87178543 | OVATURES EGG DONATION PROGRAM | |
| Serial Number: | 86830142 | FERTILITY PARTNERS | |
| Serial Number: | 86825808 | OVATURES | |
| Serial Number: | 86825801 | RMA | |
| Serial Number: | 77282601 | IVF NEW JERSEY FERTILITY CENTER "MAKING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com | | |
| Correspondent Name: | Michael Violet | | |
| Address Line 1: | 4400 Easton Commons Way | | |

OP \$265.00 87042698

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Gloria Sheehan

SIGNATURE: /Gloria Sheehan/

DATE SIGNED: 03/27/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, IVI AMERICA, LLC, a Delaware limited liability company having a principal place of business at 140 Allen Road, Basking Ridge, New Jersey 07920 (herein referred to as the "Grantor"), owns the Trademarks, Trademark registrations and the Trademark applications listed on Schedule I annexed hereto;

WHEREAS, Grantor, certain of Grantor's affiliates and PEAPACK-GLADSTONE BANK, having an office at 500 Hills Drive, Suite 300, P.O. Box 700, Bedminster, NJ 07921-0700 (herein referred to as "Lender"), are parties to a Financing Agreement (Opco), dated as of March 15, 2017 (as the same now exists and as may be amended, modified, restated, supplemented, extended or renewed from time to time, the "Financing Agreement"), wherein Lender has agreed, subject to the terms and conditions specified therein and in the Loan Documents (as defined in the Financing Agreement), to extend in favor of Grantor and certain of Grantor's affiliates a senior secured credit facility;

WHEREAS, pursuant to the terms of the Financing Agreement, Grantor has granted Lender a security interest in all assets of the Grantor, including all right, title and interest of Grantor in, to and under all General Intangibles (as defined in the Financing Agreement), including Trademarks (as defined in the Financing Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including without limitation, any and all claims and causes of action which may exist by reason of infringement, violation or dilution thereof or injury to the associated goodwill, to secure the payment of all Obligations (as defined in the Financing Agreement) and other sums due thereunder; and

WHEREAS, in order to effectuate the grant to Lender of a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), whether presently existing or hereafter arising or acquired, Grantor has executed and delivered this agreement (this "Trademark Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to Lender a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application including but not limited to those referred to in Schedule I annexed hereto (which Grantor hereby represents includes all correct and complete information concerning any trademark, trademark registration, and trademark applications in which it has any beneficial interest), and all of the goodwill of the

business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(ii) each trademark license, including, without limitation, each trademark license listed on Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in Schedule I annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed on Schedule I annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing; and

(a) Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Trademark Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Grantor, to do the following:

(i) Upon the occurrence and continuance of a Default or an Event of Default, under the Financing Agreement to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any license and, in the name of Grantor or its own name or as otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any license whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Trademark Collateral, to effect any repairs or any insurance called for by the terms of this Trademark Security Agreement or the Financing Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of a Default or an Event of Default, under the Financing Agreement, (A) to direct any party liable for any payment under any of the licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Trademark Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Trademark

Collateral or any part thereof and to enforce any other right in respect of any Trademark Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Trademark Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademark Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Trademark Collateral and Lender's security interest therein, in order to effect the intent of this Trademark Security Agreement, all as fully and effectively as Borrower might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantor further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Trademark Security Agreement.

(b) The powers conferred on Lender hereunder are solely to protect its interests in the Trademark Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Grantor also authorizes Lender to execute, in connection with any sale provided for in the Financing Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Trademark Collateral.

Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantor is executing and delivering to Lender, in the form of Schedule II hereto, three (3) originals of a Power of Attorney for the implementation of any assignment, sale or other disposal of the Trademark Collateral pursuant to the terms of the Financing Agreement.


This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Financing Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures are on following page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the 13th day of March, 2017.

GRANTOR:

IVI AMERICA, LLC, a Delaware limited liability company

By: 
Name: Richard T. Scott
Title: Manager and Member

STATE OF NEW JERSEY

: ss.

COUNTY OF SOMERSET

BE IT REMEMBERED, that on this 9th day of March, 2017, before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6.1 to take acknowledgments for use in the State of New Jersey, personally appeared Richard T. Scott, who, I am satisfied is the person who executed the within instrument as the Member and Manager of IVI America, LLC, the Delaware limited liability company named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said instrument made by the said limited liability company and sealed with its corporate seal and delivered by him as such officer, is the voluntary act and deed of said limited liability company, made by virtue of authority from its members, for the uses and purposes therein expressed.

Anthony M. Osbourne

Attorney at Law of New Jersey

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

| Serial Number | Registration Number | Word Mark |
|---------------|---------------------|---|
| 87042698 | n/a | ARTEMIS |
| 87085222 | n/a | CARESHARE |
| 87178538 | n/a | [Logo] |
| 87178527 | n/a | READYGO |
| 87178520 | n/a | HELPING HEROES BUILD FAMILIES |
| 87178543 | n/a | OVATURES EGG DONATION PROGRAM |
| 86830142 | n/a | FERTILITY PARTNERS |
| 86825808 | 4997524 | OVATURES |
| 86825801 | 4997522 | RMA |
| 77282601 | 3435082 | IVF NEW JERSEY FERTILITY CENTER "MAKING LITTLE MIRACLES COME TRUE" SINCE 1990 |

SPECIAL POWER OF ATTORNEY

STATE OF New Jersey ss.
COUNTY OF Somerset:

KNOW ALL MEN BY THESE PRESENTS, that IVI AMERICA, LLC, a limited liability company formed under the laws of the State of Delaware, with its principal place of business at 140 Allen Road, Basking Ridge, New Jersey 07920 (herein referred to as "Grantor"), pursuant to a Trademark Security Agreement, dated as of even date herewith (the "Trademark Security Agreement"), hereby appoints and constitutes PEAPACK-GLADSTONE BANK, having an office at 500 Hills Drive, Suite 300, P.O. Box 700, Bedminster, NJ 07921-0700 (herein referred to as "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following act on behalf of Grantor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Grantor in and to the trademarks listed on Schedule I of the Trademark Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;


2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This Power of Attorney is subject to the provisions of, and is made pursuant to, the Financing Agreement and the Trademark Security Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Financing Agreement).

[Signatures are on following page]

IN WITNESS WHEREOF, Grantor has caused this Special Power of Attorney to be duly executed as of this 13th day of March, 2017.

IVI AMERICA, LLC, a Delaware limited liability company

By: 
Name: Richard T. Scott
Title: Manager and Member

Sworn and subscribed before me this 9th day of March 2017

Anthony M. Osbourne
Attorney at Law of New Jersey

Notary Public

