

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prelude Fertility, Inc		12/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as Agent		
Street Address:	299 Park Ave., 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5308499	THE PRELUDE METHOD	
Registration Number:	4931009	PRELUDE FERTILITY	
Serial Number:	87351179	THE PRELUDE NETWORK	
Serial Number:	87241660	READY WHEN YOU ARE	
Serial Number:	87241669	Ô PRELUDE	
Serial Number:	87241658	FERTILITY FITNESS	
Serial Number:	87241665	Ô	
Serial Number:	87241648	PRELUDE	
Serial Number:	87174113	THE PRELUDE METHOD	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	24788 / 009		

CH \$240.00 5308499

NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	12/07/2017
Total Attachments: 6 source=IP Security Agreement Prelude Fertility Inc#page1.tif source=IP Security Agreement Prelude Fertility Inc#page2.tif source=IP Security Agreement Prelude Fertility Inc#page3.tif source=IP Security Agreement Prelude Fertility Inc#page4.tif source=IP Security Agreement Prelude Fertility Inc#page5.tif source=IP Security Agreement Prelude Fertility Inc#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2017 is made by Prelude Fertility, Inc (the "Grantor"), in favor of Varagon Capital Partners Agent, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 7, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among the Borrower, the other Persons party thereto that are designated as a "Credit Party", the financial institutions from time to time party thereto and Varagon Capital Partners Agent, LLC, as Agent for itself as a Lender and the other Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is required to execute and deliver this Trademark Security Agreement pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks (other than Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any ambiguity, conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Prelude Fertility, Inc
as Grantor

By:



Name: Kim Bracuti


Title: Chief Financial Officer

[Signature Page to Prelude Intellectual Property Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

Varagon Capital Partners Agent, LLC

By: VARAGON CAPITAL PARTNERS, L.P., its Sole Member

By: 
Name: Zeshan Ashfaque
Title: Managing Director

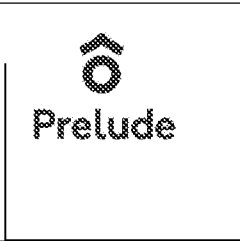
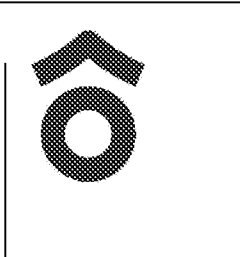
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country	Status	Filing Date	Application No.	Issue Date	Registration No.	Owner
THE PRELUDE METHOD	United States	Registered	9/16/2016	87/975,811	10/10/2017	5308499	Prelude Fertility, Inc
PRELUDE FERTILITY	United States	Registered	5/27/2015	86/642,168	4/5/2016	4931009	Prelude Fertility, Inc

2. TRADEMARK APPLICATIONS

Trademark	Country	Status	Filing Date	Application No.	Issue Date	Registration No.	Owner
THE PRELUDE NETWORK	United States	Suspended	2/27/2017	87/351,179			Prelude Fertility, Inc
READY WHEN YOU ARE	United States	Allowed	11/18/2016	87/241,660			Prelude Fertility, Inc
	United States	Allowed	11/18/2016	87/241,669			Prelude Fertility, Inc
FERTILITY FITNESS	United States	Allowed	11/18/2016	87/241,658			Prelude Fertility, Inc
	United States	Allowed	11/18/2016	87/241,665			Prelude Fertility, Inc

Trademark	Country	Status	Filing Date	Application No.	Issue Date	Registration No.	Owner
PRELUDE	United States	Allowed	11/18/2016	87/241,648			Prelude Fertility, Inc
THE PRELUDE METHOD	United States	Pending	9/16/2016	87/174,113			Prelude Fertility, Inc