

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498424

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INCEPTION FERTILITY VENTURES LLC		11/02/2018	Corporation: DELAWARE
INCEPTION MANAGEMENT SERVICES, LLC		11/02/2018	Limited Liability Company: TEXAS
INCEPTION FERTILITY VENTURES HOUSTON HOLDINGS, LLC		11/02/2018	Limited Liability Company: TEXAS
INCEPTION FERTILITY VENTURES DALLAS HOLDINGS, LLC		11/02/2018	Limited Liability Company: TEXAS
INCEPTION FERTILITY VENTURES ATLANTA HOLDINGS, LLC		11/02/2018	Limited Liability Company: TEXAS
INCEPTION FERTILITY VENTURES AUSTIN HOLDINGS, LLC		11/02/2018	Limited Liability Company: TEXAS
INCEPTION FERTILITY VENTURES MCALLEN HOLDINGS, LLC		11/02/2018	Limited Liability Company: TEXAS
INCEPTION FERTILITY VENTURES SAN ANTONIO HOLDINGS, LLC		11/02/2018	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. SIX MILE ROAD
Internal Address:	MC 7512
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	86716962	INCEPTION
Serial Number:	86716997	INSIGHT PHARMACY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5182381	ASPIRE

CORRESPONDENCE DATA

Fax Number: 8585506420

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.

Phone: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1958
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	11/15/2018

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 2, 2018, by and among COMERICA BANK ("Bank") INCEPTION FERTILITY VENTURES LLC ("IFV"), and each of the parties listed on Annex A, attached hereto (each a "Grantor" and, collectively, the "Grantors" provided that each reference to "Grantor" or "Grantors" in this Agreement and the Loan Documents shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of Grantors' right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

INCEPTION FERTILITY VENTURES LLC

By: [Signature]
Name: T Farnsworth Jr
Title: CEO

INCEPTION MANAGEMENT SERVICES, LLC

By: [Signature]
Name: T Farnsworth Jr
Title: Manager

INCEPTION FERTILITY VENTURES HOUSTON HOLDINGS, LLC

By: [Signature]
Name: T Farnsworth Jr
Title: Manager

INCEPTION FERTILITY VENTURES DALLAS HOLDINGS, LLC

By: [Signature]
Name: T Farnsworth Jr
Title: Manager

INCEPTION FERTILITY VENTURES ATLANTA HOLDINGS, LLC

By: [Signature]
Name: T Farnsworth Jr
Title: Manager

INCEPTION FERTILITY VENTURES AUSTIN HOLDINGS, LLC

By: [Signature]
Name: T Farnsworth Jr
Title: Manager

INCEPTION FERTILITY VENTURES MCALLEN HOLDINGS, LLC

By: [Signature]
Name: T Farnsworth Jr
Title: Manager

INCEPTION FERTILITY VENTURES SAN ANTONIO HOLDINGS, LLC

By: [Signature]
Name: T Farnsworth Jr
Title: Manager

Address of Grantors:


c/o INCEPTION FERTILITY VENTURES LLC

6730 W Loop South, STE 305
Bellaire, TX 77401

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

COMERICA BANK

By: 
Name: Walter Weston
Title: VP

Address of Bank:
MC 7578
39200 W. Six Mile Road
Livonia, MI 48152
Attn: National Documentation Services

ANNEX A

LIST OF BORROWERS

1. INCEPTION FERTILITY VENTURES LLC, a Delaware limited liability company
2. INCEPTION MANAGEMENT SERVICES, LLC, a Texas limited liability company
3. INCEPTION FERTILITY VENTURES HOUSTON HOLDINGS, LLC, a Texas limited liability company
4. INCEPTION FERTILITY VENTURES DALLAS HOLDINGS, LLC, a Texas limited liability company
5. INCEPTION FERTILITY VENTURES ATLANTA HOLDINGS, LLC, a Texas limited liability company
6. INCEPTION FERTILITY VENTURES AUSTIN HOLDINGS, LLC, a Texas limited liability company
7. INCEPTION FERTILITY VENTURES MCALLEN HOLDINGS, LLC, a Texas limited liability company
8. INCEPTION FERTILITY VENTURES SAN ANTONIO HOLDINGS, LLC, a Texas limited liability company.

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Owner	Description	Registration Number	Registration Date
IFV	INCEPTION	86/716,962	08/06/15
IFV	INSIGHT PHARMACY	86/716,997	08/06/15
IFV	ASPIRE	5,182,381	04/11/17

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