

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504348

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FPG SERVICES, LLC		12/03/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE HUNTINGTON NATIONAL BANK		
<b>Street Address:</b>	200 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5116269	SAN ANTONIO IVF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	rebecca.gallagher@squirepb.com		
<b>Correspondent Name:</b>	Squire Patton Boggs (US) LLP		
<b>Address Line 1:</b>	127 Public Square		
<b>Address Line 2:</b>	4900 Key Tower		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Rebecca Gallagher		
<b>SIGNATURE:</b>	/Rebecca Gallagher/		
<b>DATE SIGNED:</b>	01/03/2019		
<b>Total Attachments: 5</b>			
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## SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") is made as of this 3rd day of December 2018, by FPG SERVICES, LLC, a Delaware limited liability company ("Grantor"), with an address at 623 Fifth Avenue, 16<sup>th</sup> Floor, New York, NY 10022, in favor of THE HUNTINGTON NATIONAL BANK with an address at 200 Public Square, Cleveland, Ohio 44114 (together with its successors and permitted assigns, the "Secured Party").

### W I T N E S S E T H

WHEREAS, Grantor, FPG Labs, LLC, a Delaware limited liability company, and the Secured Party are parties to a certain Intellectual Property Security Agreement dated as of June 1, 2015, as confirmed by that certain Confirmation of Intellectual Property Security Agreement, dated as of June 15, 2018 (collectively, as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**IP Agreement**"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of the Secured Obligations, Grantor has assigned, pledged and granted to the Secured Party a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property, Grantor shall deliver to the Secured Party a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Amended and Restated Credit Agreement or any Loan Document, to secure the prompt payment and performance of the Secured Obligations, Grantor hereby assigns, pledges and grants to the Secured Party a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes the Secured Party to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to the Secured Party that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

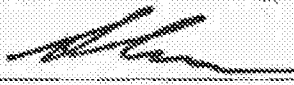
3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]  
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

**GRANTOR:**

**FPG SERVICES, LLC**

By:   
Name: Alexander Buzik  
Title: President

[Signature Page to Supplement IP Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

**THE HUNTINGTON NATIONAL BANK**

By: 

Name: David Tholt

Title: Senior Vice President

[Signature Page to Supplement IP Security Agreement]

[Signature Page to Supplement IP Security Agreement]

SCHEDULE I TO SUPPLEMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
DATED DECEMBER 3, 2018

1. Trademarks and trademark applications:

<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
FPG Services, LLC	United States	SAN ANTONIO IVF	Registered	86966165	5116269	January 3, 2017