

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM593363

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IVS-Illinois, LLC		08/21/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Eagle Alternative Capital Agent, Inc., as Collateral Agent		
<b>Street Address:</b>	500 Boylston Street, Suite 1200		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5027725	SMART IVF	
<b>Registration Number:</b>	4928453	INVIA FERTILITY SPECIALISTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	08/21/2020		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of August 21, 2020, is made by **IVS-ILLINOIS, LLC**, a Delaware limited liability company (the "Grantor") in favor of **FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC.** (in its individual capacity, "FE Agent") as collateral agent for the Secured Parties (as such term is defined in the Credit Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

Reference is hereby made to that certain Credit Agreement, December 31, 2019 (as amended, amended and restated, restated, supplemented or modified from time to time, the "Credit Agreement"), by and among **NEW IVS HOLDINGS, LLC**, a Delaware limited liability company ("Parent"), certain Subsidiaries and Affiliated Professional Contractors (as such term is defined in the Credit Agreement) party thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the Borrowers, the lenders from time to time party thereto (each individually, a "Lender" and, collectively, the "Lenders"), the Collateral Agent, FE Agent, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and FE Agent, as administrative agent for the Revolving Credit Lenders (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, the "Revolving Credit Agent"), and together with the Administrative Agent and the Collateral Agent, collectively, the "Agents", and each, an "Agent"). The Grantor has pledged and granted to Collateral Agent a continuing security interest in all intellectual property, including the Trademarks (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of Collateral Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Credit Agreement.

2. Grant of Security Interest.

(a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the payment in full in cash of all the Obligations, Collateral Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) The Grantor hereby pledges and grants to Collateral Agent, on behalf of and for the benefit of the Secured Parties, a lien in and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark

Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (iv) the right to obtain all renewals thereof, and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Collateral Agent in connection with the Credit Agreement and Security Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement and Security Agreement (and all rights and remedies of Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the other Credit Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

IVS-ILLINOIS, LLC

By: 

Name: Derek Larkin


Title: Chief Executive Officer

[IVS - Signature Page to Trademark Security Agreement]

**COLLATERAL AGENT:**

**FIRST EAGLE ALTERNATIVE CAPITAL  
AGENT, INC.**, as Collateral Agent for the benefit of the  
Secured Parties

By: \_\_\_\_\_



Name: Michelle Handy

Title: Managing Director

**SCHEDULE A**

**Trademark Registrations and Applications**

**United States Trademarks**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
Smart IVF	5027725	08/23/ 2016	IVS-Illinois, LLC
InVia Fertility Specialists	4928453	03/29/2016	IVS-Illinois, LLC

**Pending Trademark Applications**

None.