

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM694770

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VILLAGE FERTILITY PHARMACY, LLC		12/14/2021	Limited Liability Company: DELAWARE
ABD GROUP, INC.		12/14/2021	Corporation: DELAWARE
APOTHECARY BY DESIGN ACQUISITION CO., LLC		12/14/2021	Limited Liability Company: DELAWARE
HEALY PHARMACY, LLC		12/14/2021	Limited Liability Company: DELAWARE
SPECIAL CARE, LLC		12/14/2021	Limited Liability Company: DELAWARE
INTEGRITY RX SPECIALTY PHARMACY LLC		12/14/2021	Limited Liability Company: ARIZONA
GLOBAL PHARMACY LLC		12/14/2021	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	ORIX GROWTH CAPITAL, LLC
<b>Street Address:</b>	280 Park Avenue, 40 West
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Serial Number:</b>	78265693	VILLAGE FERTILITY

## CORRESPONDENCE DATA

Fax Number: 4044435599

*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: 404-443-5647

Email: cfraser@mcguirewoods.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1230 Peachtree Street, Suite 2100

Address Line 2: McGuireWoods LLP

TRADEMARK

<b>Address Line 4:</b>	Atlanta, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	Village Phar-2067493.0055
<b>NAME OF SUBMITTER:</b>	Carol Fraser
<b>SIGNATURE:</b>	//Carol Fraser//
<b>DATE SIGNED:</b>	12/14/2021
<b>Total Attachments: 7</b> source=Village Pharmacy ip#page1.tif source=Village Pharmacy ip#page2.tif source=Village Pharmacy ip#page3.tif source=Village Pharmacy ip#page4.tif source=Village Pharmacy ip#page5.tif source=Village Pharmacy ip#page6.tif source=Village Pharmacy ip#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is entered into as of December 14, 2021 (the “**Effective Date**”), by and among ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company (“**Lender**”), APOTHECARY BY DESIGN ACQUISITION CO., LLC, a Delaware limited liability company (“**Apothecary**”), HEALY PHARMACY, LLC, a Delaware limited liability company (“**Healy Pharmacy**”), VILLAGE FERTILITY PHARMACY, LLC, a Delaware limited liability company (“**VFP**”), SPECIAL CARE, LLC, a Delaware limited liability company (“**Special Care**”), INTEGRITY RX SPECIALTY PHARMACY LLC, an Arizona limited liability company (“**Integrity**”), and GLOBAL PHARMACY LLC, a California limited liability company (“**Global Pharmacy**” and together with ABD Group, Apothecary, Healy Pharmacy, VFP, Special Care and Integrity, each a “**Grantor**”, and collectively, the “**Grantors**”).

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to the Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and the Grantors dated as of the date hereof (as the same may be amended, restated, amended and restated, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). To induce Lender to make such advances and to extend such financial accommodations, each Grantor agreed to grant to Lender a security interest in all of such Grantor’s Intellectual Property and to deliver this Agreement with respect thereto.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules 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. Notwithstanding the foregoing, the Collateral shall not include “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law.

2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by such Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.

3. Grantors shall not, hereafter, register any mask works, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing the Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other

instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by any Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to the Lender identifying the mask works, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender 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 the Lender as a matter of law or equity. Each right, power and remedy of the Lender 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantors, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

*[remainder of page intentionally left 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:

Address of Grantors:

335 Bear Hill Road  
Waltham, MA 02451  
Attn: Joseph Wynne and Brett Bleau

**ABD GROUP INC.,**  
a Delaware corporation

By:   
Name: Joseph Wynne  
Title: Chief Financial Officer

**APOTHECARY BY DESIGN ACQUISITION  
CO., LLC,**

a Delaware limited liability company

**HEALY PHARMACY, LLC,**

a Delaware limited liability company

**VILLAGE FERTILITY PHARMACY, LLC,**

a Delaware limited liability company

**SPECIAL CARE, LLC,**


a Delaware limited liability company

**INTEGRITY RX SPECIALTY PHARMACY  
LLC,**

An Arizona limited liability company

**GLOBAL PHARMACY LLC,**

a California limited liability company

By:   
Name: Brett Bleau  
Title: Chief Financial Officer

LENDER:

Address of Lender:

**ORIX GROWTH CAPITAL, LLC**

201 Ross Avenue, Suite 1900  
Dallas, Texas 75201  
Attn: General Counsel

By:   
Name: David Orlandella  
Title: Managing Director

SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

<b>Grantor</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Village Fertility Pharmacy, LLC	Village Fertility	78265693	June 23, 2003	2844990	May 25, 2004



SCHEDULE C

Patents

None.