

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Fertility, LLC		12/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6291436	US FERTILITY	
Registration Number:	6352756	US FERTILITY	
Registration Number:	3026723	SHARED RISK	
Registration Number:	6355946	FERTILITY ACCESS	
Registration Number:	6341622	FERTILITY ACCESS	
Registration Number:	6146317	SHADY GROVE FERTILITY	
Registration Number:	6129758		
Registration Number:	6124599	SGF	
Registration Number:	4079634	REPRODUCTIVE SCIENCE CENTER	
Registration Number:	2956956	REPRODUCTIVE SCIENCE CENTER	
Registration Number:	3760768	FERTILITY CENTERS OF ILLINOIS	
Registration Number:	4756558	YOUR MIRACLE. OUR MISSION.	
Registration Number:	3233038		
CORRESPONDENCE DATA			
Fax Number:			
<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:	18888295817		
Email:	trevor.harris@wolterskluwer.com		

OP \$340.00 6291436

Correspondent Name: CT Corporation
Address Line 1: 208 South LaSalle St.
Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Diandra M. LaMantia
SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	12/21/2021

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

US Fertility, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 21, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

None

B. Trademark Registration No.(s)

See Schedule I attached hereto and made a part hereof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number: _____

Email Address: lamantia@chapman.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: [Signature], for Chapman and Cutler LLP

Signature

Diandra M. LaMantia, Paralegal

Name of Person Signing

December 21, 2021

Date

Total number of pages including cover sheet, attachments, and document: 8

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2021 is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of BMO Harris Bank N.A. (“BMO”), 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 21, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among US Fertility Enterprises, LLC, a Delaware limited liability company (“Borrower”), USF Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and BMO, as Agent for the Lenders and the L/C Issuers, 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;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark 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, each 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.

Each 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 such Grantor, hereby pledges 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 such Grantor, but excluding all Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks (as defined in the Credit Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Alleged Use" with respect thereto), 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 each 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 conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

SECTION 4. 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 5. GOVERNING LAW.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law

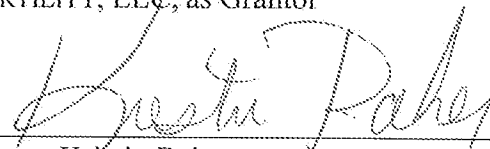
arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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,

US FERTILITY, LLC, as Grantor

By: 

Name: Kristin Baker

Title: Chief Financial Officer

Acknowledged and Agreed as of the
date first above written:

BMO HARRIS BANK N.A., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each 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,

US FERTILITY, LLC, as Grantor

By: _____

Name: _____

Title: _____

Acknowledged and Agreed as of the
date first above written:

BMO HARRIS BANK N.A., as Agent

By:



Name: Zachary Evett

Title: Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

OWNER	MARK	REG./APP. NO. REG./APP. DATE	DESCRIPTION
US Fertility, LLC	US FERTILITY	Reg. No. 6291436 3/9/2021	Service Mark
US Fertility, LLC	US FERTILITY	Reg. No. 6352756 5/18/2021	Service Mark
US Fertility, LLC	SHARED RISK	Reg. No. 3026723 12/13/2005	Standard Character Mark
US Fertility, LLC	FERTILITY ACCESS	Reg. No. 6355946 5/18/2021	Service Mark
US Fertility, LLC	FERTILITY ACCESS	Reg. No. 6341622 5/4/2021	Standard Character Mark
US Fertility, LLC	SHADY GROVE FERTILITY	Reg. No. 6146317 9/8/2020	Service Mark
US Fertility, LLC	DESIGN ONLY	Reg. No. 6129758	Service Mark – Stylized design of a human family comprised of two adults and one baby
US Fertility, LLC	SGF	Reg. No. 6124599 8/11/2020	Service Mark
US Fertility, LLC	REPRODUCTIVE SCIENCE CENTER	Reg. No. 4079634 1/3/2012	Standard Character Mark
US Fertility, LLC	REPRODUCTIVE SCIENCE CENTER	Reg. No. 2956956 5/31/2005	Typed Drawing
US Fertility, LLC	FERTILITY CENTERS OF ILLINOIS	Reg. No. 3760768 3/16/2010	Standard Character Mark
US Fertility, LLC	YOUR MIRACLE. OUR MISSION.	Reg. No. 4756558 6/16/2015	Service Mark
US Fertility, LLC	DESIGN ONLY	Reg. No. 3233038 4/24/2007	Service Mark - Foot print

2. TRADEMARK APPLICATIONS

None.