

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739319

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IVS-Massachusetts, LLC		11/25/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	First Eagle Alternative Capital Agent, Inc., as Collateral Agent
Street Address:	500 Boylston Street, Suite 1200
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5881588	FERTILITY CENTERS OF AMERICA
Registration Number:	5887219	FERTILITY CENTERS OF AMERICA
Registration Number:	6014356	FERTILITY CENTERS OF AMERICA
Registration Number:	3106105	FERTILITY CENTERS OF NEW ENGLAND
Registration Number:	3191066	FERTILITY CENTERS OF NEW ENGLAND WHERE C
Registration Number:	6010821	IVF ASSIST
Registration Number:	4131719	IVF ASSIST
Registration Number:	3259188	
Registration Number:	6104611	WHERE CARE CENTERS ON YOU

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

CH \$240.00 5881588

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	07/06/2022
Total Attachments: 5 source=IVS- Second Amendment - Trademark Security Agreement#page1.tif source=IVS- Second Amendment - Trademark Security Agreement#page2.tif source=IVS- Second Amendment - Trademark Security Agreement#page3.tif source=IVS- Second Amendment - Trademark Security Agreement#page4.tif source=IVS- Second Amendment - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of November 25, 2020, is made by **IVS-MASSACHUSETTS, 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, dated as of 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:

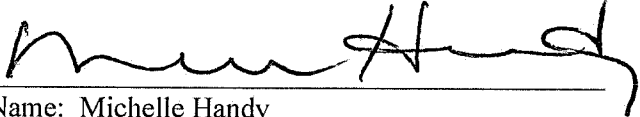
IVS-MASSACHUSETTS, LLC

By: 
Name: Derek Larkin
Title: Chief Executive Officer and President

[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

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
FERTILITY CENTERS OF AMERICA	5881588	October 8, 2019	IVS-Massachusetts, LLC
FERTILITY CENTERS OF AMERICA	5887219	October 15, 2019	IVS-Massachusetts, LLC
 FERTILITY CENTERS OF AMERICA	6014356	March 17, 2020	IVS-Massachusetts, LLC
FERTILITY CENTERS OF NEW ENGLAND	3106105	June 20, 2006	IVS-Massachusetts, LLC
 FERTILITY CENTERS OF AMERICA www.fertilitycentersofamerica.com	3191066	January 2, 2007	IVS-Massachusetts, LLC
IVF ASSIST	6010821	March 17, 2020	IVS-Massachusetts, LLC
 IVF ASSIST	4131719	April 24, 2012	IVS-Massachusetts, LLC
	3259188	July 3, 2007	IVS-Massachusetts, LLC
WHERE CARE CENTERS ON YOU	6104611	July 21, 2020	IVS-Massachusetts, LLC

Pending Trademark Applications

None.