

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC., as the original collateral agent		07/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FEAC AGENT, LLC, as the successor collateral agent		
Street Address:	500 Boylston Street, Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: 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		
<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:	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:	07/29/2022
Total Attachments: 6 source=First_Eagle_-_Assignment_of_Trademark_Security_Agreement_(IVS-Massachusetts).DOC#page1.tif source=First_Eagle_-_Assignment_of_Trademark_Security_Agreement_(IVS-Massachusetts).DOC#page2.tif source=First_Eagle_-_Assignment_of_Trademark_Security_Agreement_(IVS-Massachusetts).DOC#page3.tif source=First_Eagle_-_Assignment_of_Trademark_Security_Agreement_(IVS-Massachusetts).DOC#page4.tif source=First_Eagle_-_Assignment_of_Trademark_Security_Agreement_(IVS-Massachusetts).DOC#page5.tif source=First_Eagle_-_Assignment_of_Trademark_Security_Agreement_(IVS-Massachusetts).DOC#page6.tif	

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (the "Assignment") is made and entered into as of July 29, 2022 by FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC. (f/k/a THL Corporate Finance, Inc.), as the original collateral agent (in such capacity, "Assignor"), in favor of FEAC AGENT, LLC, as the successor collateral agent (in such capacity, "Assignee").

WITNESSETH

WHEREAS, Assignor is party to that certain Security Agreement, dated as of December 31, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among New IVS Holdings, LLC, a Delaware limited liability company ("Parent"), In Vitro Sciences, LLC, a Delaware limited liability company (the "Administrative Borrower" and collectively with Parent and any other entity that is or may become a party thereto as a grantor as provided therein, the "Grantors"), the other grantors party thereto, and Assignor;

WHEREAS, pursuant to the Security Agreement, Assignor is party to that certain Trademark Security Agreement, dated as of November 25, 2020, made by IVS-Massachusetts, LLC, a Delaware limited liability company (the "Grantor") in favor of the Assignor (the "Trademark Security Agreement") in which the Grantor has granted to Assignor a security interest in all of its right, title or interest in or to any and all of the Trademarks (as such term is used in the Trademark Security Agreement), including those set forth on Schedule I;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on or about July 6, 2022;

WHEREAS, pursuant to that certain Resignation, Appointment, Assignment and Amendment Agreement, dated as of [•], 2022, among the Grantors, Assignor, Assignee and the other parties thereto, Assignor has resigned as collateral agent under the Credit Agreement (as defined in the Security Agreement), and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the Owned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademarks, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantors. The security interest assigned to Assignee as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreement, and the Grantors hereby (i) confirm their grant to Assignee of a security interest in, and lien on, the Trademarks to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledge and affirm that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademarks are more fully set forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. Amendment to Trademark Security Agreement. Upon, and after giving effect to, the Assignment, the Trademark Security Agreement is, and shall be deemed to be, amended to reflect the foregoing assignment to change the name of the collateral agent therein from First Eagle Alternative Capital Agent, Inc. to FEAC Agent, LLC, in its capacity as the successor collateral agent.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

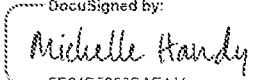
**FIRST EAGLE ALTERNATIVE CAPITAL AGENT,
INC.,** as the original collateral agent

DocuSigned by:
Michelle Handy
By: _____
Name: Michelle Handy
Title: Managing Director

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

FEAC AGENT, LLC,
as the successor collateral agent

DocuSigned by:

By: _____
Name: Michelle Handy
Title: Managing Director

ACCEPTED AND AGREED
as of the date above first written:

GRANTOR:

IVS-MASSACHUSETTS, LLC,
as Grantor

DocuSigned by:
By: 
Name: Tom McAndrews
Title: CFO

Schedule ITRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONSUnited 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	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.