

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM778970

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oxford Finance LLC, as Agent		01/04/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ivy Fertility Services, LLC		
<b>Also Known As:</b>	Fertility (ITC) Services, LLC		
<b>Street Address:</b>	11425 El Camino Real		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92130		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90887034	IVY FERTILITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2132897727		
<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>	2134262623		
<b>Email:</b>	MEasonPriest@goodwinlaw.com		
<b>Correspondent Name:</b>	Michele Eason-Priest/Goodwin Procter LLP		
<b>Address Line 1:</b>	601 S Figueroa St Fl 41		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	146444.360749		
<b>NAME OF SUBMITTER:</b>	Michele Eason-Priest		
<b>SIGNATURE:</b>	/s/ Michele Eason-Priest		
<b>DATE SIGNED:</b>	01/06/2023		
<b>Total Attachments: 7</b>			
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## **RELEASE OF SECURITY INTEREST**

This Release of Security Interest (this "Release") is made as of January 4, 2023 by OXFORD FINANCE LLC ("Agent") in favor of IVY FERTILITY SERVICES, LLC f/k/a FERTILITY (ITC) SERVICES, LLC ("Company").

### **RECITAL**

WHEREAS Company granted to Agent, under that certain Trademark Security Agreement, dated as of December 22, 2021 (the "Security Agreement"), a security interest in the trademarks of the Company (collectively, the "Trademark Collateral"), a copy of which is attached as Exhibit A hereto;

WHEREAS the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7556, Frame 0366 on January 11, 2022; and

WHEREAS, the Agent has agreed to release all of its security interest in all of Company's right, title and interest in, to and under the Trademark Collateral, and reconvey any and all rights in the Trademark Collateral to Company, including the trademarks, registrations and applications set forth in Exhibit A.

### **AGREEMENT**

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, reconveys and relinquishes all of its right, title and interest in, to and under the Trademark Collateral that is the subject of the Security Agreement and reassigns to Company any and all right, title or interest it may have in such Trademark Collateral, including the trademark, registrations and applications set forth in Exhibit A, all without warranty or representation of any kind.

The Agent hereby authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Release.

*[Remainder of page left intentionally blank.]*

OXFORD FINANCE LLC, as the Agent

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

Name: Colette H. Featherly

Title: Senior Vice President

*[Signature Page to Trademark Release-IVF Fertility Services]*

**TRADEMARK**  
**REEL: 007950 FRAME: 0084**

**EXHIBIT A**

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 22, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Ivy Fertility Services, LLC f/k/a Fertility (ITC) Services, LLC, a Delaware limited liability company (the “Grantor”), in favor of Oxford Finance LLC, in its capacities as administrative agent and collateral agent for Lenders (as defined in the Credit Agreement referenced below) (together with its successors in such capacities, the “Agent”).

Reference is made to that certain Credit, Guaranty and Security Agreement, dated as of February 25, 2021 (as amended by that certain (i) First Amendment to Credit, Guaranty and Security Agreement dated as of May 5, 2021 and (ii) Second Amendment to Credit, Guaranty and Security Agreement dated as of December 21, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), among the Grantor, the other Credit Parties (as defined therein) thereto and the Agent, pursuant to which the Grantor has granted a security interest to the Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement. Consistent with the requirements set forth in the Credit Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them (including by reference to other agreements) in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Credit Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for its benefit and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in and to all of the following Intellectual Property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor (collectively, the “Trademark Collateral”):

- A. all Trademark registrations and pending applications for Trademark registration in the U.S. Patent and Trademark Office listed on Schedule I hereto, including all goodwill of the business connected with the use of and symbolized by any of the foregoing;
- B. the right to sue or otherwise recover for past, present and future infringements, dilutions or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- C. all Proceeds of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, dilutions (with respect to Trademarks) or other violations or impairments of any of the foregoing.

Notwithstanding the foregoing, the term “Trademark Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the Credit Agreement, the Trademark Collateral shall include, and the Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. Credit Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 4. Governing Law. The validity, interpretation and enforcement of this Agreement shall be governed by the Laws of the State of New York, without regard to conflict of laws principles.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted and/or signed by facsimile or other electronic transmission. The effectiveness of any such signature shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on the parties. Agent may also require that any such documents and signatures be confirmed by a manually signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**IVY FERTILITY SERVICES, LLC** f/k/a Fertility  
(ITC) Services, LLC, a Delaware limited liability  
company

By:



Name: Lisa Souza Van Dolah

Title: President



**SCHEDULE I**

**U.S. Trademark Registrations:** None.

**Applied for U.S. Trademark Registrations:**

<b>Registered Owner</b>	<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>
Fertility (ITC) Services, LLC	IVY FERTILITY	90887034	August 17, 2021