

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FPG Services, LLC		05/19/2023	Limited Liability Company: DELAWARE
US Fertility, LLC		05/19/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5648443	OVATION	
Registration Number:	6124985	A QUICKER PATH TO PREGNANCY	
Registration Number:	5521489	EUPLOID EMBRYO GUARANTEE	
Registration Number:	5485363	OVATION FERTILITY	
Registration Number:	5485362	OVATION FERTILITY	
Registration Number:	5146286	OVATION FERTILITY	
Registration Number:	5055981	OVATION FERTILITY	
Registration Number:	5116269	SAN ANTONIO IVF	
Registration Number:	4445401	AUSTIN IVF	
Serial Number:	97334808	OVATION FERTILITY	
Serial Number:	97399095	IVF FLORIDA REPRODUCTIVE ASSOCIATES	
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:	3124163756		
Email:	anna.southon@wolterskluwer.com		

OP \$290.00 5648443

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

NAME OF SUBMITTER: Michelle A. Covert

SIGNATURE: /Michelle A. Covert/

DATE SIGNED: 05/19/2023

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):

FPG Services, LLC

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 19, 2023

- 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: 320 South Canal Street

City: Chicago

State: Illinois

Country: USA Zip: 60606

- 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 _____

B. Trademark Registration No.(s) _____

SEE SCHEDULE I ATTACHED HERETO

SEE SCHEDULE I ATTACHED HERETO

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: Michelle A. Covert

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: IL Zip: 60606

Phone Number: 312-845-2959

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

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: Michelle A. Covert for Chapman and Cutler LLP

May 19, 2023

Signature

Date

Michelle A. Covert, Paralegal

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

Name of Person Signing

Additional Conveying Parties to Trademark Security Agreement

Conveying Party	Entity Type	Citizenship
US Fertility, LLC	Limited Liability Company	Delaware

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2023, is made by the entities listed on the signature pages hereof (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 has been and may be further 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, the Grantors have agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Agent (as the same has been and may be further 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, 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, the Grantors hereby agree 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.

The Grantors, 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 the Grantors, hereby pledge 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 the Grantors, 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 the Grantors hereby acknowledge and agree 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, the 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,

FPG SERVICES, LLC, as Grantor


By: 
Name: Richard Jennings
Title: Vice President

US FERTILITY, LLC, as Grantor

By: 
Name: Richard Jennings
Title: Chief Executive Officer

Acknowledged and Agreed as of the
date first above written:

BMO HARRIS BANK N.A., as Agent

By: 
Name: Zachary Evett
Title: Managing Director


**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Owner	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
FPG Services, LLC	OVATION	87936902	5/25/2018	5648443	1/8/2019	Registered
FPG Services, LLC	A QUICKER PATH TO PREGNANCY	87672953	11/6/2017	6124985	8/11/2020	Registered
FPG Services, LLC	EUPLOID EMBRYO GUARANTEE	87764422	1/22/2018	5521489	7/17/2018	Registered (Supplemental)
FPG Services, LLC	OVATION FERTILITY (and design)	87647332	10/16/2017	5485363	6/5/2018	Registered
FPG Services, LLC	OVATION FERTILITY	87647327	10/16/2017	5485362	6/5/2018	Registered
FPG Services, LLC	OVATION FERTILITY (and design)	87104601	7/14/2016	5146286	2/21/2017	Registered
FPG Services, LLC	OVATION FERTILITY	86751904	9/9/2015	5055981	10/4/2016	Registered
FPG Services, LLC	SAN ANTONIO IVF	86966165	4/6/2016	5116269	1/3/2017	Registered (Supplemental)
FPG Services, LLC	AUSTIN IVF	85951427	6/5/2013	4445401	12/3/2013	Registered (Supplemental)

2. TRADEMARK APPLICATIONS

Owner	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
FPG Services, LLC	OVATION FERTILITY (and design)	97334808	3/28/2022	n/a	n/a	Pending
US Fertility, LLC	 IVF FLORIDA Reproductive Associates	97399095	5/6/2022	n/a	n/a	Pending