

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812073

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		05/19/2023	STATUTORY TRUST: DELAWARE
RECEIVING PARTY DATA			
Name:	FPG SERVICES, LLC		
Street Address:	15821 VENTURA BOULEVARD		
Internal Address:	SUITE 550		
City:	ENCINO		
State/Country:	CALIFORNIA		
Postal Code:	91436		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CENTER FOR SURROGATE PARENTING, LLC		
Street Address:	15821 VENTURA BOULEVARD		
Internal Address:	SUITE 625		
City:	ENCINO		
State/Country:	CALIFORNIA		
Postal Code:	91436		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5648443	OVATION	
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	
Registration Number:	3953048	CREATING FAMILIES	
Registration Number:	3852117	CENTER FOR SURROGATE PARENTING	
Registration Number:	2144184	CSP	
		TRADEMARK	

Property Type	Number	Word Mark
Serial Number:	87147527	ORGANIC IVF
Serial Number:	87135684	GAP YEAR FERTILITY TESTING
Serial Number:	87135653	GYFT
Serial Number:	87672953	A QUICKER PATH TO PREGNANCY
Serial Number:	87928803	SURROGACY WORKS

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.231
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	05/22/2023

Total Attachments: 5

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of May 19, 2023, is made by MIDCAP FINANCIAL TRUST, as Collateral Agent (in such capacity, the "Collateral Agent") in favor of FPG SERVICES, LLC, a Delaware limited liability company, and CENTER FOR SURROGATE PARENTING, LLC, a California limited liability company (each, a "Grantor" and collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of June 13, 2019 (the "Trademark Security Agreement"), by the Grantors in favor of the Collateral Agent, the Grantors granted to the Collateral Agent, for the ratable benefit of certain secured parties, a security interest (the "Security Interest") in the Grantors' right, title and interest in or to any and all of the Owned Trademarks (as defined in the Security Agreement (as defined in the Trademark Security Agreement)), together with the goodwill of the business symbolized thereby (hereinafter, the "Trademark Collateral"), including without limitation, the trademarks identified on Schedule I attached hereto and made a part hereof, as collateral security for the prompt and complete payment and performance when due of certain secured obligations;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 13, 2019, at Reel/Frame 6669/0131; and

WHEREAS, the Collateral Agent now desires to terminate the Trademark Security Agreement and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Release of Security Interest. The Collateral Agent hereby, without representation, warranty or recourse of any kind, terminates and cancels the Trademark Security Agreement and terminates, cancels, releases, and discharges its Security Interest in the Grantors' right, title, and interest in, to and under the Trademark Collateral (including all proceeds and products of such Trademark Collateral), and the Collateral Agent hereby re-assigns to Grantors any right, title or interest of the Collateral Agent in such Trademark Collateral. The Collateral Agent hereby (a) authorizes the Grantors and their successors, assigns, designees or other legal representatives to file this Termination and Release with the U.S. Patent and Trademark Office to evidence and effectuate the release and termination of the Collateral Agent's Security Interest in the Trademark Collateral and (b) authorizes the Commissioner for Trademarks to record and register this Termination and Release.

2. Further Assurances. At the Grantors' sole cost and expense, the Collateral Agent agrees to execute and deliver all further releases and other documents, and to take all other actions as the Grantors may reasonably request in writing, for the purpose of obtaining the release of the Security Interest.

3. Counterparts; Facsimile or Electronic Delivery. This Termination and Release 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. Delivery of an executed counterpart of a signature page to this Termination and Release by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually

executed counterpart of this Termination and Release. The words "execution," "signed," "signature," and words of like import in this Termination and Release, any document delivered pursuant hereto, or any amendment or other modification hereof or thereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

4. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles.

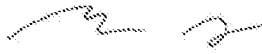
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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MIDCAP FINANCIAL TRUST, as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I

UNITED STATES TRADEMARKS

U.S. Trademarks Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Status</u>
OVATION	1/8/2019	5648443	<u>Registered</u>
EUPLOID EMBRYO GUARANTEE	7/17/2018	5521489	<u>Registered</u>
OVATION FERTILITY (and design)	6/5/2018	5485363	<u>Registered</u>
OVATION FERTILITY	6/5/2018	5485362	<u>Registered</u>
OVATION FERTILITY (and design)	2/21/2017	5146286	<u>Registered</u>
OVATION FERTILITY	10/4/2016	5055981	<u>Registered</u>
SAN ANTONIO IVF	1/3/2017	5116269	<u>Registered</u>
AUSTIN IVF	12/3/2013	4445401	<u>Registered</u>
CREATING FAMILIES	5/3/2011	3953048	<u>Registered</u>
CENTER FOR SURROGATE PARENTING	9/28/2010	3852117	<u>Registered</u>
CSP	3/17/1998	2144184	<u>Registered</u>

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Status</u>
ORGANIC IVF	8/23/2016	87147527	<u>Pending – intent-to-use</u>
GAP YEAR FERTILITY TESTING	8/11/2016	87135684	<u>Pending – intent-to-use</u>
GYFT	8/11/2016	87135653	<u>Pending – intent-to-use</u>
A QUICKER PATH TO PREGNANCY	11/6/2017	87672953	<u>Pending – intent-to-use</u>

SURROGACY WORKS	5/20/2018	87928803	<u>Pending – intent-to-</u> <u>use</u>
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