

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI93229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FEAC AGENT, LLC		03/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	IVS-MASSACHUSETTS, LLC		
Street Address:	400 Capital Boulevard, Suite 102		
City:	Rocky Hill		
State/Country:	CONNECTICUT		
Postal Code:	06067		
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 CARE CENTERS ON YOU.	
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:	6173417729		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		

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NAME OF SUBMITTER:	Katarzyna Schmidt
SIGNATURE:	Katarzyna Schmidt
DATE SIGNED:	03/14/2024
Total Attachments: 4 source=FE_IVS - Termination of Trademark Security Agreement (Executed)#page1.tif source=FE_IVS - Termination of Trademark Security Agreement (Executed)#page2.tif source=FE_IVS - Termination of Trademark Security Agreement (Executed)#page3.tif source=FE_IVS - Termination of Trademark Security Agreement (Executed)#page4.tif	

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This Termination and Release of Trademark Security Agreement (this “Termination”), dated as of February 29, 2024, is made by **FEAC AGENT, LLC**, as successor by assignment from **FIRST EAGLE ALTERNATIVE CAPITAL AGENT, INC.**, as collateral agent for certain secured parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) in favor of **IVS-MASSACHUSETTS, LLC**, a Delaware limited liability company (the “Grantor”).

WHEREAS, the Grantor and the Collateral Agent entered into that certain Trademark Security Agreement, dated as of November 25, 2020 (the “Trademark Security Agreement”), whereby the Grantor granted the Collateral Agent a security interest in certain trademarks of the Grantor, including the trademarks and trademark applications listed on Schedule A attached hereto (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 6, 2022, at Reel 007772, Frame 0191;

WHEREAS, FEAC Agent, LLC and First Eagle Alternative Capital Agent, Inc. entered into that certain Assignment of Trademark Security Agreement, dated as of July 29, 2022 (the “Assignment”), pursuant to which First Eagle Alternative Capital Agent, Inc. assigned all its rights, powers, discretions, privileges, and duties, including its security interest in the Trademark Collateral, to FEAC Agent, LLC, as successor collateral agent;

WHEREAS, the Assignment was recorded with the United States Patent and Trademark Office on July 29, 2022, at Reel 007805, Frame 0780;

WHEREAS, the obligations secured by said security interest have been paid in full or otherwise satisfied; and

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest and all of its right, title and interest in the Trademark Collateral, as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Release and Assignment. The Collateral Agent hereby discharges, terminates and releases its security interest in all of the Trademark Collateral, and the Collateral Agent hereby assigns and transfers to the Grantor, without warranty or recourse, all of the Collateral Agent’s right, title and interest in and to the Grantor’s Trademark Collateral and the related registrations and goodwill, effective as of the date set forth above.

2. Further Assurances. The Collateral Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Termination at the Grantor’s sole cost and expense.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has executed this Termination and Release of Trademark Security Agreement as of the date written above.

COLLATERAL AGENT:

FEAC AGENT, LLC, a Delaware limited liability company, as Collateral Agent

By: First Eagle Alternative Credit, LLC
Its: Managing Member



By: 

Name: Michelle Handy
Title: Senior 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
	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.

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