

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ivy Fertility Services, LLC	FORMERLY Fertility (ITC) Services, LLC	12/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC, Administrative and Collateral Agent		
Street Address:	Attn: Ryan Haight, Senior Director, Healthcare Services		
Internal Address:	4370 La Jolla Village Drive, Suite 850		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90887034	IVY FERTILITY	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	109721-0014		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	01/11/2022		
Total Attachments: 4			
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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:

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