

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI199420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inception Fertility Ventures, LLC		04/29/2024	Limited Liability Company: DELAWARE
My Egg Bank North America, LLC		04/29/2024	Limited Liability Company: GEORGIA
Prelude Fertility, Inc.		04/29/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	255 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5182381	ASPIRE	
Registration Number:	7307021	BUNDL	
Registration Number:	7119783	HAVENCRYO	
Registration Number:	6965490	NUTRABLOOM	
Registration Number:	4084694	MY EGG BANK	
Registration Number:	5692222	Ô	
Registration Number:	5692221	PRELUDE	
Registration Number:	4931009	PRELUDE FERTILITY	
Registration Number:	6289625	THE PRELUDE NETWORK	
Serial Number:	97530816		
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	2027568392		
Email:	eatkins@mwe.com,kdelcoure@mwe.com		

CH \$265.00.00 86716928

Correspondent Name: Eleanor B. Atkins
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 500 N. Capitol Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001-1531

ATTORNEY DOCKET NUMBER: 123216-0011

NAME OF SUBMITTER: GAYLE DELCOURE

SIGNATURE: GAYLE DELCOURE

DATE SIGNED: 05/14/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 29, 2024 (this “**Trademark Security Agreement**”), by Inception Fertility Ventures, LLC (“**Inception Fertility**”), My Egg Bank North America, LLC (“**My Egg Bank**”) and Prelude Fertility, Inc. (“**Prelude Fertility**”) and, together with Inception Fertility and My Egg Bank, each a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Alter Domus (US) LLC, in its capacity as collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement, dated as of April 29, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, domain names, fictitious business names, and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and applications filed in connection therewith, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks, including the Trademarks of such Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world, (d) all income, fees, royalties, damages, claims, warranties, causes of action and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (e) all rights to sue for past, present and future infringements, misappropriations, dilutions or other violations thereof, (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Grantor and (g) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security 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. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

INCEPTION FERTILITY VENTURES, LLC

DocuSigned by:

JT Thompson

13016229456A40B...

By: _____

Name: John C. Thompson

Title: Chief Financial Officer

MY EGG BANK NORTH AMERICA, LLC

DocuSigned by:

JT Thompson

13016229456A40B...

By: _____

Name: John C. Thompson

Title: Chief Financial Officer

PRELUDE FERTILITY, INC

DocuSigned by:

JT Thompson


13016229456A40B...

By: _____

Name: John C. Thompson

Title: Chief Financial Officer

ALTER DOMUS (US) LLC,
as the Collateral Agent

By:  _____

Name: Pinju Chiu


Title: Associate Counsel

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 008429 FRAME: 0330

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

Owner	Trademark	Registration No.
Inception Fertility Ventures, LLC	ASPIRE	5182381
Inception Fertility Ventures, LLC	BUNDL	7307021
Inception Fertility Ventures, LLC	HAVENCRYO	7119783
Inception Fertility Ventures, LLC	NUTRABLOOM	6965490
My Egg Bank North America, LLC	MY EGG BANK	4084694
Prelude Fertility, Inc		5692222
Prelude Fertility, Inc	PRELUDE	5692221
Prelude Fertility, Inc	PRELUDE FERTILITY	4931009
Prelude Fertility, Inc	THE PRELUDE NETWORK	6289625

Applications:

Owner	Trademark	Application No.
Inception Fertility Ventures, LLC		97530816