

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FPG SERVICES, LLC		06/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
FPG LABS, LLC		06/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THE HUNTINGTON NATIONAL BANK		
Street Address:	200 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86629535	OVAGEN FERTILITY	
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:	2164798386		
Email:	rebecca.gallagher@squirepb.com		
Correspondent Name:	Steven M. Auvil		
Address Line 1:	127 Public Square		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	019522.00111		
NAME OF SUBMITTER:	Steven M. Auvil		
SIGNATURE:	/Steven M. Auvil/		
DATE SIGNED:	06/09/2015		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of June 1, 2015, is made by FPG SERVICES, LLC, a Delaware limited liability company and FPG LABS, LLC, a Delaware limited liability company (each a "Grantor" and together, "Grantors"), with an address at 623 Fifth Avenue, 16th Floor, New York, NY 10022, in favor of THE HUNTINGTON NATIONAL BANK with an address at 200 Public Square, Cleveland, Ohio 44114 (together with its successors and permitted assigns, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of June 1, 2015 (as it may be amended, modified, supplemented, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantors, the Guarantors party thereto, each other Person hereafter joined thereto as a borrower or guarantor from time to time, and the Secured Party, the Secured Party has made and/or will in the future make certain extensions of credit to Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, Grantors have granted to the Secured Party security interests in and to and Liens on substantially all of Grantors' assets, including without limitation all of Grantors' patents, patent applications, trade names, trademarks, trademark applications, copyrights and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "US Registered Intellectual Property"); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of the Secured Party's Liens in the US Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of a Lien by Grantors in any Collateral under the Credit Agreement or any Loan Document, to secure the prompt payment and performance of the Obligations, each Grantor hereby assigns, pledges and grants to the Secured Party a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on

any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by such Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of such Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of such Grantor; and

(f) 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,

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure the Secured Obligations until such time as the Secured Obligations are indefeasibly paid in full and the obligations of the Secured Party to make extensions of credit to such Grantor under the Credit Agreement or any Loan Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Secured Party pursuant to the Credit Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes the Secured Party to file and record a copy of this

Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their US Registered Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new US Registered Intellectual Property (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to the Secured Party in accordance with this paragraph), such Grantor shall, concurrently with the next scheduled delivery of a compliance certificate under the Credit Agreement following acquisition of such new US Registered Intellectual Property, deliver to the Secured Party a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which such Grantor shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property to the Secured Party to secure the Secured Obligations. Each such Supplement is intended by the parties to be filed, and each Grantor hereby authorizes the Secured Party to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by a Grantor, and without limiting the generality of the provisions of Section 1 hereof above, each Grantor hereby confirms and agrees that any and all such after-acquired US Registered Intellectual Property, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon such Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that a Grantor acquires any such new US Registered Intellectual Property but such Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, such Grantor hereby authorizes the Secured Party, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Each Grantor hereby represents and warrants to the Secured Party that Schedule 1 sets forth a full, complete and correct list of all US Registered Intellectual Property owned by such Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, the Secured Party, in addition to all other rights, options, and remedies granted to the Secured Party under the Credit Agreement or any Loan Document, or otherwise available to the Secured Party at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect

to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to the Secured Party under the Credit Agreement or any Loan Document, each Grantor hereby authorizes the Secured Party, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which the Secured Party may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which the Secured Party may deem necessary or desirable in order for the Secured Party to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by the Secured Party, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

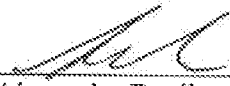
Section 10. Governing Law. This Agreement, and all matters relating hereto or thereto or arising herefrom or therefrom (whether arising under contract law, tort law or otherwise) shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of each Grantor and the Secured Party, and their respective successors and assigns, except that Grantors may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party.

[Signature Pages Follow]

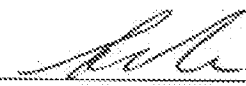
In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by a duly authorized officer as of the date first set forth above.

GRANTORS:

FPG SERVICES, LLC

By: 
Name: Alexander Buzik
Title: President

FPG LABS, LLC

By: 
Name: Alexander Buzik
Title: President

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK

By: _____
Name: _____
Title: _____

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by a duly authorized officer as of the date first set forth above.

GRANTORS:

FPG SERVICES, LLC

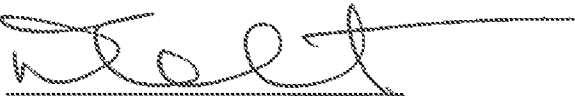
By: _____
Name: Nathan Snyder
Title: Chief Executive Officer

FPG LABS, LLC

By: _____
Name: Alexander Buzik
Title: President

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK

By: 
Name: David Tholt
Title: Vice President

*Intellectual Property Security Agreement
Signature Page*

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantors' patents and patent applications:

None.

2. Grantors' trademarks and trademark applications:

Country	Trademark	Status	Application Number	Registration or Filing Date	Registration Number	Registration Date
United States	Ovagen Fertility	Pending	86629535	May 14, 2015	N/A	N/A

3. Grantors' copyrights:

None.

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") is made as of this __ day of _____, by FPG SERVICES, LLC, a Delaware limited liability company and FPG LABS, LLC, a Delaware limited liability company (each a "Grantor" and together, "Grantors"), with an address at 623 Fifth Avenue, 16th Floor, New York, NY 10022, in favor of THE HUNTINGTON NATIONAL BANK with an address at 200 Public Square, Cleveland, Ohio 44114 (together with its successors and permitted assigns, the "Secured Party").

W I T N E S S E T H

WHEREAS, Grantors and the Secured Party are parties to a certain Intellectual Property Security Agreement dated as of June 1, 2015 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**IP Agreement**"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of the Secured Obligations, each Grantor has assigned, pledged and granted to the Secured Party a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of such Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, each Grantor has agreed that upon the acquisition by such Grantor of any new US Registered Intellectual Property, such Grantor shall deliver to the Secured Party a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantors in any Collateral under the Credit Agreement or any Loan Document, to secure the prompt payment and performance of the Secured Obligations, each Grantor hereby assigns, pledges and grants to the Secured Party a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Each Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Each Grantor hereby authorizes the Secured Party to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Each Grantor hereby represents and warrants to the Secured Party that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by such Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by such Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

FPG SERVICES, LLC

By: _____
Name:
Title:

FPG LABS, LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK

By: _____
Name:
Title:

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____