

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INCEPTION FERTILITY VENTURES, LLC		01/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VARAGON CAPITAL PARTNERS AGENT, LLC		
Street Address:	299 PARK AVE.		
Internal Address:	3RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5182381	ASPIRE	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	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:	24788.011		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	01/31/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2020, is made by Inception Fertility Ventures, LLC, a Delaware limited liability company (the "Grantor"), in favor of Varagon Capital Partners Agent, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 31, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), among the Grantor, Prelude NY Holdco, LLC, a Delaware limited liability company, ("Prelude NY" and, together with the Grantor, the "Borrowers"), the other Persons party thereto that are designated as a "Credit Party", the financial institutions from time to time party thereto and Varagon Capital Partners Agent, LLC, as Agent for the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Guaranty and Security Agreement dated as of January 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Agent to guarantee the Obligations of Prelude NY; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Guaranty and Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks (other than Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any ambiguity, conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

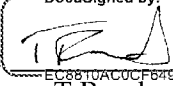
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INCEPTION FERTILITY VENTURES, LLC,
as Grantor

DocuSigned by:

By: _____
Name: T Brooke Farnsworth, Jr.
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Agent

By: 
Name: Brian Carroll
Title: Managing Director

SCHEDULE I

Registered Trademarks

Mark	Owner	Jurisdiction	Ser. No. Filing Date	Reg. No. Reg. Date	Status
ASPIRE	Inception Fertility Ventures, LLC	United States	86/716928 August 6, 2015	5182381 April 11, 2017	Registered