

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prelude Fertility Inc.		07/20/2022	Corporation: DELAWARE
Vivere Health, LLC		07/20/2022	Limited Liability Company: DELAWARE
My Egg Bank North America, LLC		07/20/2022	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC		
Street Address:	299 Park Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4084694	MY EGG BANK	
Registration Number:	5692222	Ô	
Registration Number:	5692221	PRELUDE	
Registration Number:	4931009	PRELUDE FERTILITY	
Registration Number:	5308499	THE PRELUDE METHOD	
Registration Number:	6289625	THE PRELUDE NETWORK	
Registration Number:	5110857	V VIVERE	
Serial Number:	90799773	SYNCHRONOUS	
Serial Number:	90799814	ASYNCHRONOUS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Mark Katz		

CH \$240.00 4084694

Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 24788.011

NAME OF SUBMITTER: Mark Katz

SIGNATURE: /Mark Katz/

DATE SIGNED: 07/20/2022

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 20, 2022 is made by Prelude Fertility Inc. (“Prelude Fertility”), Vivere Health, LLC (“Vivere Health”), and My Egg Bank North America, LLC (“My Egg Bank”, and together with Prelude Fertility and Vivere Health, each a “Grantor” and, collectively, the “Grantors”), 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 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, each 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 the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 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, each 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. Each 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 such 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 such 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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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, each 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.

PRELUDE FERTILITY INC,
as Grantor

DocuSigned by:
andrew kerr
By: _____
Name: Andrew Kerr
Title: Chief Financial Officer

VIVERE HEALTH, LLC,
as Grantor

DocuSigned by:
andrew kerr
By: _____
Name: Andrew Kerr
Title: Chief Financial Officer

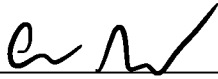
MY EGG BANK NORTH AMERICA, LLC,
as Grantor

DocuSigned by:
andrew kerr
By: _____
Name: Andrew Kerr
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Agent

By: VARAGON CAPITAL PARTNERS, L.P.,
its Sole Member

By:  _____



Name: Evan Seidenberg

Title: Principal

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED U.S. TRADEMARKS

Trademark	Registration Date	Registration Number	Owner
MY EGG BANK	1/10/2012	4084694	My Egg Bank North America, LLC
O and Circumflex Design (Ô) 	3/5/2019	5692222	Prelude Fertility, Inc
PRELUDE PRELUDE	3/5/2019	5692221	Prelude Fertility, Inc
PRELUDE FERTILITY PRELUDE FERTILITY	4/5/2016	4931009	Prelude Fertility, Inc
THE PRELUDE METHOD THE PRELUDE METHOD	10/10/2017	5308499	Prelude Fertility, Inc
THE PRELUDE NETWORK THE PRELUDE NETWORK	3/9/2021	6289625	Prelude Fertility, Inc
V VIVERE 	12/27/2016	5110857	Vivere Health, LLC

2. PENDING U.S. TRADEMARK APPLICATIONS

Trademark	Filing Date	Application Number	Owner
SYNCHRONOUS	6/28/2021	90799773	My Egg Bank North America, LLC
ASYNCHRONOUS	6/28/2021	90799814	My Egg Bank North America, LLC